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MANCHESTER HOUSING AUTHORITY INC.

RULES AND REGULATIONS  
APPLICABLE TO OCCUPANCY OF DWELLING UNITS  
667 Program and 705 Program  
PURSUANT TO DWELLING LEASE SECTION 3 G

1. The tenant and members of his/her household, and their guests shall comply with all laws and Town ordinances affecting the use or occupation of the premises: and with all rules or regulations now or hereafter adopted by the management for the safety, comfort, and welfare of the occupants of the development, in conformance with DHCD Tenant Participation Regulations currently in effect.
2. The tenant shall not waste nor unreasonably use water or electricity. No car washing is allowed.
3. The tenant shall, at all times, keep the apartment in a clean and sanitary condition.
4. The tenant shall comply with reasonable directions of the management concerning the maintenance of grounds adjacent to the leased dwelling. In any event, it shall be the prime responsibility of the tenant: (1.) to maintain in a clean and orderly manner the grounds adjacent to his/her dwelling: (2) not to construct fences on the property without the approval of management: (3) not to store business-related equipment (lobster traps, boats, etc.) on the grounds adjacent to his/her dwelling; (4) not to construct storage sheds, etc. on the property without the approval of management: (5) to keep clean from snow or ice the front, side and rear walks, steps, porches of his dwelling and parking area. This shall be done in such a manner as not to interfere with others who are under the same obligation. THIS PROVISION SHALL NOT APPLY TO ELDERLY DEVELOPMENTS OR ANY HOUSEHOLD WHOSE SOLE MEMBER IS ELDERLY OR DISABLED/NEEDING SPECIAL APPLIANCES AND/OR WHEELCHAIR.
5. The tenant shall install no new locks without the consent of the management. Duplicate keys to the locks of all exterior doors shall be securely kept at the management office.
6. The tenant will be held strictly responsible if by their own negligence, for any loss or damage to another dwelling, as well as his/her own, resulting from the overflow of toilets sinks, bath tubs or lavatories in his/her dwelling.
7. The tenant shall take every due precaution to prevent fires; and he/she shall store no quantity of flammable materials, in or about the premises, that would create a fire hazard. At no time shall the tenant store flammable materials of any description in the cellar space. No additional of electrical wiring to be done by tenants and/or contractors engaged by tenants without the approval by management and inspection by the wiring inspector, Town of Manchester. Tenants are not to use outdoor grills on porches.
8. Sidewalks and passages or porches shall not be obstructed nor be used for any purpose other than ingress to or egress from dwellings. Except as herein-after expressly provided otherwise, there shall be no obstruction of the common areas or common facilities, nor shall anything be stored in the common areas or common facilities except in designated trash storage areas, nor shall common areas or common facilities be used for the general storage of personal property.

RULES AND REGULATIONS  
APPLICABLE TO OCCUPANCY OF DWELLING UNITS

667 Program and 705 Program

PURSUANT TO DWELLING LEASE SECTION 3G

1. The tenant and members of his/her household, and guests shall comply with all laws and Town ordinances affecting the use or occupation of the premises: and with all rules or regulations now or hereafter adopted by the management for the safety, comfort, and welfare of the occupants of the development, in conformance with EOCD Tenant Participation Regulations currently in effect.
2. The tenant shall not waste nor unreasonably use water or electricity. No car washing is allowed.
3. The tenant shall, at all times, keep the apartment in a clean and sanitary condition.
4. The tenant shall comply with reasonable directions of the management concerning the maintenance of grounds adjacent to the leased dwelling. In any event, it shall be the prime responsibility of the tenant: (1) to maintain in a clean and orderly manner the grounds adjacent to his/her dwelling: (2) not to construct fences on the property without the approval of management: (3) not to store business-related equipment (lobster traps, boats, etc.) on the grounds adjacent to his/her dwelling: (4) not to construct storage sheds, etc. on the property without the approval of management: (5) to keep clean from snow or ice the front, side and rear walks, steps, porches of his dwelling and the parking area. This shall be done in such a manner as not to interfere with others who are under the same obligation. This provision shall not apply to elderly developments or any household whose sole member is elderly or disabled/need special appliances and/or wheelchair.
5. The tenant shall install no new locks without the consent of the management. Duplicate keys to the locks of all exterior doors shall be securely kept at the management office.
6. The tenant shall be held strictly responsible if by their own negligence, for any loss or damage to another dwelling, as well as his/her own, resulting from the overflow of toilets, sinks, bath tubs or lavatories in his/her dwelling.
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9. No tenant may cause or permit anything to be painted, stained, chalked, charcoaled, crayoned, pastelled, water colored or any coloring applied to a glass surface or any window visible from the exterior of any unit, or on any exterior wall of any building or exterior surface of any wall or door of any unit, or upon any surface of any common area. No tenant may, without the prior written approval of management, affix any sign, awning, canopy, shutter, window guard, ventilator, fan or any other object to any window of any unit or decorate any exterior surface of any dwelling unit or any surface of any common area.

Notwithstanding the foregoing, any tenant may, without the prior written approval of management, affix to any window a sticker, not larger than three square inches, indicating to fire or rescue personnel the presence of a child or disabled person in the case of fire or a sticker indicating that person within the unit has been marked for identification, or any other public safety or crime prevention sticker.
10. No adhesives shall be used in laying carpets, rugs or linoleum on the floors of the tenant's dwelling unit. No nails, bolts, or screws shall be placed in the walls, floors, or trim in the premises; and no wall covering shall be placed on the walls, except of such type and in such manner be approved, in writing, by management.
11. Plumbing and electrical fixtures shall not be used for any purposes other than those for which they were designed.
12. No aerial wires of any description or television antennas shall be installed on the buildings or in the yards. Central antenna have been provided by management. No changes affecting the appearance of the exterior of any buildings or unit, including the "exclusive common areas" of any unit shall be made without the prior written consent of the management.
13. Automobiles registered to the tenants shall be parked in designated parking areas for residents. No unregistered automobiles shall be stored in parking areas.
14. Charges may be incurred on various items (lockouts, replacement of glass, screens, keys, etc. and charges for work on apartments due to negligence of tenants). Such charges are subject to change, and the tenant organization will be notified in writing pursuant to Section 7.2 of the Tenant Regulations.)
15. To avoid damage to the heating and plumbing systems during cold weather, the tenant shall notify the management at least twenty-four (24) hours in advance of the time heat is to be discontinued in the dwelling: and the tenant shall maintain heat therein until such time as the management, or its representative, has given assurance that the heat may be discontinued.
16. Damage by fire or accident affecting the unit, common areas, or common facilities or the liability of the tenants, or the authority, will be promptly reported to the authority immediately following the occurrence thereof.
17. The tenant shall be strictly responsible for compliance with all Town ordinances and other Town regulations applicable to the method of disposal of trash and garbage. The tenants shall comply with and conform to all applicable laws and regulations of the Town of Manchester and shall indemnify and hold the Manchester Housing Authority, Inc. harmless from all fines and penalties, costs and prosecutions for the violation thereof or non-compliance therewith.
18. Any consent or approval given under these rules and regulations may be added to amended, or revoked at any time with reasonable cause.

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MANCHESTER HOUSING AUTHORITY

Statement on a Drug-Free Workplace  
This Statement is provided pursuant to the Drug-Free  
Workplace Act of 1988

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on any premises owned, operated or assisted by the Manchester Housing Authority. Appropriate disciplinary action, which may include termination, will be taken against Manchester Housing Authority employees for violation of this prohibition.

"Controlled substance" for purposes of this Statement means a controlled substance listed in schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. Section 812) and as further defined by federal regulation. (21 C.F.R. Sections 1300.11 through .15) This list includes but is not limited to marijuana, heroin, PCP, cocaine and amphetamines.

A condition of employment for work under grant received by Manchester Housing Authority from any federal agency, is that each employee directly engaged in the performance of work funded by such a grant will:

1. Abide by the terms of this Statement, and
2. Notify Manchester Housing Authority of his or her criminal drug statute conviction for any violation occurring in the workplace of Manchester Housing Authority no later than 5 days after such conviction.
  - a. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with responsibility to determine violation of the Federal or State (including the District of Columbia) criminal drug statutes.
  - b. "Criminal drug statute" means a criminal statute involving manufacture, distribution, dispensation, use or possession of any controlled substance.

A sanction will be imposed on any employee so convicted. Within 30 days after receiving notice of the conviction;

- a. Manchester Housing Authority will take appropriate disciplinary action against such employee, up to and including termination; or
- b. Manchester Housing Authority will require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency.

This notice supplements and does not replace, personnel rules applicable to all employees of the Manchester Housing Authority.

MANCHESTER HOUSING AUTHORITY

Jane H. Metrano, Chairman

A copy of this Statement was received by  
this 24 day of January, 1986.

(Employee Signature)

MANCHESTER HOUSING AUTHORITY

PROGRAM FOR A DRUG-FREE WORKPLACE

The Manchester Housing Authority seeks to have a drug-free workplace. In accord with the Drug-Free Workplace Act of 1988 and to promote drug-free awareness among employees, the Manchester Housing Authority, through posting of notices and discussions with employees, will inform employees that;

1. Drug abuse in the workplace creates a dangerous environment in the workplace for the employee engaged in the drug abuse and endangers the health, safety and welfare of all employees and other persons in the workplace.
2. It is the policy of the Manchester Housing Authority to maintain a drug-free workplace. The illegal manufacture, distribution, possession or use of drugs, or acting under the influence of drugs, in this workplace is strictly prohibited.
3. Information will be available on a confidential basis from the Office on public and private drug counseling, rehabilitation, and employee assistance programs, upon the request of any employee.
4. Penalties may be imposed upon employees for drug abuse violations, up to and including termination of employment.



### Toward A Drug-Free Workplace

#### Gloucester Demographics:

25% of Addicts Work Regularly: 75!

#### CHIPPERS - 55

Perform satisfactorily;  
behave normally;  
maintain acceptable  
attendance

Of the last five deaths  
in Gloucester: 3 Chippers

#### HARDCORE - 20

Out of Control: attendance,  
frequent absences from  
immediate work area; frequent  
visits to medical facility;  
performance; appearance;  
on-the-job behavior.

Normal alertness to change  
will detect drug abuse.

Loss of Productivity - Poor Quality Work - Absenteeism -  
Low Morale - Disruptive Moods - Theft - Increased Benefit Costs  
Turn Over Costs - Increased Accidents - Loss of Personal Time

Recent research shows that an average of 10% of employees are  
only 75% productive because they are coping with substance abuse,  
marital, financial or legal problems. You can estimate the cost  
to your own company by multiplying your annual payroll X .10 X  
.25.

WARNING SIGNS OF DRUG ABUSE

Early Warning Signs:

1. Late for work frequently
2. Leaving post temporarily (often)
3. Abnormal absenteeism - full day, half day, Mondays, Fridays, day after payday or after holidays
4. Unusual excuses for absences
5. Decreased quality of work
6. Mood changes after work
7. Slow moving - stoned
8. Pinned Eyes - Dilated Eyes
9. Work pace - erratic

Later Warning Signs:

1. Increase in real minor illnesses - stomach pains and flu-like symptoms
2. Reduced quality of work, particularly around lunch and in the afternoon
3. Unusual and numerous requests for time off. Taking vacations in pieces
4. Credit problems
5. Bruises resulting from "off the job" accidents
6. Slurred language
7. Impaired decision-making ability
8. Increased personal calls
9. Extraordinary attention paid to appearance - trying to prove nothing is wrong
10. Personality changes - rapid mood changes, increased nervousness, highly sensitive, sarcastic and suspicious, belligerence and anger
11. Preoccupation with personal problems

The importance of recognizing these danger signals is that they can help to detect drug problems among employees. However, any report should indicate only that a drug problem may exist, not that it necessarily does. The responsibility of your company is to report deviations from normal work patterns. Professionals in medical and mental health fields will diagnose the type of problem and proposed remediation.

SIGNS THAT MAY INDICATE  
DETERIORATING PERFORMANCE

Use this list to remind yourself of general signs to be watching for. Also, if you notice declining work performance in an employee, check the list to see if there is a pattern. Remember to document your observations.

\*Increased Absenteeism

Unexcused absences  
Excessive disability  
Repeated short absences  
Improbable excuses for absences  
Abnormally high absences for minor illnesses  
Excessive tardiness

\*"On-The-Job" Absenteeism

Continued absences from desk/work station  
Increased number and length of "coffee breaks," increasingly long lunches, increased number of trips to rest room  
Physical illness on the job (headaches, stomachaches, etc.)  
"Secret" meetings and discussions with fellow employees

\*Concentration Problems

Work requires greater effort  
Jobs and projects take longer  
Easily distracted

\*Confusion

Difficulty in recalling instructions and details  
Increasing difficulty in handling and completing assignments  
Difficulty in recalling own mistakes

\*Spasmodic Work Patterns

Extremes of high or low productivity  
Sudden improvement in performance  
Sleeping or drowsiness on the job  
Extremes in quality of work  
Having to put in extra hours to finish work



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Employees who are harmfully involved with drugs are

- a) absent 16 times as often
- b) in accidents 4 times as often
- c) collecting 3 times the sick benefits
- d) collecting 5 times the compensation claims
- f) 60 - 65% as effective when at work

as employees who are not involved with drugs.

\*Lowered Job Efficiency

- Missed deadlines
- Increased number of errors
- Wasted time and material
- Poor decision making

\*Friction With Other Employees

- Blaming or making excuses for poor performance
- Over-reaction to real or imagined criticism
- Wide swings in mood
- Complaints from co-workers
- Unreasonable resentments
- Avoidance of associates
- Irritability

\*Unusual Behavior

- Temper tantrums
- Physical violence
- Emotional outbursts

\*High Accident Rate

- Accidents on the job
- Accidents away from workplace

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# Manchester Housing Authority, Inc.

POST OFFICE BOX 608  
MANCHESTER-BY-THE-SEA, MASSACHUSETTS 01944  
(508) 526-1850



## MANCHESTER HOUSING AUTHORITY ANTI-DISCRIMINATION POLICY

1. PROHIBITION- The Authority does not discriminate and will not condone discrimination by or against any of its officers, agents, servants, employees, tenants, applicants for employment or applicants for housing. Breach of this policy will be quickly dealt with as follows:
2. COMPLAINTS- If you believe you have been discriminated against or harassed for any reason, you may file a complaint.
3. COMPLAINT PROCEDURE- (A) All Complaints must be submitted in writing and signed by the charging party. (B) The complaint must specify, in detail, what occurred and when, and should include the names of all witnesses, and any supporting documents. (C) All complaints will be treated with the utmost confidentiality. (D) The complaint will be investigated by the Executive Director of the Authority. If your complaint is against this person, you may instead file it with the Chairman of the Board of Directors of the Authority or the Office of Chief Counsel, Executive Office of Communities and Development, 100 Cambridge St. Boston MA. who will designate a neutral person to investigate. (E) The investigation shall begin within 7 days and will be completed within 30 days, unless compelling reasons prevent this from occurring. (F) The investigating officer will, at a minimum separately interview and obtain written statements from the charging party, the person charged and any witnesses. (G) The officer will take all reasonable steps consistent with a thorough investigation of the complaint to protect the confidentiality of charging party and will instruct all those he/she deals with to do the same. (H) The officer will prepare a written report of his/her findings and will forward that report to the Board or Executive director for implementation of any suggested official response (i.e. discipline of an employee, appropriate treatment of the application, decision of inability to determine validity of the charge. etc.). (I) The officer should attempt to mediate and resolve the dispute short of official action. The officer must remain at all times a completely neutral party. (J) A copy of the report will be given to the charging party and the person charged. Official copies will be maintained confidentially by the Authority. (K) If either party wishes to submit further information they may within 7 days of receiving the report. If new information is forthcoming the investigating officer shall reconsider the report.
4. RETALIATION- It is unlawful to retaliate against a person for filing a complaint. The Authority forbids any retaliation against any person for filing a complaint.
5. DISTRIBUTION- A copy of this Policy shall be posted in the Management office of the Manchester Housing Authority and available to all tenants, employees, applicants for employment, applicants for tenancy, and to third parties.

# Manchester Housing Authority, Inc.

POST OFFICE BOX 608  
MANCHESTER-BY-THE-SEA, MASSACHUSETTS 01944  
(508) 526-1850



## EXTRACT

Manchester HOUSING AUTHORITY

REGULAR MEETING

March 1, 1993 5:30 p.m.

MOTION: Upon a Motion by Lee Thomas, seconded by Arthur Collins, that the Manchester Housing Authority adopt an Anti-discrimination Policy for immediate implementation at the said Authority and that a copy of this vote and Policy be submitted to EOCD for their review and approval, VOTED 5 to 0.

Joanne H. Graves  
Joanne H. Graves, PHM  
Executive Director and Secretary,  
Manchester Housing Authority Board



# MANCHESTER-BY-THE-SEA

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BOARD OF SELECTMEN • TOWN HALL  
Manchester-by-the-Sea, Massachusetts 01944-1399  
Telephone (978) 526-2000 FAX (978) 526-2001

## **POLICY 2010-1: DISCRIMINATORY HARASSMENT POLICY**

### **I. Introduction**

It is the goal of the Town of Manchester-by-the-Sea (the "Town") to promote a workplace which is professional, treats all of those who work here with dignity and respect, and is free of discriminatory harassment of any type. Discriminatory harassment consists of unwelcome conduct, whether verbal or physical, that is based on a characteristic protected by law, such as gender, race, color, national origin, ancestry, religion, age, disability, genetics, military status, sexual orientation, or participation in discrimination complaint-related activities (retaliation).

The Town of Manchester will not tolerate harassing conduct that affects employment conditions, that unreasonably interferes with an individual's performance, that creates an intimidating, hostile, or offensive work environment, or that interferes with any individual's ability to conduct business with the Town.

Any retaliation against an individual who has complained about discriminatory harassment or retaliation against individuals for cooperating with an investigation of a discriminatory harassment complaint is similarly unlawful and will not be tolerated.

The Town takes allegations of discriminatory harassment seriously will respond promptly to complaints of discriminatory harassment and, where it is demonstrated satisfactorily that such harassment occurred will act promptly to eliminate the harassment and impose such corrective action as is necessary, including disciplinary action where appropriate.

### **II. Definition of Discriminatory Harassment**

"Discriminatory Harassment" means unwelcome conduct, whether verbal or physical, that is based on a characteristic protected by law. Discriminatory Harassment includes, but is not limited to:

- a. Displaying or circulating written materials or pictures that are degrading to a person or group as previously described;
- b. Verbal abuse, slurs, derogatory comments, or insults about, directed at, or made in the presence of an individual or group as previously described.

## **VII. State and Federal Remedies**

In addition to the above, if you believe you have been subjected to discriminatory harassment, you may file a complaint with either or both of the following government agencies:

1. The United States Equal Employment Opportunity Commission  
JFK Federal Building, Room 475  
Boston, MA 02203  
(617) 565-3200
2. The Massachusetts Commission Against Discrimination  
Boston Office:  
One Ashburton Place - Rm. 601  
Boston, MA 02108  
(617) 994-6000

### **Action**

Referred to the Board of Selectmen for first reading:

November 1, 2010

Referred to the Board of Selectmen for second reading:

November 15, 2010

Approved by vote of the Board of Selectmen:

November 15, 2010



# Manchester Housing Authority, Inc.

POST OFFICE BOX 608  
MANCHESTER-BY-THE-SEA, MASSACHUSETTS 01944  
TEL: (508) 526-1850 FAX: (508) 526-1604

## MINUTES-REGULAR MEETING-January 22, 1996-The Plains, Community Hall, Manchester, MA

The REGULAR MEETING of the Manchester Housing Authority Board was held on Monday, January 22, 1996 at the Community Hall, The Plains, Off Old Essex Road, Manchester, MA at 5:30 p.m. Upon ROLL CALL, the following members were present/absent:

### ABSENT:

### PRESENT:

### ALSO PRESENT:

Virginia L. Doane, Chairman  
Arthur B. Collins  
David Lumsden  
Bruce MacDonald  
Lee J. Thomas

Joanne Graves  
Executive Director

## CORRESPONDENCE

MINUTES - Upon a Motion by David Lumsden, seconded by Bruce MacDonald, that the Minutes of the December 5, 1995 REGULAR MEETING be approved as distributed, voted 5 to 0.

## OLD BUSINESS:

1. Tenant Update - No vote necessary/taken.
2. Development Potential - No vote necessary/taken.
3. FY'96 MHA Budgets - Update. No vote necessary/taken.
4. Sewer Lift Station/Contract - Upon a Motion by Arthur Collins, seconded by Lee Thomas, that the MHA accept, pending EOCD field staff/OCS approval, as complete, the work in connection with its Contract with Larchmont Engineering, and that the Contracting Officer of the Authority be herein authorized to execute a Certificate of Final Completion and AIA Application for Payment in the amount of \$10,010.00 (face of the Contract), to be submitted to EOCD for their review and approval, voted 5 to 0.
5. Sexual Harassment Policy - Upon a Motion by David Lumsden, seconded by Bruce MacDonald, that the MHA adopt, pending review by N.S. Legal Pilot Atty. Mary John Boylan, a Sexual Harassment Policy as drafted 12/04/95 with modifications, to be submitted after successful review to the Executive Office of Communities and Development for their review/approval, voted 5 to 0.
6. MHA Personnel Policy - Upon a Motion by Bruce MacDonald, seconded by David Lumsden, that the MHA adopt a Revised Personnel Policy effective this date, to be submitted to the Executive Office of Communities and Development for their review/approval, voted 5 to 0.

## NEW BUSINESS:

1. 760 C.M.R. 53..00, Regulations Governing the Alternative Housing Voucher Program - Upon a Motion by Lee Thomas, seconded by David Lumsden, that the MHA adopt the provisions in entirety of 760 C.M.R. 53.00, Regulations Governing the Alternative Housing Voucher Program as promulgated by the Executive Office of Communities and Development, effective immediately, and that said EOCD be advised of this adoption, voted 5 to 0.

NEW BUSINESS:

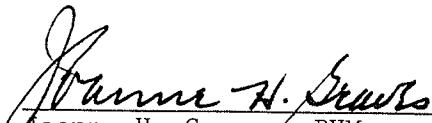
1. NAHRO Legislative Day - Mrs. Graves reported on several pieces of legislation proposed for 1992.
2. EOCD/Budget Guideline FY'93 Meeting - Mrs. Graves reported attending meetings at EOCD with Paul Johnson, Bill Hetherington, etc. on FY'93 guidelines. It is hoped that bottom-line budgeting will be approved and additionally that Authorities who do not require operating subsidy will be allowed more latitude within the Guideline.
3. Drug Free Workplace Statement/Policy- Upon a Motion by Virginia Hughes seconded by Arthur Collins, that the MHA adopt a Policy for a Drug Free Workplace, and that Statements be made available for all employees of the Authority, voted 4 to 0. A copy of this Statement/Policy will be included in the HUD application.

OTHER BUSINESS:

1. Mr. Thomas, resident of Mill Street, wished to be heard on two concerns:
  - a. Shortfall of subsidy - Mr. Thomas suggested that any funds the MHA should require might be requested of the Town through an appropriation (suggested School Choice Revenues).
  - b. Federal Funding - suggested that keeping local control was most important; cited St. Louis as where Federal housing funding had not worked. Board responded that Section 8 Certificates were being applied for, not new construction funds, and thanked Mr. Thomas for his observations.

BILLS TO BE PAID: Upon a Motion by Arthur Colilns, seconded by Julia Ware, that \$17,664.77 in payments be approved from the Manchester Housing Authority Revolving Fund, voted 4 to 0.

ADJOURNMENT: Upon a Motion by Arthur Collins, seconded by Virginia Hughes that the February 3, 1992 REGULAR Meeting be adjourned, voted 4 to 0. The next REGULAR Meeting will be held on Monday, March 2, 1992 at the MHA at 5:30 p.m.

  
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Joanne H. Graves, PHM  
Executive Director and Secretary,  
Manchester Housing Authority Board

# Manchester Housing Authority, Inc.

POST OFFICE BOX 608  
MANCHESTER-BY-THE-SEA, MASSACHUSETTS 01944  
(508) 526-1850



MINUTES - REGULAR MEETING - March 1, 1993 - The Plains/Community Hall

The REGULAR MEETING of the Manchester Housing Authority Board was held on Monday, March 1, 1993 at the Community Hall, The Plains, Off Old Essex Road, Manchester, Mass. at 5:30 p.m.

Upon ROLL CALL, the following members were present/absent:

ABSENT:

PRESENT:

ALSO PRESENT:

Julia Ware, Chairman	Joanne Graves
Arthur Collins	Executive Director
Virginia L. Doane	
David Lumsden	Virginia Hughes, Tenant 667-2
Lee J. Thomas	

CORRESPONDENCE: The Board noted as received the Mass. NAHRO Newsletter, statement from Robert, Finnegan & Lynah, CPA, and noted that it had received no response from the Board of Selectmen relative to the hydrant leak.

MINUTES OF THE PREVIOUS MEETING PENDING ADOPTION: Upon a Motion by Arthur Collins, seconded by Virginia L. Doane, that the MINUTES of the February 8, 1993 REGULAR MEETING be APPROVED as distributed, voted 5 to 0.

WARRANT: The Board reviewed the Warrant.

## OLD BUSINESS:

1. Tenant Update - we are at 100% leaseup in all programs.
2. FY '93 Budget Update - no action/vote taken
3. **ANTI-DISCRIMINATION POLICY**-Upon a Motion by Virginia L. Doane, seconded by Lee Thomas, that the Manchester Housing Authority adopt an Anti-Discrimination Policy, as distributed by Model from the Executive Office of Communities and Development, and that a copy of this vote be sent to EOCD for their review and approval, voted 5 to 0.

## NEW BUSINESS:

1. C.M.R 760 5:00 Changes were reviewed; no action/vote taken.
2. Laundry Room-A possible move of laundry room at 667-1 was discussed; no action/vote taken.

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# MANCHESTER-BY-THE-SEA

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BOARD OF SELECTMEN • TOWN HALL  
Manchester-by-the-Sea, Massachusetts 01944-1399  
Telephone (978) 526-2000 FAX (978) 526-2001

## POLICY 98-2: SEXUAL HARASSMENT POLICY

### I. Introduction

It is the goal of the Town of Manchester-by-the-Sea (the "Town") to promote a workplace which is professional and which treats all of those who work here, represent the Town as appointed or elected officials, or who have business with the Town with dignity and respect.

#### **SEXUAL HARASSMENT IS UNLAWFUL AND WILL NOT BE TOLERATED BY THE TOWN.**

Any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated.

Because the Town takes allegations of sexual harassment seriously, it will respond promptly to complaints of sexual harassment and where it is demonstrated satisfactorily that such harassment occurred, the Town will act promptly to eliminate the harassment and impose such corrective action as is necessary, including disciplinary action where appropriate.

### II. Definition of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions;

or,

- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

These definitions are broad and include any sexually oriented conduct, whether it is intended or not, by supervisors, employees and, in some instances, third parties, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers. Prohibited conduct also extends to any function or activity that is officially sponsored by the Town. While it is not possible for the Town to list all those circumstances considered to be sexual harassment, the following are some examples:

authority or recipient of the complaint will then investigate the allegation in a fair and expeditious manner. The investigation will include a private interview with the person filing the complaint and with witnesses. He or she will also formally notify and interview the person alleged to have committed sexual harassment. The investigator may, if necessary, request written statements in addition to the private interviews.

If the investigation reveals that sexual harassment did occur, the appointing authority will act promptly to eliminate the offending conduct, and where it is appropriate, will also impose disciplinary action which could include termination from employment. In addition, when the investigation is completed through Formal or Informal procedures, the investigator will inform the person filing the complaint and the alleged harasser of the results of that investigation, including allegations that have not been sustained.

#### **VI. Disciplinary Action**

If sexual harassment has been committed by a town employee, or an elected or appointed representative of the Town, the appointing authority will take such action as is appropriate under the circumstances. Such actions may include: sensitivity training, counseling, informal or formal reprimands, written or verbal warnings, suspension, reduction in pay, reduction in duties, transfers, and other formal sanctions including termination from employment in the case of employees, reprimands, written or verbal warnings, censure or removal from office in the case of appointed Town representatives, or censure of an elected official.

#### **VII. State and Federal Remedies**

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the following government agencies:

1. The United States Equal Employment Opportunity Commission  
JFK Building, Room 475  
Boston, MA 02023  
(617) 565-3200
2. The Massachusetts Commission Against Discrimination  
Boston Office:  
One Ashburton Place - Rm. 601  
Boston, MA 02108  
(617) 994-6000

#### **Action**

Referred to the Board of Selectmen for first reading:	August 6, 1998
Referred to the Board of Selectmen for second reading:	September 10, 1998
Approved by vote of the Board of Selectmen:	October 1, 1998
Amended by a vote of the Board of Selectmen:	November 1, 2010

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# MANCHESTER-BY-THE-SEA

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## BOARD OF SELECTMEN

TOWN HALL • 10 CENTRAL STREET

Manchester-by-the-Sea, Massachusetts 01944-1399  
Telephone (978) 526-2000 FAX (978) 526-2001

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## BOARD OF SELECTMEN POLICY

**Policy 89-3**

### Equal Opportunity Policy Statement

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The Town of Manchester-by-the-Sea, Massachusetts, recognizing the right of an individual to work and to advance on the basis of merit, ability and potential without regard to race, gender, color, disability, creed, religion, national origin, ancestry, age, genetics, military status, sexual orientation, or participation in discrimination complaint-related activities (retaliation) resolves to take necessary measures to ensure equal opportunity in the areas of hiring, promotion, demotion or transfer, recruitment, layoff or termination, rate of compensation, in-service or apprenticeship training programs, and all terms and conditions of employment.

Non-discrimination and equal opportunity are the policies of the Town of Manchester-by-the-Sea, Massachusetts in all of its programs and activities. To that end, all employees and elected or appointed representatives of the Town shall take steps to ensure equality of opportunity in the internal affairs of all departments, as well as their relations with the public, including those persons and organizations doing business with any agent of the Town. Each department, in discharging its statutory responsibilities, shall consider the likely effects which its decisions, programs and activities shall have in meeting the goal of equality of opportunity. The Town will undertake every possible effort to effectuate the mandates of Executive Order #227 and the Commonwealth's civil rights laws and regulations.

The policy requires the elimination of discriminatory barriers regarding race, gender, color, disability, creed, religion, national origin, ancestry, age, genetics, military status, sexual orientation, and participation in discrimination complaint-related activities (retaliation). It must also include positive and aggressive measures to ensure equal opportunity in internal personnel practices and in those programs which can affect persons inside as well as outside of town government. This policy includes efforts necessary to address the effects of present or past discriminatory patterns and action necessary to guarantee equal opportunity for all people.

Referred to Board of Selectmen for first reading: July 11, 1989

Referred to Board of Selectmen for second reading: July 18, 1989

Approved by Board of Selectmen: July 25, 1989

Amended by Board of Selectmen: February 1, 2010

Amended by the Board of Selectmen: November 1, 2010

KAB

**MANCHESTER HOUSING AUTHORITY  
EQUAL EMPLOYMENT OPPORTUNITY  
POLICY  
AND  
AFFIRMATIVE ACTION PLAN**

**I. STATEMENT OF POLICY**

It is the policy of the Manchester Housing Authority to prohibit discrimination in employment based race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs with regard to all matters within its purview. This policy is intended to comply with state and federal laws designed to promote equal employment opportunity and to remedy the effects of any past or present discrimination through affirmative action.

The Manchester Housing Authority will not discriminate against employees or applicants for employment in the terms, conditions or privileges of employment, including but not limited to:

- recruitment, advertising, and processing applications for employment
- hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, injury or illness, and rehiring
- rates of pay or any other form of compensation and changes in compensation
- job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists
- leaves of absence, sick leave or any other leave
- fringe benefits
- selection and financial support for training, professional meetings, conferences and related activities
- employer sponsored activities, including social or recreational programs.

The Manchester Housing Authority will make reasonable accommodation for the known physical or mental limitations of an otherwise qualified applicant or employee with disabilities unless the necessary accommodation would impose an undue hardship on the operation of its programs.

While carrying out this Policy for Equal Opportunity Employment, the Manchester Housing Authority shall continue its policy for tenant preference in hiring.

Residency within the local community will not be a prerequisite for employment by the Local Housing Authority.

The Manchester Housing Authority will ensure that nothing contained in its collective bargaining agreements will interfere with its ability to promote equal employment opportunity and affirmative action consistent with this Policy and will make efforts to renegotiate any provision in a collective bargaining agreement which conflicts with this Policy.

The Manchester Housing Authority shall ensure that its contractors will not engage in discrimination prohibited by this Policy and will take affirmative steps to utilize minority and women businesses in contracts for goods, services, construction and maintenance.

## **II. EQUAL OPPORTUNITY OFFICER**

The Executive Director is designated as the Equal Opportunity Officer and, as such, shall direct and monitor the Local Housing Authority's implementation of this Policy and coordinate efforts to comply with state and federal law. The Executive Director, as Equal Opportunity Officer, will have the following duties:

- establishment of goals and objectives
- periodic review of hiring and promotion patterns to ensure that goals and objectives are met
- review of the qualifications of all employees to ensure that employees protected by this Policy are given full opportunities for transfers and promotions. Special and continuing attention shall be given to all employees protected by this Policy by a systematic review of employment status in order to maximize their employment opportunities
- periodic review of job descriptions and personnel policies to ensure that they contain no artificial barriers or non-job related elements which might screen out members of groups protected by this Policy
- periodic review of recruitment practices and policies regarding promotions, layoff, recall, termination, demotion and discharge
- coordination and supervision of the activities involved in monitoring and reporting on equal employment opportunity activities
- notification of all third party contractors of obligations with respect to equal employment opportunity
- serving as the recipient of all complaints from all sources including monitoring agencies of the state or federal government
- receiving, reviewing, and submitting all required equal opportunity reports

## **III. IMPLEMENTATION**

### **A. Establishment of Goals and Objectives**

On an annual basis, the Equal Opportunity Officer shall conduct a utilization analysis of the Manchester Housing Authority's work force, consisting of a breakdown of the representation and utilization of minorities, women, Vietnam-era veterans and employees with disabilities in each of the following categories for each department:

- maintenance and service
- clerical
- managerial, technical and professional

The Equal Opportunity Officer shall determine that where the percentage of minorities, women, Vietnam-era veterans and personnel with disabilities in any job category does not reflect the percentage of members

of these groups in the population of the local community or the Standard Metropolitan Statistical Area, whichever percentage is greater, there is an underutilization in the job category. If an underutilization is determined, the Equal Opportunity Officer will establish goals for improving the utilization of minorities, women, Vietnam-era veterans and disabled individuals (hereinafter collectively referred to as "affirmative action candidates") in each category for which the underutilization has been determined.

## **B. Achieving the Goals**

Where the Equal Opportunity Officer has determined that the Manchester Housing Authority has not reached a goal for hiring which has been established pursuant to paragraph III A above, then between equally qualified applicants, preference shall be given in the following order:

- first, affirmative action candidates who are tenants
- second, affirmative action candidates who are not tenants
- third, tenants who are not affirmative action candidates

Where the MHA has not met its goals in more than one category, then between affirmative action candidates in those categories preference shall be given in the following order: (1) minorities; (2) persons with disabilities, (3) women, (4) Vietnam-era veterans. Where an affirmative action candidate qualifies in more than one category, that candidate shall be given preference over other candidates in the highest category for which he/she qualifies.

## **C. Recruitment Procedures**

The Equal Opportunity Officer will keep a list of the recruitment sources used, during the previous fiscal year. These recruitment sources will include:

- contacting minority, disabled, women's and veterans organizations
- publishing in newspapers of regional and local circulation
- utilizing media sources which will reach minorities, women, Vietnam-era veterans and people with disabilities
- posting job opportunities at the Manchester Housing Authority's Administration Building, Management offices and Tenant Association offices
- sending notices of job opportunities to the Division of Personnel Administration and to the Department of Housing and Community Development .

All recruitment materials will include the phrase "An Equal Opportunity Affirmative Action Employer." Job positions will be kept open for an amount of time reasonably calculated to allow affirmative action candidates to apply. The Authority shall interview at least three qualified applicants, if available, and will make every effort to include affirmative action candidates among those interviewed.

## **D. Hiring and Promotion Practices**

The Manchester Housing Authority will not use any employment test or selection criteria that tends to screen out members of groups protected by this Policy. Any tests given will be designed to reflect only the

job applicant's skills, aptitude or education in order to access the applicant's qualifications for the position. Pre-employment inquiries or examinations regarding physical or mental condition will only be conducted to determine an applicant's ability to perform job related functions, and will only be required of one applicant if required of all entering employees in the job category.

## **IV. GRIEVANCES**

### **A. Grievance Procedures**

Any employee who believes that she/he has been discriminated against by the Manchester Housing Authority in violation of this Policy may file a written grievance with the Executive Director, clearly setting forth the employee's allegation and the remedy sought. The Executive Director shall schedule a meeting with the employee and attempt to reach an informal resolution of the matter. If an informal resolution cannot be reached, the Executive Director will convene a hearing at which the employee will have the right to speak, to present witnesses and documentary evidence, and to question any witnesses or documentary evidence against him/her. Within ten (10) days after the hearing, the Executive Director will inform the employee in writing of his decision.

### **B. Notice**

The Manchester Housing Authority shall post in a conspicuous place in the Administration Building, a notice stating that any individual who believes that he/she has been denied employment, discharged or discriminated against in compensation or in the terms, conditions or privileges of employment, on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs, has the right to file a complaint with the Massachusetts Commission Against Discrimination.

## **V. CONTRACTS**

### **A. Contracts for Goods and Services**

The Manchester Housing Authority shall take affirmative action to notify and utilize minority and women owned businesses whenever it intends to contract for goods or services. The Authority will obtain and update a list of minority and women owned businesses from the State Office of Minority and Women Business Assistance and make use of the list as a recruitment source.

Whenever the Manchester Housing Authority is required to advertise for bids for such goods or services, it will send a copy of the advertisement to the State Office of Minority Business Assistance and to the Department of Housing and Community Development.

### **B. Construction Contracts**

All Manchester Housing Authority contracts for the design, construction, renovation or modernization of buildings shall contain a provision prohibiting discriminatory practices by the contractor as defined by state or federal law.

All Manchester Housing Authority construction contracts will also contain such other provisions for ensuring that a minimum percentage of the contract amount be reserved for minority or women owned businesses as required by the Department of Housing and Community Development and by the U.S. Department of Housing and Urban Development.

## **VI. RECORDKEEPING AND REPORTING**

The Manchester Housing Authority may invite applicants for employment and employees to indicate whether they are minorities, women, Vietnam-era Veterans, or persons with disabilities, if it states clearly that the information requested is for use solely in connection with its affirmative action efforts, will be kept confidential, and is being requested on a completely voluntary basis.

The Equal Opportunity Officer will keep records of:

- the utilization analysis conducted under paragraph III A above
- the total number of employees hired each fiscal year including a breakdown of the number of minorities, women, Vietnam-era veterans, and disabled individuals hired
- a list of recruitment sources utilized during the year
- the goals established to remedy the underutilization

The Equal Opportunity Officer will prepare and submit to the responsible state or federal officials such records and annual or other reports as they may require to ascertain compliance with state and federal anti-discrimination laws.

**Policy Adopted on** \_\_\_\_\_

**MANCHESTER HOUSING AUTHORITY  
EQUAL EMPLOYMENT OPPORTUNITY  
POLICY  
AND  
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- a list of recruitment sources utilized during the year
- the goals established to remedy the underutilization

The Equal Opportunity Officer will prepare and submit to the responsible state or federal officials such records and annual or other reports as they may require to ascertain compliance with state and federal anti-discrimination laws.

**Policy Adopted on** \_\_\_\_\_

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6/12/1998

## MANCHESTER HOUSING AUTHORITY PERSONNEL POLICY

### I. BASIC PRINCIPLES

- A. **Merit System** - The employment of personnel and all actions affecting employees shall be based solely on merit, ability, and equity.
- B. **Nondiscrimination** - There shall be no discrimination against employees or applicants for employment on account of race, creed, color, national origin, or sex, marital status or handicap.
- C. **Nepotism** - The employment of more than one (1) member of the same immediate, family shall be avoided insofar as possible.

### II. ORGANIZATION

- A. The **Manchester Housing Authority** is a public body, politic and corporate, duly organized and existing pursuant to Massachusetts General Laws, Chapter 121B Section 3. The Board of Commissioners are legally responsible for the overall operation of the Authority. The Board consists of five (5) individuals, four (4) members are elected appointed) and the fifth member is appointed by the Commonwealth. The day-to-day activities of the Authority are administered by an Executive Director and the Authority staff.
- B. **Organization Plan** - All positions shall be established in accordance with an organization plan clearly setting forth areas of responsibility and authority. The Authority's current organization plan is attached.
- C. **Full-Time Positions** - The following positions shall be considered full-time positions:

**Maintenance Mechanic**

**Part-Time Positions:**

**Executive Director  
Secretary**

- D. **Delegation of Authority** - Every employee shall be given the authority necessary to perform his/her assigned duties.

### III. JOB TITLES AND CLASSIFICATION-QUALIFICATION STANDARDS

- A. **Executive Director** - The Executive Director shall be employed by the Board and shall be responsible for the day-to day operation of the Authority. The Executive Director shall have had experience which would demonstrate his/her ability to administer the public housing programs of the Commonwealth, including the establishment and execution of management and maintenance procedures; the maintenance of the books of accounts; and he/she should have an appreciation of the philosophy and fundamental purposes of programs and be capable of and interested in interpreting the public housing program to officials and citizens of the community.

- B. Secretary-see attached job description.
- C. Maintenance Worker- see attached job description.
- D. Other Personnel - Other personnel shall be employed by the Executive Director as necessary to perform work on a part-time , seasonal, or contractual basis, within the approved budgetary limitations. Preference shall be given in hiring (1) to involuntarily separated employees of the MHA and (2) to qualified tenants per 760 C. M. R. 6.00 Tenant Participation in the Administration of Public Housing Section 6.02 (ll.).

#### IV. COMPENSATION

- A. Maintenance - For maintenance employees whose salaries are fixed pursuant to Massachusetts General Laws, Chapter 121B, Section 29, appropriate compensation rates shall be paid in accordance with the prevailing rates by classification as established by the Commissioner of the Department of Labor and Industries. Overtime compensation shall be paid at the rate of one and one-half times the approved DL & I wage rate with a minimum one hour callback.
- B. Administrative - For administrative employees other than the Executive Director, appropriate compensation rates shall be determined upon review of the classification performance, current salary, salary range of each of the organizational subordinates and the ability to pay within the prescribed funding level consistent with DHCD Budget Guidelines.
- C. Executive Director - For Executive Director, the appropriate compensation rate shall be determined upon review of his/her performance in a manner consistent with the Board's standards, goals, and objectives in accordance with current Executive Director's contract. Salary Schedule as published by the Director of the Department of Housing and Community Development and the ability to pay within the prescribed funding level consistent with DHCD Budget Guidelines.

#### V. AUTHORITY TO EFFECT PERSONNEL ACTIONS

Authority to appoint, promote, transfer, demote, and separate personnel shall be vested in the Executive Director. All such actions are subject to the Board's review and approval.

#### VI. SELECTION OF EMPLOYMENT APPLICANTS

Persons desiring employment shall file written applications and resumes setting forth their qualifications, experience, references, and other information as may be required.

#### VII. CHANGES IN STATUS OF EMPLOYMENT

- A. Promotions - Vacated or newly established positions shall be filled to the fullest extent consistent with efficient operations, by the promotion of qualified employees.

B.. **Demotions**- An employee shall be subject to demotion under conditions as follows:

1. If he/she has been found unsuited for his/her present position but may be expected to give satisfactory service in a lower paying position.
2. If his/her position has either been abolished or reallocated to a lower paying classification and he/she cannot be transferred to a position of equal pay.

It shall be clearly indicated on all records that the transaction in no way reflects on the employee's performance or ability.

C. **Transfers**

1. Employees shall be transferred within the organization as far as practicable to positions where their highest skill will best be utilized.
2. When transfers of personnel are necessitated by organizational changes, every effort will be made to place the affected employees in positions which will permit them to retain their salaries.

D. **Separations**

1. **Resignations** - An employee who desires to terminate his/her employment shall submit a written resignation at least two (2) weeks in advance, setting forth his/her reasons for resigning.
2. **Dismissals** - An employee who gives unsatisfactory service or who is guilty of violation of regulations shall be subject to dismissal. In such cases the employee, if he/she desires, shall be given a hearing before the Executive Director. In the event that such employee is the Executive Director, said hearing shall be before the Board. In case of dismissal, the employee shall be given a hearing, if so desired, within seven days of a dismissal notification.

3. **Reduction in Force** -

- a. If it is necessary to reduce personnel, the selection of employees to be retained shall be based primarily on their relative efficiency and the necessity of the job entailed.
- b. At least two (2) weeks notice prior to dismissal shall be given an employee except for persons employed for a specific period.

- 4. **Security** - No employee of the Authority, except an employee occupying the position of Executive Director, who has held his/her office or position, including any promotion or reallocation therefrom within the Authority for a total period of five years of uninterrupted service, shall be involuntarily separated therefrom except subject to and in accordance with the provisions of sections 41 and 45, inclusive, of Massachusetts General Laws, Chapter 31, to the same extent as if said office or position were classified under said Chapter.

VIII. **WORKING HOURS**

- A. **Regular Work Week** - The regular work week shall consist of forty (40) hours. Such hours shall be posted and shall be agreed upon by the full time staff and the Executive Director of the Authority as meets the needs of the agency with the approval of the Board. Part-time employees: Shall work a minimum of twenty (20) hours per week, and not more than forty (40) hours per week, depending upon the needs of the agency and the approval of the Board, and consistent with DHCD guidelines for Executive Director. Office Hours shall be posted: 9a.m.-5p.m. on Monday, Wednesdays and Fridays.
- B. **Overtime** - Overtime work shall be avoided as far as possible, but may be required by the Executive Director in the interest of efficient operation.
- C. **Compensatory Time**-Compensatory time shall be allowed at the discretion of the Authority for Administrative staff who are ineligible to receive overtime payments and shall be schedule/taken with the approval of the Executive Director.

## **IX. ABSENCE FROM WORK**

- A. **Holidays** - Holidays with pay shall be observed as follows:

New Year's Day  
Martin Luther King's Day  
Washington's Birthday  
Patriot's Day  
Memorial Day  
Independence Day (4th of July)  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Such holidays shall be taken on the day upon which it falls or the following day when any of said days fall on a Sunday or the preceding day when any of said days falls on a Saturday.

- B. **Vacation Leave** - The vacation year of the Authority shall be the period July 1 to June 30 inclusive. All regular full time and part-time employees shall be credited as of July 1 with vacation leave with pay not to exceed the following:

1. For less than one (1) year's service vacation leave of one (1) day for each calendar month not to exceed ten (10) days. Vacation leave credit will begin at once for persons starting work on the first working day of a calendar month, otherwise on the first day of the following calendar month.
2. For service of one (1) year up to and including four (4) years service completed, vacation leave of two (2) weeks.
3. For service of the fifth year completed up to and including nine (9) years of service completed, vacation leave of three (3) weeks.

4. For service of the tenth year and each year thereafter completed, vacation of four weeks.
5. The Authority shall grant vacation allowance in the vacation year in which becomes available, unless in the Authority's opinion, it is impossible or impracticable to do so because of work schedules or other emergencies. In no event shall vacation leave credit not used be carried over for more than one vacation year. Any vacation leave credit not used by the end of the first vacation year after it was credited must be taken in the succeeding year. The Executive Director is charged with the responsibility of seeing that vacation is taken in the succeeding year in order that the employee may not lose vacation credits.
6. Upon the death of an employee who is eligible for vacation under payment shall be made in an amount equal to the vacation allowance earned in the vacation year prior to the employee's death but which had not been granted, and in addition, that portion of the vacation allowance earned in the vacation year during which the employee died, up to the time of his/her separation of the payroll; provided that no monetary or other allowances has already been made therefore.
7. Employees who are eligible for vacation whose services terminated other than provided above, shall be paid an amount equal to the vacation allowance earned in the vacation year prior to such termination which had not been taken.
8. Proration of vacation shall be made for part-time employees at the rate of average of hours worked per week. Accrued vacation shall not exceed the total number of hours worked per week.

C. **Sick Leave**

1. All regular full-time employees shall be credited with sick leave with pay not to exceed fifteen (15) days for each year of service. Sick leave credit will begin at once for employees starting work on the first working day of a calendar month, otherwise on the first day of the month following employment, and will accumulate each calendar month, thereafter. Regular part-time employees shall be credited on a prorated basis.
2. Sick leave not used in any year may be accumulated no to exceed a total of one hundred twenty (120) days for full-time employees and prorated for part-time employees. No person shall be entitled to a leave of absence with pay on account of sickness in excess of the accumulated sick leave then due.
3. Sick leave shall be granted, at the discretion of the Authority, to employees only under conditions as follows:
  - a. When they are incapacitated for the performance of their duties by sickness or injury.
  - b. When through exposure to contagious disease the presence of the employee at his/her post of duty would jeopardize the health of others.

- c. In the case of serious illness of husband, wife, child, parent of either spouse he/she may be granted sick leave with pay not to exceed seven (7) of the fifteen (15) days granted within any fiscal year.
- 4. Notification of absences shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Authority, be applied to absent without pay. For any period of absence on account of sickness, the Authority may require, for purpose of additional evidence only, a physician's certificate for the necessity of such absence. If such certificate is not filed within seven (7) calendar days after a request therefore, such absence may be applied, at the discretion of the Authority, to absence without pay.
- 5. Employees whose service is either voluntarily or involuntarily terminated shall not be entitled to any compensation in lieu of sick leave not taken unless covered by an employment contract.

D. **Miscellaneous Leave**

- 1. **Personal Leave** - Three days annually shall be granted for Personal leave.
- 2. **Military Leave** - Any employee shall be entitled, during the time of his/her service in the armed forces of the Commonwealth, or during his/her annual tour of duty not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of remuneration as an employee and shall also be entitled to the same leaves of absences of vacation with pay given to other like employees.
- 3. **Court Leave**
  - a. Employees who are called for jury duty shall be granted court leave. Notice of service shall be filed with the Executive Director upon receipt of summons.
  - b. When an employee has been granted court leave for jury or witness service, and is excused by proper court authority, he/she shall report back to his/her official place of duty whenever the interruption in jury or witness service will permit four or more consecutive hours of employment.
  - c. Court leave shall not be granted when an employee is the defendant or is engaged in personal litigation.

E **Leave Without Pay**

- 1. Absence without proper authorization or approval shall be considered leave without pay and may be considered sufficient cause for suspension or dismissal of the employee at the discretion of the Executive Director.

X.. **Health and Safety**

- A. Employees shall be provided safe, sanitary, and healthful working conditions.

- B. Employees shall be covered by Workmen's Compensation Insurance.
- C. Employees shall be covered by voluntary health and life insurance.
- D. Employees shall be provided a drug-free workplace and eligible for referral to substance abuse programs.
- E. Maintenance employees shall be provided a Protective Clothing allowance as determined by the Board annually.

XI. **Training**

- A. Training shall be provided to aid employees to gain efficiency in their work.
- B. Employee training shall be a function of every supervisor.
- C. Reimbursement for training costs shall be consistent with the policy of the Board and at their discretion within the ability of the agency to fund such training.

XII. **Service Records** - A service record shall be maintained for every employee and shall contain complete information pertinent to his/her employment, including dates of employment and pay changes.

XIII. **Travel and Reimbursement**

A. **General**

- 1. No expenses for out-of-state travel shall be allowed
- 2. Transportation of any kind between the home and the office is not reimbursable
- 3. Reasonable charges for hotel rooms shall be reimbursable. Receipt bill shall be submitted for hotel charges.
- 4. Telephone charges incurred in the discharge of duties shall be reimbursed upon presentation of an itemized bill
- 5. Reimbursement shall not be made for expenses incurred for the sole benefit of the traveler, such as valet service entertainment, laundry service, etc.
- 6. Toll charges and parking fees shall be reimbursed upon presentation of documentation and receipts.

B. **Authority-Owned Vehicles**

- 1. Authority-owned vehicles shall be used on official business only. They shall not be operated outside the necessary working hours, unless as directed by the Executive Director. Pleasure riding or use for private purposes is absolutely forbidden. Operators are personally responsible for damage liabilities arising from accidents outside of working hours and involving passengers not traveling on official business. Any accident in which an Authority -

owned vehicle is involved shall be reported forthwith to the Authority.

2. No operator of an Authority-owned vehicle shall transport a passenger or passengers other than those traveling on official business unless otherwise approved by the Authority.

C **Privately-Owned Vehicle**

1. When use of an employee's private car is necessary, the approved mileage rate for reimbursement is not to exceed that allowed in the current DHCD Budget guidelines.
2. Private vehicle mileage reimbursement shall be payable only to one of two or more employees traveling together in the same vehicle.

D. **Meals**

1. Employees shall be reimbursed for meals when on full travel status, which is defined as being temporarily absent from home on assignment to duty for more than twenty-four (24) hours.
2. For travel of one (1) day's duration starting two (2) hours or more before compensation time, the employee will be entitled to the breakfast allowance. For travel of (1) day's duration ending two (2) or more after compensation time, such employee will be entitled to the evening meal allowance. In no event will midday meal be allowed for travel of less than twenty-four (24) hours duration. Voucher must state in case of breakfast allowance the time of departure and the time compensation commenced, in the case of the evening allowance must state the time compensation ceases and time of arrival home. Voucher must state necessity for early departure or late return as well as a statement giving the regularly scheduled work week.
3. Reimbursement shall be allowed for actual meal expenses incurred including tips, not to exceed the current DHCD Budget Guidelines.

XIV. **Bonuses and Presents** - Operation costs shall not include the cost of any bonus, payment or Christmas or others presents to the Members or employees of the Authority in cash or any other form.

XV. **Entertainment Expenses** - Operation costs shall not include expenses incurred for the provision of entertainment and incidental food and beverages for Members or employees of the Authority.

XVI. **Amendment** - The Personnel Policy may be amended or updated to comply with DHCD policy or local public practice. Such amendment will be made by resolution of the Authority Board and must have DHCD approval.

Revised December 1995  
Voted 1/22/96 MHA Board  
Approved EOCD 1996  
Revised June 1998  
Amended August 12, 1998

1998, 1994

## MANCHESTER HOUSING AUTHORITY PERSONNEL POLICY

### I. BASIC PRINCIPLES

- A. **Merit System** - The employment of personnel and all actions affecting employees shall be based solely on merit, ability, and equity.
- B. **Nondiscrimination** - There shall be no discrimination against employees or applicants for employment on account of race, creed, color, national origin, or sex, marital status or handicap.
- C. **Nepotism** - The employment of more than one (1) member of the same immediate family shall be avoided insofar as possible.

### II. ORGANIZATION

- A. The **Manchester Housing Authority** is a public body, politic and corporate, duly organized and existing pursuant to Massachusetts General Laws, Chapter 121B Section 3. The Board of Commissioners are legally responsible for the overall operation of the Authority. The Board consists of five (5) individuals, four (4) members are elected appointed) and the fifth member is appointed by the Commonwealth. The day-to-day activities of the Authority are administered by an Executive Director and the Authority staff.
- B. **Organization Plan** - All positions shall be established in accordance with an organization plan clearly setting forth areas of responsibility and authority. The Authority's current organization plan is attached.
- C. **Full-Time Positions** - The following positions shall be considered full-time positions:

**Maintenance Mechanic**

**Part-Time Positions:**

**Executive Director  
Secretary**

- D. **Delegation of Authority** - Every employee shall be given the authority necessary to perform his/her assigned duties.

### III. JOB TITLES AND CLASSIFICATION-QUALIFICATION STANDARDS

- A. **Executive Director** - The Executive Director shall be employed by the Board and shall be responsible for the day-to day operation of the Authority. The Executive Director shall have had experience which would demonstrate his/her ability to administer the public housing programs of the Commonwealth, including the establishment and execution of management and maintenance procedures; the maintenance of the books of accounts; and he/she should have an appreciation of the philosophy and fundamental purposes of programs and be capable of and interested in interpreting the public housing program to officials and citizens of the community.

- B. Secretary-see attached job description.
- C. Maintenance Worker- see attached job description.
- D. Other Personnel - Other personnel shall be employed by the Executive Director as necessary to perform work on a part-time , seasonal, or contractual basis, within the approved budgetary limitations. Preference shall be given in hiring (1) to involuntarily separated employees of the MHA and (2) to qualified tenants per 760 C. M. R. 6.00 Tenant Participation in the Administration of Public Housing Section 6.02 (l1.).

IV. **COMPENSATION**

- A. Maintenance - For maintenance employees whose salaries are fixed pursuant to Massachusetts General Laws, Chapter 121B, Section 29, appropriate compensation rates shall be paid in accordance with the prevailing rates by classification as established by the Commissioner of the Department of Labor and Industries. Overtime compensation shall be paid at the rate of one and one-half times the approved DL & I wage rate with a minimum one hour callback.
- B. Administrative - For administrative employees other than the Executive Director, appropriate compensation rates shall be determined upon review of the classification performance, current salary, salary range of each of the organizational subordinates and the ability to pay within the prescribed funding level consistent with EOCD Budget Guidelines.
- C. Executive Director - For Executive Director, the appropriate compensation rate shall be determined upon review of his/her performance in a manner consistent with the Board's standards, goals, and objectives in accordance with current Executive Director's contract. Salary Schedule as published by the Secretary of the Executive Office of Communities and Development and the ability to pay within the prescribed funding level consistent with EOCD Budget Guidelines.

V. **AUTHORITY TO EFFECT PERSONNEL ACTIONS**

Authority to appoint, promote, transfer, demote, and separate personnel shall be vested in the Executive Director. All such actions are subject to the Board's review and approval.

VI. **SELECTION OF EMPLOYMENT APPLICANTS**

Persons desiring employment shall file written applications and resumes setting forth their qualifications, experience, references, and other information as may be required.

VII. **CHANGES IN STATUS OF EMPLOYMENT**

- A. Promotions - Vacated or newly established positions shall be filled to the fullest extent consistent with efficient operations, by the promotion of qualified employees.
- B.. Demotions- An employee shall be subject to demotion under conditions as follows:
  - 1. If he/she has been found unsuited for his/her present position but may be expected to give satisfactory service in a lower paying position.
  - 2. If his/her position has either been abolished or reallocated to a lower paying

classification and he/she cannot be transferred to a position of equal pay. It shall be clearly indicated on all records that the transaction in no way reflects on the employee's performance or ability.

C. **Transfers**

1. Employees shall be transferred within the organization as far as practicable to positions where their highest skill will best be utilized.
2. When transfers of personnel are necessitated by organizational changes, every effort will be made to place the affected employees in positions which will permit them to retain their salaries.

D. **Separations**

1. **Resignations** - An employee who desires to terminate his/her employment shall submit a written resignation at least two (2) weeks in advance, setting forth his/her reasons for resigning.
2. **Dismissals** - An employee who gives unsatisfactory service or who is guilty of violation of regulations shall be subject to dismissal. In such cases the employee, if he/she desires, shall be given a hearing before the Executive Director. In the event that such employee is the Executive Director, said hearing shall be before the Board. In case of dismissal, the employee shall be given a hearing, if so desired, within seven days of a dismissal notification.
3. **Reduction in Force -**
  - a. If it is necessary to reduce personnel, the selection of employees to be retained shall be based primarily on their relative efficiency and the necessity of the job entailed.
  - b. At least two (2) weeks notice prior to dismissal shall be given an employee except for persons employed for a specific period.
4. **Security** - No employee of the Authority, except an employee occupying the position of Executive Director, who has held his/her office or position, including any promotion or reallocation therefrom within the Authority for a total period of five years of uninterrupted service, shall be involuntarily separated therefrom except subject to and in accordance with the provisions of sections 41 and 45, inclusive, of Massachusetts General Laws, Chapter 31, to the same extent as if said office or position were classified under said Chapter.

VIII. **WORKING HOURS**

A. **Regular Work Week** - The regular work week shall consist of forty (40) hours. Such hours shall be posted and shall be agreed upon by the full time staff and the Executive Director of the Authority as meets the needs of the agency with the approval of the Board. Part-time employees: Twenty hours per week or less depending upon the needs of the agency and the approval of the Board, and consistent with EOCD Guidelines for Executive Director. Office Hours shall be posted: 9a.m.-5p.m. on Monday, Wednesdays and Fridays.

B. **Overtime** - Overtime work shall be avoided as far as possible, but may be required by the Executive Director in the interest of efficient operation.

C. **Compensatory Time**-Compensatory time shall be allowed at the discretion of the Authority for Administrative staff who are ineligible to receive overtime payments and shall be schedule/taken with the approval of the Executive Director.

### VIII. **ABSENCE FROM WORK**

A. **Holidays** - Holidays with pay shall be observed as follows:

New Year's Day  
Martin Luther King's Day  
Washington's Birthday  
Patriot's Day  
Memorial Day  
Independence Day (4th of July)  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

Such holidays shall be taken on the day upon which it falls or the following day when any of said days fall on a Sunday or the preceding day when any of said days falls on a Saturday.

B. **Vacation Leave** - The vacation year of the Authority shall be the period July 1 to June 30 inclusive. All regular full time employees shall be credited as of July 1 with vacation leave with pay not to exceed the following:

1. For less than one (1) year's service vacation leave of one (1) day for each calendar month not to exceed ten (10) days. Vacation leave credit will begin at once for persons starting work on the first working day of a calendar month, otherwise on the first day of the following calendar month.
2. For service of one (1) year up to and including four (4) years service completed, vacation leave of two (2) weeks.
3. For service of the fifth year completed up to and including nine (9) years of service completed, vacation leave of three (3) weeks.
4. For service of the tenth year and each year thereafter completed, vacation of four weeks.
5. The Authority shall grant vacation allowance in the vacation year in which becomes available, unless in the Authority's opinion, it is impossible or impracticable to do so because of work schedules or other emergencies. In no event shall vacation leave credit not used be carried over for more than one vacation year. Any vacation leave credit not used by the end of the first vacation year after it was credited must be taken in the succeeding year. The Executive Director is charged with the responsibility of seeing that vacation is taken in the succeeding year in order that the employee may not

lose vacation credits.

6. Upon the death of an employee who is eligible for vacation under payment shall be made in an amount equal to the vacation allowance earned in the vacation year prior to the employee's death but which had not been granted, and in addition, that portion of the vacation allowance earned in the vacation year during which the employee died, up to the time of his/her separation of the payroll; provided that no monetary or other allowances has already been made therefore.
7. Employees who are eligible for vacation whose services terminated other than provided above, shall be paid an amount equal to the vacation allowance earned in the vacation year prior to such termination which had not been taken.
8. Proration of vacation shall be made for part-time employees at the rate of one half that allowed full time employees.

C. **Sick Leave**

1. All regular full-time employees shall be credited with sick leave with pay not to exceed fifteen (15) days for each year of service. Sick leave credit will begin at once for employees starting work on the first working day of a calendar month, otherwise on the first day of the month following employment, and will accumulate each calendar month, thereafter.
2. Sick leave not used in any year may be accumulated no to exceed a total of one hundred twenty (120) days. No person shall be entitled to a leave of absence with pay on account of sickness in excess of the accumulated sick leave then due.
3. Sick leave shall be granted, at the discretion of the Authority, to employees only under conditions as follows:
  - a. When they are incapacitated for the performance of their duties by sickness or injury.
  - b. When through exposure to contagious disease the presence of the employee at his/her post of duty would jeopardize the health of others.
  - c. In the case of serious illness of husband, wife, child, parent of either spouse he/she may be granted sick leave with pay not to exceed seven (7) of the fifteen (15) days granted within any fiscal year.
4. Notification of absences shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Authority, be applied to absent without pay. For any period of absence on account of sickness, the Authority may require, for purpose of additional evidence only, a physician's certificate for the necessity of such absence. If such certificate is not filed within seven (7) calendar days after a request therefore, such absence may be applied, at the discretion of the Authority, to absence without pay.

5. Employees whose service is either voluntarily or involuntarily terminated shall not be entitled to any compensation in lieu of sick leave not taken unless covered by an employment contract.

D. **Miscellaneous Leave**

1. **Personal Leave** - Three days annually shall be granted for Personal leave.
2. **Military Leave** - Any employee shall be entitled, during the time of his/her service in the armed forces of the Commonwealth, or during his/her annual tour of duty not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of remuneration as an employee and shall also be entitled to the same leaves of absences of vacation with pay given to other like employees.
3. **Court Leave**
  - a. Employees who are called for jury duty shall be granted court leave. Notice of service shall be filed with the Executive Director upon receipt of summons.
  - b. When an employee has been granted court leave for jury or witness service, and is excused by proper court authority, he/she shall report back to his/her official place of duty whenever the interruption in jury or witness service will permit four or more consecutive hours of employment.
  - c. Court leave shall not be granted when an employee is the defendant or is engaged in personal litigation.

E. **Leave Without Pay**

1. Absence without proper authorization or approval shall be considered leave without pay and may be considered sufficient cause for suspension or dismissal of the employee at the discretion of the Executive Director.

X.. **Health and Safety**

- A. Employees shall be provided safe, sanitary, and healthful working conditions.
- B. Employees shall be covered by Workmen's Compensation Insurance.
- C. Employees shall be covered by voluntary health and life insurance.
- D. Employees shall be provided a drug-free workplace and eligible for referral to substance abuse programs.
- E. Maintenance employees shall be provided a Protective Clothing allowance as determined by the Board annually.

XI. **Training**

- A. Training shall be provided to aid employees to gain efficiency in their work.

- B. Employee training shall be a function of every supervisor.
- C. Reimbursement for training costs shall be consistent with the policy of the Board and at their discretion within the ability of the agency to fund such training.

XII. **Service Records** - A service record shall be maintained for every employee and shall contain complete information pertinent to his/her employment, including dates of employment and pay changes.

XIII. **Travel and Reimbursement**

A. **General**

- 1. No expenses for out-of-state travel shall be allowed
- 2. Transportation of any kind between the home and the office is not reimbursable
- 3. Reasonable charges for hotel rooms shall be reimbursable. Receipt bill shall be submitted for hotel charges.
- 4. Telephone charges incurred in the discharge of duties shall be reimbursed upon presentation of an itemized bill
- 5. Reimbursement shall not be made for expenses incurred for the sole benefit of the traveler, such as valet service entertainment, laundry service, etc.
- 6. Toll charges and parking fees shall be reimbursed upon presentation of documentation and receipts.

B. **Authority-Owned Vehicles**

- 1. Authority-owned vehicles shall be used on official business only. They shall not be operated outside the necessary working hours, unless as directed by the Executive Director. Pleasure riding or use for private purposes is absolutely forbidden. Operators are personally responsible for damage liabilities arising from accidents outside of working hours and involving passengers not traveling on official business. Any accident in which an Authority-owned vehicle is involved shall be reported forthwith to the Authority.
- 2. No operator of an Authority-owned vehicle shall transport a passenger or passengers other than those traveling on official business unless otherwise approved by the Authority.

C. **Privately-Owned Vehicle**

- 1. When use of an employee's private car is necessary, the approval mileage rate for reimbursement is that currently in use by the U. S. Internal Revenue Service for business mileage.
- 2. Private vehicle mileage reimbursement shall be payable only to one of two or more employees traveling together in the same vehicle.

D. **Meals**

1. Employees shall be reimbursed for meals when on full travel status, which is defined as being temporarily absent from home on assignment to duty for more than twenty-four (24) hours.
2. For travel of one (1) day's duration starting two (2) hours or more before compensation time, the employee will be entitled to the breakfast allowance. For travel of (1) day's duration ending two (2) or more after compensation time, such employee will be entitled to the evening meal allowance. In no event will midday meal be allowed for travel of less than twenty-four (24) hours duration. Voucher must state in case of breakfast allowance the time of departure and the time compensation commenced, in the case of the evening allowance must state the time compensation ceases and time of arrival home. Voucher must state necessity for early departure or late return as well as a statement giving the regularly scheduled work week.
3. Reimbursement shall be allowed for actual meal expenses incurred including tips, not to exceed the current EOCD Budget Guidelines.

XIV. **Bonuses and Presents** - Operation costs shall not include the cost of any bonus, payment or Christmas or others presents to the Members or employees of the Authority in cash or any other form.

XV. **Entertainment Expenses** - Operation costs shall not include expenses incurred for the provision of entertainment and incidental food and beverages for Members or employees of the Authority.

XVI. **Amendment** - The Personnel Policy may be amended or updated to comply with EOCD policy or local public practice. Such amendment will be made by resolution of the Authority Board and must have EOCD approval.

Revised December 1994

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# Manchester Housing Authority, Inc.

THE PLAINS - OFF OLD ESSEX ROAD  
MANCHESTER, MASSACHUSETTS 01944  
(617) 526-1850



July 8, 1986

## MANCHESTER HOUSING AUTHORITY

### EXCEPTIONAL CASE PLAN

Pursuant to 760 CMR 5.10, the Manchester Housing Authority hereby adopts the following Exceptional Case Plan setting forth the definition of Exceptional Case Applicant to be utilized by the Authority, and the circumstances under which the Authority shall grant Exceptional Case status, to an otherwise eligible applicant for family or elderly/handicapped housing, and offer placement pursuant to 5.09:

- I. Exceptional Case Applicant - an eligible applicant for family or elderly/handicapped housing in a living or homeless situation in which there is a significant and direct threat to the life or safety of the applicant or any household member that would be alleviated by placement in an appropriate unit, provided that (a) a member of the applicant household has not caused or substantially contributed to the life-threatening situation, and (b) the applicant household has pursued ways to prevent or avoid life-threatening situations by seeking assistance through the courts or appropriate administrative or enforcement agencies, and (c) made sincere efforts to locate alternative housing.
- II. The Authority shall grant Exceptional Case status to an otherwise eligible applicant under the following circumstances:
  - A. Homelessness for Causes Other Than the Fault of the Applicant or Member of the Applicant Household. This category would include applicants who are, in the determination of the Authority, without shelter of any kind and require immediate placement due to causes outside the control of the applicant or members of the applicant's household, excluding those causes which entitle the applicant to be placed in priority category pursuant to 760 CMR 5.08. A significant and direct threat to life or safety must be evidenced.
  - B. Acute Medical Emergencies. Situations in which the applicant or members of the applicant household is suffering an acute medical emergency, constituting a direct threat to life, caused by the lack of suitable housing. Such an acute medical emergency must be documented and verified to the satisfaction of the Authority.
  - C. Abusive Situations. Situations in which an applicant or member of the applicant household suffers abuse constituting a significant and direct threat to life or safety, and has exhausted all means of preventing and avoiding future life-threatening situations, by seeking assistance through the courts and appropriate administrative

III. The Authority, pursuant to 760 CMR 5.09, shall offer placement to an applicant, under the provisions of this plan, upon verification of all documentation provided to the Authority, relative to the applicant's meeting the definition of the Exceptional Case Applicant as outlined in I above, and the applicant's meeting those circumstances in which the LHA grants Exceptional Case Status. Upon an applicant's designation as an Exceptional Case by the Tenant Selection Staff, the next appropriate available unit shall be offered. Denials of Exceptional Case petitions shall be subject to review pursuant to 760 CMR 5.12 (Review of Denial of Eligibility). Once designated an Exceptional Case, an applicant shall remain on an established Exceptional Case Waiting List until such time as suitable housing is obtained by an applicant from any source. Upon notification by the applicant that suitable housing has been obtained, the applicant may request to be placed on the appropriate waiting list by bedroom size as a Standard Applicant.

IV. Relationship to Affirmative Action Goals. If the Authority at any time determines that the number of applicants granted Exceptional Case Status substantially interferes with the achievement by the Authority of its affirmative action goals, then this plan shall be revised, upon public notice and in conformity with EOCD requirements, to maintain a proper balance between Exceptional Case and Affirmative Action and Standard Applicants.

## STANDARD EMERGENCY CASE PLAN FOR LHAs

Pursuant to 760 CMR 5.11, the Local Housing Authority (LHA): \_\_\_\_\_ hereby adopts the following Emergency Case Plan.

**I. STATEMENT OF POLICY AND PURPOSE.** Through this Plan, the LHA seeks to establish a fair and uniform standard to be applied to all applicants for Emergency Case Status to the end that similarly situated applicants will receive similar treatment. Requirements as to evidence, documentation and verification employed by the LHA in making determinations of Emergency Case Status shall be reasonable in relation to the realistic capacity and resources of the applicant.

**II. DEFINITION OF HOMELESS APPLICANT.** As required by 760 CMR 5.11 and consistent with the definition in 5.03, the LHA shall define a "Homeless Applicant" as an applicant who has been or is imminently faced with displacement from his/her "Primary Residence" as a result of circumstances described in Section III below, and who:

- (A) is without a place to live or is in a living situation in which there is a significant immediate and direct threat to the life or safety of the applicant or a household member which situation would be alleviated by placement in an appropriate unit; and
- (B) has made reasonable efforts to locate alternative housing; and
- (C) has not caused or substantially contributed to the safety - or life-threatening situation; and
- (D) has pursued available ways to prevent or avoid the safety - or life-threatening situation by seeking assistance through the courts or appropriate administrative or enforcement agencies.

"Primary Residence" is defined by 760 CMR 5.03 as the principal home (domicile) occupied by all members of an applicant household not less than nine months of the year.

**III. THE LHA SHALL GRANT PRIORITY 4 -EMERGENCY CASE STATUS** to an otherwise eligible and qualified "Homeless Applicant" who meets the definition in Section II above, and who is displaced from his/her "Primary Residence" under the following circumstances:

(A) **Homeless and Facing a Significant Immediate and Direct Threat to the Life or Safety of the Applicant or any Household Member for Causes Other Than the Fault of the Applicant or Member of the Applicant Household.** Applicants are "homeless and facing a significant immediate and direct threat to life or safety" if they meet the definition set out in Section II above. "Causes other than the fault of the applicant or member of the applicant household" shall mean causes outside their reasonable control, including but not limited to substandard housing conditions which directly and substantially endanger or impair the health, safety, or well-being of the family, and other circumstances as determined by the LHA.

(B) **Severe Medical Emergencies.** An applicant is suffering a severe medical emergency if the applicant or member of the applicant household is determined by the LHA to suffer from an illness or injury posing a severe and medically documented threat to life or safety which has been significantly caused by the

lack of suitable housing or as to which the lack of suitable housing is a substantial impediment to treatment or recovery.

(C) **Abusive Situation.** An applicant is in an abusive situation if the applicant or member of the applicant household is determined by the LHA to be a victim of abuse as defined in the Abuse Prevention Act (G.L. c.209A, §1), which abuse constitutes a significant and direct threat to life or safety. The Abuse Prevention Act defines "abuse" as the occurrence of one or more of the following acts between "family or household members": (1) attempting to cause or causing physical harm; (2) placing another in fear of imminent serious physical harm; or (3) causing another to engage involuntarily in sexual relations by force, threat or duress. "Family or household members" are individuals who are related by blood or marriage, have a child together, or who now or formerly resided in the same household or dated each other.

#### IV. ADMINISTRATION OF THE PLAN

(A) **Applications.** Emergency Case applications shall be processed using the same application procedures, determination of eligibility procedures, verification procedures, and appeal procedures as Standard Applicants. In view of the nature of Emergency Cases, the LHA shall make every reasonable effort to process Emergency Case applications promptly and to make timely determinations of eligibility or ineligibility. If the applicant is found to be eligible and qualified, but not to qualify for Emergency Case Status, he or she shall be treated as a Standard Applicant.

(B) **Placement.** When an applicant has been determined by the LHA to qualify as an Emergency Case applicant, the applicant shall be offered the next appropriate and available unit, in accordance with the priority ranking of 760 CMR 5.09(1) and the preference ranking of 760 CMR 5.09(2). If no appropriate unit is available, the applicant shall remain as an Emergency Case priority on the waiting list for each appropriate housing program and bedroom size. If the LHA determines that an applicant granted Emergency Case Status but not yet offered a unit has obtained permanent housing suitable for his/her household size and income, the applicant shall no longer be considered an Emergency Case applicant, and shall remain on the appropriate waiting lists as a Standard Applicant.

(C) **Records.** The LHA shall maintain records with regard to Emergency Case applicants in accordance with 760 CMR 5.16.

(D) **Relationship to Affirmative Action Goals.** If the LHA or DHCD at any time determines that the number of applicants granted Emergency Case Status substantially interferes with the achievement by the LHA of its Affirmative Action goals, then this Plan shall be revised, upon public notice and in conformity with DHCD requirements, to maintain a proper balance between Emergency Case and Affirmative Action applicants.

#### V. PROCEDURES FOR PROCESSING EMERGENCY CASE APPLICATIONS.

Upon receipt of an application for Emergency Case Status, the LHA shall determine whether the applicant is apparently eligible based solely on the information in the application. If so, it shall follow the procedures below. The applicant must qualify under each of the criteria set forth below:

- (A) Determine whether the applicant is a "Homeless Applicant" as defined above, and if so;
- (B) Determine whether displacement has been or will be from the applicant's "Primary Residence," as defined above, and if so;

(C) Determine whether the applicant meets all of the requirements in any one of the Paragraphs (1, 2, or 3) below.

1. Requirement of Paragraph 1:

The loss of housing was not caused by the fault of the applicant or household member.

2. Requirements of Paragraph 2:

a. The applicant or a member of the applicant household is suffering an illness or injury which poses a severe and medically documented threat to life or safety; and

b. the medical emergency has either been significantly caused by lack of suitable housing or lack of suitable housing is a substantial impediment to treatment or recovery.

3. Requirements of Paragraph 3:

a. The applicant or a member of the applicant household is the victim of abuse as defined in Section III (C); and

b. the abuse constitutes a significant immediate and direct threat to life or safety of the applicant or a member of the applicant household.

If the criteria in Sections V (A) and (B) and the requirements of Paragraph 1, 2 or 3 of Section V (C) above have been met, then:

(D) Determine whether the applicant is eligible under the standards set forth in 760 CMR 5.06 and 5.07.

(E) Determine whether the applicant is qualified under the standards set forth in 760 CMR 5.08.

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## **Manchester Housing Authority Reasonable Accommodation Policy & Procedure**

It is the policy of the Manchester Housing authority to not discriminate against persons with disabilities in any way, shape or form. Within reason, it is the intent of the Manchester Housing Authority to accommodate the needs of individuals, whether they exist for tenants, employees, program participants, or applicants for tenancy, employment and/or program participation.

A reasonable accommodation is a change that the MHA can make to its facilities or practices that will assist an otherwise eligible person with a disability to overcome the limitations imposed by his or her disability and to be able to participate in the MHA's housing or programs. Such a change must be financially and programmatically feasible for the housing authority.

It is the policy of the Manchester Housing Authority to provide reasonable accommodations to all individuals with disabilities unless the accommodation would present an undue hardship and/or unreasonable financial burden to the authority or alter the nature of the program. In such cases where a request for reasonable accommodations may present an undue hardship or financial burden for the housing authority, the Manchester Housing Authority will attempt to propose alternate solutions and/or accommodations, which do not create a hardship.

An applicant household or tenant which has a member with a mental and/or physical disability must still be able to meet essential obligations of tenancy (for example, the household must be able to pay rent, to care for the apartment, to report required information to the MHA, and to avoid disturbing neighbors), but an accommodation may be the basis by which the household is able to meet those obligations of tenancy.

The MHA has assigned the Executive Director as its Accommodation Coordinator. If you need an accommodation because of a disability, please submit a written request outlining your request for an accommodation. Your request must include the following:

- Accommodation Requested (be specific)
- How the accommodation will address/improve the disability
- A letter from your doctor verifying the existence of a disability, and the need for an accommodation to overcome these limitations. This letter must be signed, and have your doctors full name, address, phone and fax numbers.

Within thirty (30) days of receipt of your request and documentation, the Accommodation Coordinator will contact you to discuss what the MHA can reasonably do to accommodate you on account of your disability.

If you or a member of your household has a mental and/or physical disability, and as a result you need an accommodation, you may request it at any time. However, you are not obliged to make such a request, and if you prefer not to do so that is your right.

Any questions regarding the Manchester Housing Authority's Reasonable Accommodation Policy and Procedures should be directed to the Executive Director.

**Policy adopted on:** 1/16/2013

# MANCHESTER HOUSING AUTHORITY

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Manchester-by-the-Sea, Massachusetts 01944  
Tel: (978) 526-1850

## Manchester Housing Authority Reasonable Accommodation/Modification Policy and Procedures

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Approved by the Board November 17, 2021



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## **INTRODUCTION**

This Reasonable Accommodation/Modification Policy and Procedures, comprised of Part A and Part B, sets forth the policy and procedures of the Manchester Housing Authority (the “MHA”) regarding making reasonable accommodations and reasonable modifications for qualified applicants or residents<sup>1</sup> with disabilities for participation in the MHA programs and activities.<sup>2</sup> A copy of this Reasonable Accommodation/Modification Policy and Procedures is posted in MHA common areas and on the MHA website, located at [www.Manchestermaha.org](http://www.Manchestermaha.org). Additionally, a copy of this Reasonable Accommodation/Modification Policy and Procedures may be obtained upon request by contacting the MHA office at 978-526-1850 by mail.

## **PART A: POLICY**

### **SECTION 1. DEFINITIONS**

1.1. The term “ADA” shall mean the Americans with Disabilities Act, as amended.

1.2. The term “FHA” shall mean the Fair Housing Act of 1968, as amended.

1.3. The term “*individual with a disability*”, shall mean:

- (i) A physical or mental impairment that substantially limits one or more of the major life activities of such individual;
- (ii) A record of such an impairment; or
- (iii) Being regarded as having such an impairment

This definition shall be interpreted as further detailed in 28 CFR § 35.108 (Title II ADA regulations).

1.4. The term “Policy” shall mean Part A of this Reasonable Accommodation/Modification Policy and Procedures, as adopted by the MHA Board, and as may be amended from time to time.

1.5. The term “Procedures” shall mean Part B of this Reasonable Accommodation/Modification Policy and Procedures, and as may be amended from time to time, in a manner consistent with the Policy, by the MHA’s Board.

1.6. The term “reasonable accommodation” as used herein means a change in the MHA’s rules, policies, practices, or services, that may be necessary to provide persons with disabilities an equal opportunity to participate in MHA programs, activities, and services,

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<sup>1</sup> Reasonable accommodation/modification policies with respect to MHA employees are [available at]/[attached as Attachment X].

<sup>2</sup> Relevant program-specific requirements or procedures not addressed in Part A or Part B of this policy are incorporated in Attachment 8.



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and/or to enjoy MHA dwellings or facilities.

1.7 The term “reasonable modification” as used herein means a physical change, such as to a dwelling unit, building, common or public area, etc., necessary to afford persons with disabilities an equal opportunity to use and enjoy the premises and/or to access programs, activities, and services.

## SECTION 2. POLICY STATEMENT

The MHA is committed to ensuring that its policies and practices do not deny individuals with disabilities the equal opportunity to access, participate in, or benefit from, the MHA’s housing services, programs, and facilities, nor otherwise discriminate against individuals with disabilities in connection with the operation of the MHA’s housing services or programs. Therefore, if an individual with a disability requires a reasonable accommodation, i.e., a change to its rules, policies, practices, or services, or a reasonable modification, i.e., a physical alteration to a housing unit or public or common use area, the MHA will provide such a reasonable accommodation/modification, unless doing so would result in a fundamental alteration to the nature of the program or an undue financial and administrative burden. In such a case, the MHA will engage in an interactive process with the individual or person acting on the individual’s behalf to make another accommodation/modification that would not result in a fundamental alteration or financial and administrative burden.

## SECTION 3. PURPOSE

3.1 This Policy is intended to:

- (a) communicate the MHA’s position regarding reasonable accommodations/modifications for persons with disabilities in connection with the MHA’s housing programs services, and policies;
- (b) establish a procedural guide for implementing such Policy; and
- (c) comply with applicable federal, state and local laws to ensure accessibility for persons with disabilities to housing programs, benefits and services administered by the MHA.

## SECTION 4. AUTHORITY

4.1 The requirements of this Policy are based upon the following statutes and regulations:



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(a)Section 504 of the Rehabilitation Act of 1973, as amended (“Section 504”), and implementing regulations at 24 CFR part 8, which prohibit discrimination on the basis of disability status by recipients of federal financial assistance;

(b)The Fair Housing Act (“FHA”), as amended, which prohibits discrimination in the sale, rental and financing of dwellings on the basis of disability and other protected classes. Reasonable accommodation requirements are further clarified under The Joint Statement of the Department of Housing and Urban Development and the Department of Justice on Reasonable Accommodations under the Fair Housing Act<sup>3</sup>;

(c)Title II of the Americans With Disabilities Act (“ADA”), as amended, and implementing regulations at 28 CFR part 35, prohibit discrimination on the basis of disability status by public entities. Except as provided in §35.102(b), of 28 CFR Part 35, the ADA applies to all services, programs and activities provided or made available by public entities (State and local governments and agencies and instrumentalities thereof);

(d)Massachusetts General Laws chapter 151B, which prohibits discrimination against persons with disabilities and other protected classes in the renting, leasing, or sale of housing accommodations.

## SECTION 5. MONITORING AND ENFORCEMENT

The MHA [Reasonable Accommodation Coordinator/Executive Director/Other MHA employee] is responsible for monitoring the MHA’s compliance with this Policy and enforcing the requirements under this Policy. Questions regarding this Policy, its interpretation or implementation should be made by contacting the office by email at [ifrontiero@manchestermaha.org](mailto:ifrontiero@manchestermaha.org), in writing, or in person by appointment, at the office by calling 978-526-1850.

## SECTION 6. GENERAL PRINCIPLES FOR PROVIDING REASONABLE ACCOMMODATIONS/MODIFICATIONS

6.1 Listed below are the general principles which provide a foundation for the Policy and which MHA staff should apply when responding to requests for reasonable accommodations/modifications within all MHA housing programs:

(a) It is presumed that the individual with a disability is usually knowledgeable of the appropriate types of, and methods for providing, reasonable accommodations/modifications needed when making a request. However, the MHA may offer equally effective alternatives to the requested accommodation, and/or alternative methods for providing the requested accommodation/modification.

<sup>3</sup> [https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint\\_statement\\_ra.pdf](https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint_statement_ra.pdf).



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(b) The procedure for evaluation and responding to requests for a reasonable accommodation/modification relies on a cooperative relationship between the MHA and the applicant/resident, or person acting on the applicant/resident's behalf. The process is not adversarial. Instead, it is an **interactive process**, including for the purposes of addressing any needed clarifications as to what is being requested or information that was submitted, any further information that may be needed, and/or in some cases, to discuss alternative accommodations/modifications that may meet the individual's needs.

(c) The MHA shall inform all applicants and residents of alternative forms of communication. The Request for Reasonable Accommodations/Modifications form ("Request Form") (a copy of which is attached to this Policy and Procedures as Attachment 2) is designed to assist the MHA and our applicants/residents. If an applicant/resident does not, or cannot use the Request Form, the MHA will still respond to the request for an accommodation/modification. The applicant/resident may also request assistance with the Request Form, or may request that the Request Form be provided in an equally effective format or means of communication through auxiliary aids and services.

(i) Some examples of auxiliary aids and services include the following: qualified interpreters, printed material, telecommunications products and systems including text telephones (TTYs), assistive listening devices, or other effective methods of making aurally delivered materials available to persons who are deaf or hard of hearing; qualified readers, taped texts, audio recordings, materials written in Braille, large print materials, or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.

(d) If the accommodation/modification is reasonable (see Procedure 3 below), the MHA will grant it.

(e) In accordance with Procedure 3 below, the MHA will grant the request for a reasonable accommodation/modification only to the extent that an undue financial and administrative burden or fundamental alteration to the nature of the program is not created thereby. A "fundamental alteration" is a modification that alters the essential nature of a provider's operations (e.g., a request for a service such as a transportation service that the MHA does not provide under its program). The MMA will make a determination of undue financial and administrative burden on a case-by-case basis, involving various factors, such as the cost of the reasonable accommodation/modification, the financial resources of the MHA, the benefits the accommodation/modification would provide to the requester, and the availability of alternative accommodations/modifications that would adequately meet the requester's disability-related needs.



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The MHA will also grant reasonable modifications in accordance applicable laws, including G.L. c. 151B § 4(7A) with respect to reasonable modifications that are at the expense of owners in publicly assisted housing. The MHA will also set-aside and consult resources for its state-aided public housing in accordance with PHN 2011-13.

(f) All written documents required by or as a result of this Policy must contain plain language and be in appropriate alternative formats in order to communicate information and decisions to the person requesting the accommodation/modification.

(g) Any in-person meetings with a person with mobility impairments will be held in an accessible location. Reasonable accommodations will also be made to meet the person's disability-related needs, including through telephonic or remote meetings, as well as through requested auxiliary aids or services, to ensure the person has an equally effective opportunity to attend and participate

## SECTION 7. AMENDMENTS

7.1. The Policy may be amended only by resolution of the Board of the MHA.

7.2. The Procedures may be amended within the scope of the Policy by the Board of the MHA.

7.3. Legal Compliance. Any amendment to the Policy or Procedures shall be consistent with all applicable laws and regulations.

## SECTION 8. STAFF TRAINING

The [Equal Opportunity Officer/Reasonable Accommodation Coordinator/Executive Director/other MHA employee] will ensure that MHA staff are familiar with this Policy and Procedures and all applicable federal, state and local requirements regarding reasonable accommodations/modifications. The [Equal Opportunity Officer/Executive Director] will avail himself/herself of training opportunities related to anti-discrimination efforts and reasonable accommodations/modifications.

## PART B: PROCEDURES

### PROCEDURE 1 - COMMUNICATION WITH APPLICANTS AND RESIDENTS

1. At the time of application, all applicants will be provided with the opportunity to request a reasonable accommodation/modification on the Common Housing Application for Massachusetts Public-Housing (CHAMP) or by paper application, or, upon the applicant's request, in another equally effective format. The Notice to All Applicants and



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Residents: Reasonable Accommodations and Modifications are available for Applicants and Residents with Mental and/or Physical Disabilities (“Notice”) is attached to this Policy and Procedures as Attachment 1.

2. MHA Residents seeking accommodations/modifications may contact the management office located within their housing development or the management office for their scattered site residence or call the MHA office at 978-526-1850.
3. The MHA is responsible for informing all residents that a request may be submitted for reasonable accommodations/modifications for an individual with a disability. All residents will be provided the Notice and the Request Form when requesting a reasonable accommodation/modification. *However, the Request Form cannot be required. A resident may otherwise submit the request in writing, orally, and at any time.* Upon receiving the request, housing management and/or the [Reasonable Accommodation Coordinator/Executive Director] will respond to the request within ten (10) business days. If additional information or documentation is required, a written request should be issued to the resident by using the Request for Information or Verification Form (“Request for Information”) (a copy of which is attached to this Policy and Procedures as Attachment 3). The Verification of Disability by Physician or Other Professional for Reasonable Accommodation/Modification Request form (“Verification for Reasonable Accommodation/Modification Request Form”) is attached to this Policies and Procedures as Attachment 4).
4. The MHA will approve or deny the request as soon as possible, but not later than thirty (30) days after receiving all needed information and documentation from the resident. All decisions to grant or deny reasonable accommodations/modifications will be communicated in writing or if required, in an alternative format to communicate the decision to the applicant/resident. Exceptions to the thirty (30) day period for notification of the MHA’s decision on the request should be provided to the resident in writing setting forth the reasons for the delay. A copy of each of the Letter Denying Request for Reasonable Accommodation/ Modification and the Letter Approving Request for Reasonable Accommodation/ Modification is attached to this Policy and Procedure as Attachment 5 and Attachment 6, respectively.
5. The MHA will maintain its offices written materials which summarize this Policy and highlights the Procedures for making a request for reasonable accommodation/modification.

## PROCEDURE 2 - SEQUENCE FOR MAKING DECISIONS

**STEP 1.** Is the applicant/resident a qualified “individual with a disability”?

- (a) If NO, the MHA is not obligated to make a reasonable accommodation/modification; therefore, the MHA may deny the request.
- (b) IF YES, proceed to Step 2.
- (c) If more information is needed, the MHA will seek additional information as



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appropriate through the standard Request for Information letter, the standard Request for Meeting letter, and/or other equally effective method of communication (a copy of the Request for Meeting letter is attached to this Policy and Procedures as Attachment 7).

## **STEP 2.** Is the requested accommodation/modification related to the disability?

- (a) If NO, the MHA is not obligated to make the accommodation/modification; therefore, the MHA may deny the request.
- (b) If YES, proceed to Step 3.
- (c) If more information is needed, the MHA will seek additional information as appropriate through the standard Request for Information letter, the standard Request for Meeting letter, and/or other equally effective method of communication

## **STEP 3.** Is the requested accommodation reasonable? This determination will be made by following PROCEDURE 3 - GUIDELINES FOR DETERMINING REASONABLENESS, below.

- (a) If YES, the MHA will approve the request for reasonable accommodation/modification. A written description of the accommodation/modification will be prepared and included in the Letter Approving Request for Reasonable Accommodation/Modification.
- (b) If NO, the MHA may deny the request. Submit the denial using the Letter Denying Request for Reasonable Accommodation/Modification.
- (c) If more information is needed, the MHA will seek additional information as appropriate through the standard Request for Information letter, the standard Request for Meeting letter, and/or other equally effective method of communication.

## PROCEDURE 3 -GUIDELINES FOR DETERMININNG REASONABLENESS

1. In accordance with Section 6.1 of the Policy, the MHA will consider the requested method for providing reasonable accommodations/modifications for an individual with a disability. However, unless the disability-related need for an accommodation/modification is obvious or otherwise known to the MHA, the MHA may require the individual with a disability to provide further information to demonstrate the need for the requested accommodation to enable an equal opportunity to access, use, or enjoy the housing program or MHA services and activities. Additionally, the MHA may offer equally effective alternatives to the requested accommodation/modification, and/or alternative methods for providing the requested accommodation through the interactive process.

2. Requests for reasonable accommodation/modification will be considered on a case-by-case basis. Decisions regarding reasonable accommodations/modifications will be made in compliance with all applicable laws, regulations, and requirements. Additionally, in those circumstances where the MHA deems that a proposed reasonable accommodation/



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modification would fundamentally alter the service, program, or activity, or would result in undue financial and administrative burdens, the MHA has the burden of proving such result(s).

3. The responsibility for the decision that a proposed reasonable accommodation/modification would result in such alteration or burdens shall rest with the Executive Director or his/her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, the MHA shall propose any other action that will not result in or require a fundamental alteration or financial and administrative burden as part of the interactive process.

4. Direct Threat. Generally, an accommodation is not required if it would pose a “direct threat” to the health and safety of other individuals or would result in substantial physical damage to the property of others. The MHA’s assessment of “direct threat” will be individualized and based on reliable objective evidence (e.g., current conduct, or a recent history of overt acts). The MHA’s assessment will consider: (1) the nature, duration, and severity of the risk of injury; (2) the probability that injury will actually occur; and (3) whether there are any reasonable accommodations that will eliminate the direct threat. In evaluating a recent history of overt acts, the MHA will take into account circumstances, such as intervening treatment or medication, that have eliminated the direct threat (i.e., a significant risk of substantial harm).

5. Verification. The MHA may generally verify a person has a disability only to the extent necessary to determine that the person: is qualified for the housing for which they are applying; is entitled to any disability-related preference or benefit they may claim; or has a disability-related need for a requested accommodation/modification in order to have an equal opportunity to enjoy the housing and/or participate in or benefit from the MHA’s activities, programs, or services.

In response to reasonable accommodation/modification requests, the MHA may not require verification of disability if the disability is obvious or otherwise known. The MHA also may not ask what the disability is or require specific details as to the disability. The MHA may require documentation of the disability-related need (i.e., information showing that there is a relationship or nexus between the requested accommodation/modification and the individual’s disability or effects of the disability), unless such need is obvious or otherwise known. The MHA may not otherwise inquire into the nature or severity of the disability, require access to confidential records, or require specific types of evidence of disability or disability-related need.

6. Confidentiality. Information provided to the MHA in relation to a reasonable accommodation/modification request will be kept confidential and will not be shared with other persons unless they need the information to make or assess a decision to grant



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or deny a reasonable accommodation/modification request or unless disclosure is required by law.

## 7. Additional Procedures: Applicant Appeals and Tenant Grievances

[For programs subject to 760 CMR 5.08(2) and/or 760 CMR 6.03 & 6.08] When an LHA determines that an applicant may be disqualified for housing because of a lease violation at a prior tenancy or other disqualifying conduct, if the applicant shows that the lease violation or disqualifying conduct was due to a disability, then these facts shall be considered by the LHA as mitigating circumstances pursuant to 760 CMR 5.08(2). Disability-related circumstances relating to a lease violation may also be presented by or on behalf of a resident with a disability as part of the grievance process pursuant to 760 CMR 6.03 & 6.08. For example, a tenant may demonstrate that a lease violation arose from a disability and that some circumstance has changed, and/or some reasonable accommodation could be provided, making the conduct unlikely to recur. Such circumstances may also be presented separately through a reasonable accommodation request (e.g., a request to forego eviction) independent of the grievance process. Tenants may also grieve LHA responses or inaction with respect to a reasonable accommodation/modification request through the grievance process pursuant to 760 CMR 6.03 & 6.08.

Other Programs [insert]:

### **ATTACHMENTS:**

Attachment 1 – Notice to All Applicants and Residents: Reasonable Accommodations and Modifications are Available for Applicants and Residents with Mental and/or Physical Disabilities

Attachment 2 – Request for Reasonable Accommodations/Reasonable Modifications

Attachment 3 – Request for Information or Verification

Attachment 4 – Verification of Disability by Physician or Other Professional for Reasonable Accommodation/Modification Request

Attachment 5 – Letter Denying Request for Reasonable Accommodation/Modification

Attachment 6 – Letter Approving Request for Reasonable Accommodation/Modification

Attachment 7 – Request for Meeting

Attachment 8 –Additional Program-Specific Requirements



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## **Attachment 1: Notice of Availability of Reasonable Accommodations/Modifications**

### **Notice to All Applicants and Residents: Reasonable Accommodations and Modifications are Available for Applicants and Residents with Mental and/or Physical Disabilities**

Local Housing Authority (LHA) does not discriminate against applicants or residents on the basis of mental (including psychiatric) or physical disabilities. In addition, the LHA has an obligation to provide "reasonable accommodations" and "reasonable modifications" on account of a disability if a applicant or resident or a household member is limited by the disability and for this reason needs such an accommodation or modification. A reasonable accommodation is a change that the LHA can make to its rules, policies, practices, or services, and a reasonable modification is a change an LHA can make to its facilities (including physical alterations to the housing unit or public or common use areas) that will assist an otherwise eligible person with a disability to have equal opportunity to use and enjoy the housing or common or public use areas or to participate fully in the LHA's programs, activities, or services. Such changes may not be reasonable if they are not financially and programmatically feasible for the housing authority.

An applicant or resident household which has a member with a mental and/or physical disability must still be able to meet essential obligations of tenancy (for example, the household must be able to pay rent, to care for the apartment, to report required information to The LHA, and to avoid disturbing neighbors), but an accommodation or modification may be the basis by which the household is able to meet those obligations of tenancy.

The LHA has an Accommodation Coordinator. If you need an accommodation or modification because of a disability, please complete the attached form and return it to the LHA. Upon reasonable request by the LHA, you must also submit documentation verifying the existence of a disability and the disability-related need for the accommodation or modification. Within thirty (30) calendar days of receipt of your request and documentation, the Accommodation Coordinator will contact you to discuss what the LHA can reasonably do to provide you an accommodation or modification on account of your disability.

If you or a member of your household has a mental and/or physical disability, and as a result needs an accommodation or modification, you, the household member, or authorized representative, may request it at any time. However, you are not obliged to make such a request, and if you prefer not to do so that is your right.



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## Attachment 2: Request for Reasonable Accommodations/Modifications Form

### Request for Reasonable Accommodations/Modifications

To: Accommodation Coordinator \_\_\_\_\_

Housing Authority \_\_\_\_\_

Address \_\_\_\_\_

From: \_\_\_\_\_  
Applicant or Resident Name (please print) Control Number

Address \_\_\_\_\_

Town/City, State, Zip \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
Area Code/Telephone Number

1. On account of my disability, I request the following be done in order to permit me to have equal opportunity to use and enjoy the housing or public or common use areas or to participate fully in the Housing Authority's programs, activities, or services: (Describe)

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---

---

2. This request for a reasonable accommodation/modification is necessary so that I can:

---

---

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3. Documentation needed to verify the existence of my disability and my disability-related need for the accommodation/modification is attached. (Attach appropriate documentation)

I attest that the foregoing information is true and correct.

\_\_\_\_\_  
Signature of Applicant or Resident (or authorized representative)

\_\_\_\_\_  
Date



EQUAL HOUSING  
OPPORTUNITY

# MANCHESTER HOUSING AUTHORITY

#7 The Plains, Office  
Manchester-by-the-Sea, Massachusetts 01944  
Tel: (978) 526-1850

## Attachment 3 – Request for Information or Verification

Manchester Housing Authority  
Reasonable Accommodation  
#7 Office The Plains  
Manchester, MA 01944

Date:

To:

Dear Applicant or Resident:

We have received your request for a reasonable accommodation[modification].

We need to know more about [the disability-related need for your request] [explain issue, simply and clearly stated] before we can decide whether to approve your request.

We need to know more because [provide reason, simple and clearly stated].

You can give us more information by [providing the attached Verification of Disability by Physician or Other Professional for Reasonable Accommodation/Modification Request form or by other information demonstrating the disability-related need for your request].

If this is a problem for you, please reach out to our office and so that alternative methods of providing the information may be made available to you.

We will not make a decision on your request for reasonable accommodation/modification until we have this new information.

If you think that you have given us this information, or if you think that we should not ask for this information, please call us at 978-526-1850or email us at [ifrontiero@manchesterma.org](mailto:ifrontiero@manchesterma.org).

Thank you

Irene Frontiero  
Executive Director  
Manchester Housing Authority



# MANCHESTER HOUSING AUTHORITY

#7 The Plains, Office  
Manchester-by-the-Sea, Massachusetts 01944  
Tel: (978) 526-1850

## Attachment 4 – Verification for Reasonable Accommodation/Modification Request Form

### Verification of Disability by Physician or Other Professional for Reasonable Accommodation/Modification Request

Name of Physician or other professional: \_\_\_\_\_

Profession: \_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Applicant/Resident Name \_\_\_\_\_

Applicant/Resident Address

\_\_\_\_\_

I hereby authorize release of the following information: \_\_\_\_\_ (Applicant/Resident  
Signature)

A local housing authority (LHA) may request verification that an applicant/resident has a disability to determine whether the applicant/resident needs a reasonable accommodation in the LHA's rules, policies, practices or services, or needs a reasonable modification of the leased premises or public or common use areas, in order to have equal opportunity to use and enjoy the leased premises or the public or common use areas, or to participate fully in the LHA's programs, activities, or services. The above-named applicant/resident has authorized your release of the requested information. We would appreciate your prompt response to the questions on the reverse side of this letter. If you have questions, please contact our office. Thank you for your anticipated cooperation.

Sincerely,

\_\_\_\_\_

Executive Director and/or Reasonable Accommodation Coordinator



# MANCHESTER HOUSING AUTHORITY

#7 The Plains, Office  
Manchester-by-the-Sea, Massachusetts 01944  
Tel: (978) 526-1850

The following proposed reasonable accommodation(s)/reasonable modification(s) to provide the applicant/resident equal opportunity to use and enjoy the LHA's housing, programs, etc. is (are) under consideration by the LHA:

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THE FOLLOWING TO BE COMPLETED BY PHYSICIAN (OR OTHER PROFESSIONAL):

1. Based upon your knowledge, does the above-named applicant/resident have a physical or mental impairment which substantially limits one or more major life activities,\* or, do you have a record(s) of such an impairment for the above-named applicant/resident? Circle the appropriate answer:

Yes / No

\*Note: Determination of whether a physical or mental impairment substantially limits a major life activity is to be made without regard to the ameliorative effects of mitigating measures (e.g., assess substantial limitation of a major life activity, including the operation of a major bodily function, without considering the benefit of medication, assistive devices, etc., to the individual). Furthermore, an impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

2. Does the applicant/resident have a disability-related need for the abovementioned reasonable accommodation(s)/ reasonable modification(s) based on the physical or mental impairment? Please explain\* your response.

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\*Note: please only provide information that demonstrates there is a relationship between a disability verified by a "yes" response to question 1 above and the need for the proposed reasonable accommodation/modification. Please do not otherwise provide information as to the nature or severity of the disability.

3. Other comments (please do not provide information that is not directly relevant to the reasonable accommodation(s)/reasonable modification(s)):

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# MANCHESTER HOUSING AUTHORITY

#7 The Plains, Office  
Manchester-by-the-Sea, Massachusetts 01944  
Tel: (978) 526-1850

CERTIFICATION: I certify that the information provided above represents my professional judgment and is true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Physician or Professional

\_\_\_\_\_  
Date:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_



**MANCHESTER HOUSING AUTHORITY**

#7 The Plains, Office

Manchester-by-the-Sea, Massachusetts 01944

Tel: (978) 526-1850

**Attachment 5 – Letter Denying Request for Reasonable Accommodation/Modification**

Manchester Housing Authority  
Reasonable Accommodation  
#7 Office The Plains  
Manchester, MA 01944

Date:

To:

Dear Applicant or Resident:

We have denied your request for a reasonable accommodation[modification] for the following reasons: [list legal reason (e.g., undue administrative and financial burden to the MHA) simply and clearly stated].

If you have any questions or disagree with this decision and believe you can provide the MHA with additional information as to why the requested accommodation should be approved, please contact us at 978-526-1850.

Thank you

Irene Frontiero  
Executive Director  
Manchester Housing Authority



# MANCHESTER HOUSING AUTHORITY

#7 The Plains, Office  
Manchester-by-the-Sea, Massachusetts 01944  
Tel: (978) 526-1850

## Attachment 6 – Letter Approving Request for Reasonable Accommodation/Modification

Manchester Housing Authority  
Reasonable Accommodation  
#7 Office The Plains  
Manchester, MA 01944

Date:  
To:

Dear Applicant or Resident:

We have approved your request for the following change or reasonable accommodation [modification][description]:

We can provide you with this accommodation [modification] by [date].

[If there is a delay in providing the accommodation, explain the reason for delay simply and clearly].

If you think this change or reasonable accommodation [modification] is not what you requested, if it is not acceptable, if you object to the amount of time it will take to provide it, or otherwise have questions, please contact the office at 978-526-1850.

Thank you

Irene Frontiero  
Executive Director  
Manchester Housing Authority



# MANCHESTER HOUSING AUTHORITY

#7 The Plains, Office

Manchester-by-the-Sea, Massachusetts 01944

Tel: (978) 526-1850

## Attachment 7 – Request for Meeting

Manchester Housing Authority  
Reasonable Accommodation  
#7 Office The Plains  
Manchester, MA 01944

Date:

To:

Dear Applicant or Resident:

We have received your request for a reasonable accommodation dated [xx/xx/yyyy]. It would help us make our decision if we could meet with you. You are entitled to bring someone to assist you at the meeting.

We would like to meet on [date, time, place] [include remote meeting and telephonic meeting options as an alternative to an in-person meeting]. If you cannot come at that time, please call us at 978-526-1850, and we can find a mutually agreeable date and time.

We will talk about [describe issue, simply and clearly] at this meeting.

Please come ready to talk to us about the changes you want. Please bring copies of any information that you would like to provide us.

We look forward to meeting with you.

If you have questions, or if you need any accommodations for this meeting, please contact the office at 978-526-1850.

[Signature and closing]

Thank you

Irene Frontiero  
Executive Director  
Manchester Housing Authority



**MANCHESTER HOUSING AUTHORITY**

#7 The Plains, Office  
Manchester-by-the-Sea, Massachusetts 01944  
Tel: (978) 526-1850

**Attachment 8 – Additional Program-Specific Requirements**

[Insert as applicable]



AB





# Manchester Housing Authority, Inc.

Post Office Box 608

Manchester-by-the-Sea, Massachusetts 01944-0608

Tel: (978) 526-1850

Fax: (978) 526-1604

## ***Noise Policy***

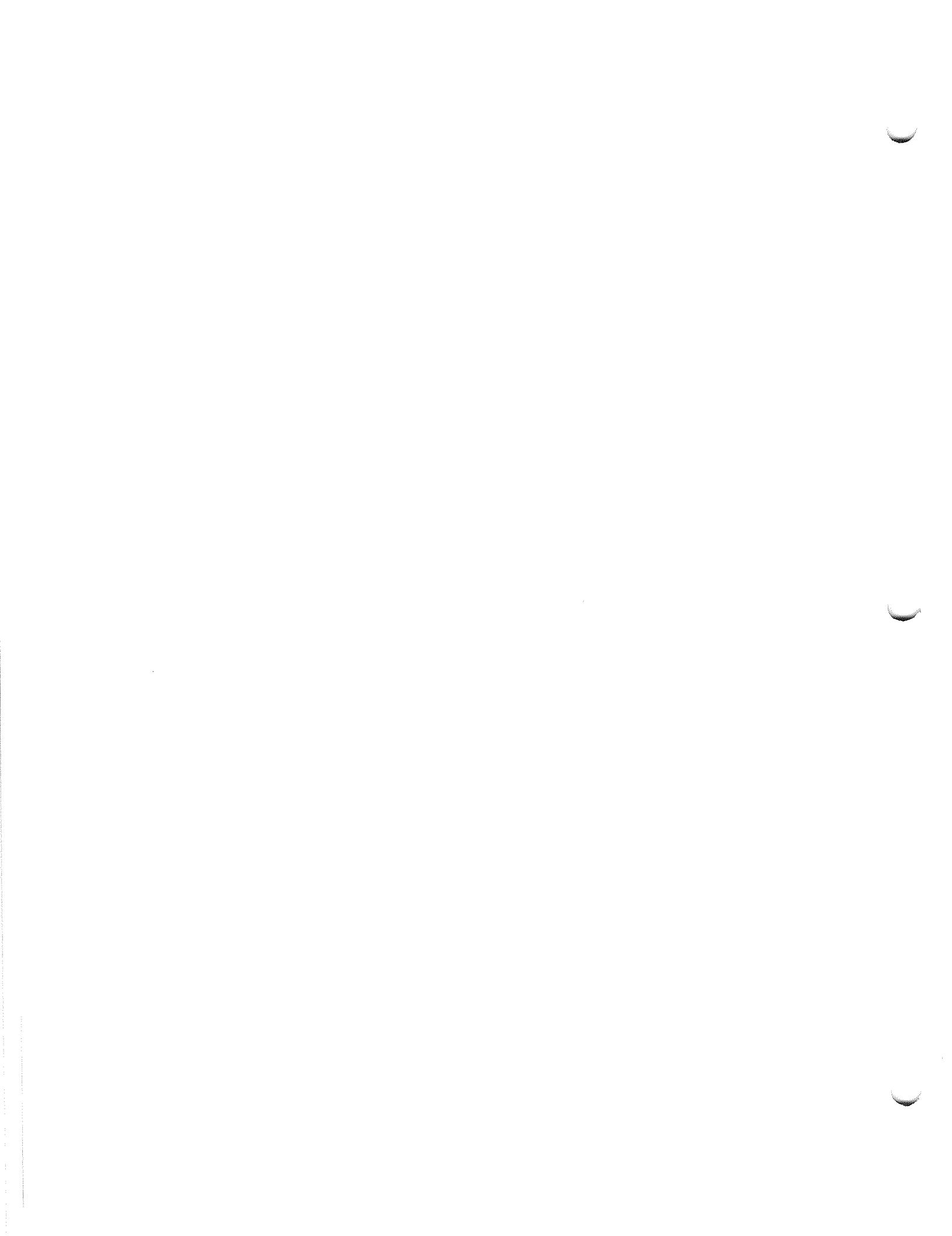
The Manchester Housing Authority has adopted the following noise policy for the purpose of resident relations.

A certain amount of noise can be expected in apartment living. Residents and guest are expected to minimize their noise so as not to disturb others. Conversations in common areas should be kept to a reasonable volume. Televisions, radios and other similar devices should not be used in the common area.

Quiet hours will be enforced between **11:00 p.m. and 7:00 a.m.** During those hours, apartment doors should be closed and all noise, conversation, television, radios, etc, should be contained within you apartment.

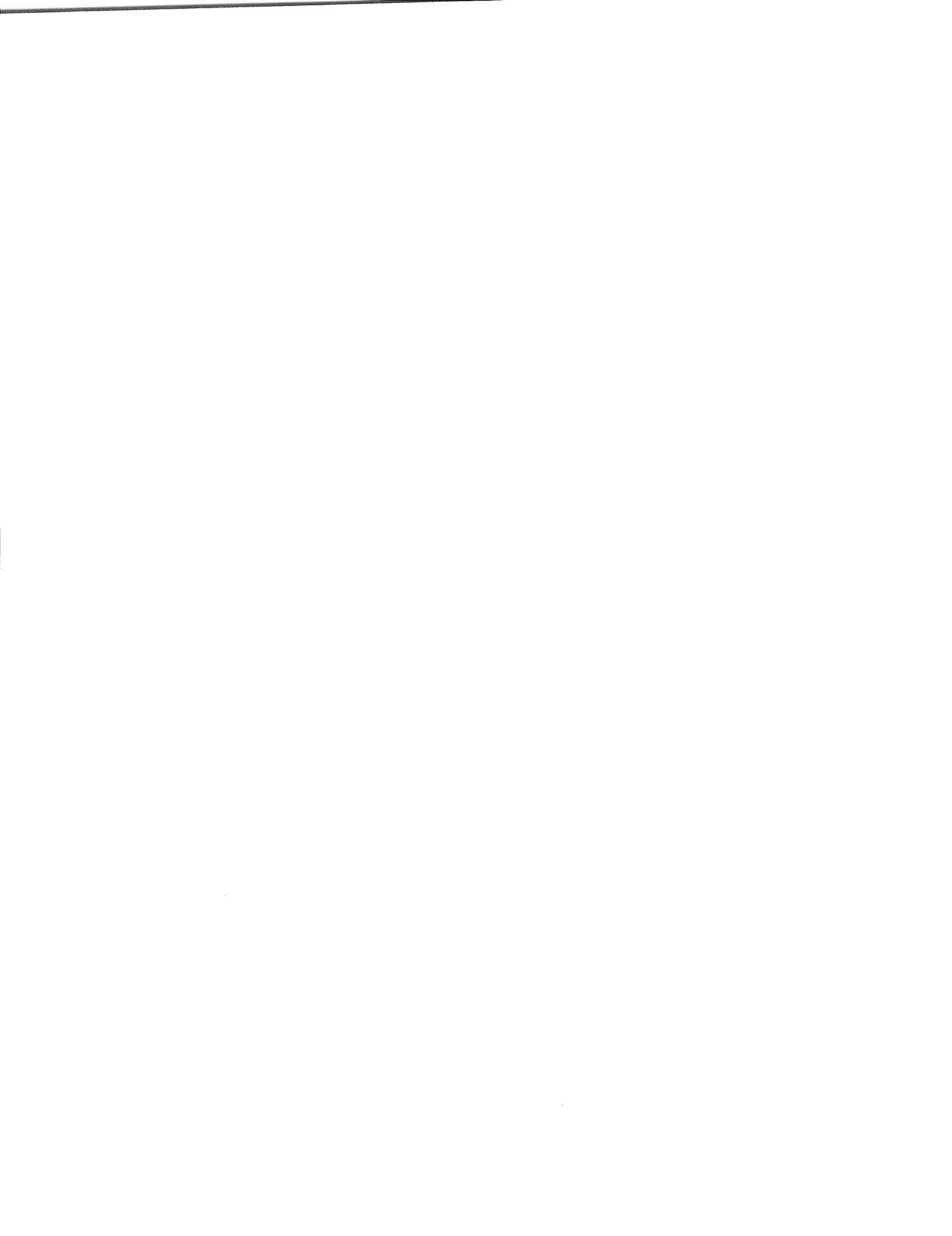
Courtesy hours are those hours not specifically designated as quiet hours. Courtesy hours are a matter of common sense. This means that if you or your guests are making noise loud enough to disturb your neighbors inside or outside of your apartment, than you are in violation of courtesy hours. Thus loud conversations, televisions, radios and other disturbances will not be tolerated.

Violators of the noise policy will be given a written warning on first offense. Subsequent offenses will result in legal action.



TPB

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# MANCHESTER HOUSING AUTHORITY

## GRIEVANCE PROCEDURE POLICY

### **I. General Overview**

The Grievance Procedure is an administrative method required by the Department of Housing and Community Development (DHCD) regulations (760 CMR 6.08) to deal promptly and reliably with resident complaints. The procedure must be available to housing tenants, participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP) and to individuals who file appeals pursuant to 760 CMR 8.00 (Privacy and Confidentiality Regulation).

**A.** A grievance is defined as:

- (1) an allegation that an **Manchester Housing Authority** employee has acted or failed to act in accordance with the tenant's lease or any statute, regulation, or rule regarding the conditions of tenancy and the alleged action or failure to act has adversely affected the status, rights, duties or welfare of the grievant and/or a household member;
- (2) an allegation that an **Manchester Housing Authority** employee has acted or failed to act in accordance with any statute, regulation, or rule regarding the program and that the alleged action or failure to act has adversely affected the status, rights, duties, or welfare of the grievant or a household member;
- (3) an appeal by a data subject pursuant to 760 CMR 8.00

**B.** The meaning of a statute, regulation or rule shall not be the subject of a grievance. A dispute between a tenant and another tenant or household member, in which the **Manchester Housing Authority** is not involved, shall not be the subject of a grievance. A grievance shall not be filed by a tenant on behalf of another tenant or any household member of another tenant.

### **II. Initiation of a Grievance**

**A.** A grievance regarding whether good cause exists for terminating a lease shall be initiated by a tenant, in writing, and shall be mailed (postmarked) delivered to the **Manchester Housing Authority** at its main office within seven (7) days after a notice of lease termination has been given to the tenant by the **Manchester Housing Authority**

- B. A grievance regarding some other matter shall be initiated by a grievant in writing and shall be mailed (postmarked) or delivered to the **Manchester Housing Authority** at its main office no more than fourteen (14) days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance, provided the **Manchester Housing Authority** shall have discretion to permit a grievance to be initiated late.
- C. In the event that a tenant files a grievance as to the amount of a redetermined rent within fourteen (14) days of the **Manchester Housing Authority** notice of the redetermined rent, the tenant shall continue to pay the rent then in effect (unless the redetermined rent is lower) until final disposition of the grievance. Upon final disposition of the grievance, the tenant shall pay any additional amounts determined to have been due but not paid since the effective date set out in the notice of redetermined rent or the **Manchester Housing Authority** shall credit the tenant with any amounts paid but determined not to have been due.
- D. The **Manchester Housing Authority** shall permit additional time for initiation of a grievance if the **Manchester Housing Authority** shall find that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudge to the **Manchester Housing Authority**. The **Manchester Housing Authority** shall have available forms on which a grievance may be initiated.

### **III. Informal Settlement Conference**

Promptly after the initiation of a grievance, unless otherwise provided, the **Manchester Housing Authority** Executive Director or his or her designee shall give the grievant the opportunity to discuss the grievance informally in an attempt to settle the grievance without the necessity of a grievance hearing. The **Manchester Housing Authority** shall give reasonable advance notice to the grievant and his or her representative (if any) of a time and place for an informal settlement conference, unless such a conference shall have taken place when the grievance was delivered to the **Manchester Housing Authority**. At the informal settlement conference, the **Manchester Housing Authority** and the grievant may be represented by a lawyer or by a non-lawyer. If the grievance is resolved at the informal settlement conference, the **Manchester Housing Authority** and grievant shall acknowledge the terms of the resolution in writing. If the grievance is resolved at the informal settlement conference no grievance hearing shall be held. If a grievance is not resolved at the informal conference, a grievance hearing shall be held. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing.

#### IV. Right to a Hearing

**A. The Manchester Housing Authority** hearing officer shall conduct hearings on grievances filed by a public housing tenant, a program participant, or a data subject concerning a grievable matter, provided that no grievance hearing regarding whether good cause exists for terminating a lease shall be requested or held under any of the circumstances specified in MGL c.121B, §32, including the following circumstances:

- (1) in the event of non-payment of rent;
- (2) in the event the **Manchester Housing Authority** has reason to believe that tenant or household member:
  - a. has unlawfully caused serious physical harm to another tenant or employee of the **Manchester Housing Authority** or any other person lawfully on the **Manchester Housing** property;
  - b. has unlawfully threatened to cause serious physical harm to any member of a tenant household or an **Manchester Authority** employee or any person lawfully on the **Manchester Housing Authority** property;
  - c. has unlawfully destroyed, vandalized or stolen property of any member of a tenant household or of the **Manchester Housing Authority** or of any person lawfully on the **Manchester Authority**'s property, if such conduct involved a serious threat to the health or safety of any such person;
  - d. has unlawfully possessed, carried or kept a weapon on or adjacent to the **Manchester Housing Authority** property in violation of MGL c.269 §10;
  - e. has unlawfully possessed or used an explosive or incendiary device on or adjacent to **Manchester Housing Authority** property or has otherwise violated MGL c.266 or 102B;
  - f. has unlawfully possessed. Sold or possessed with intent distribute a class A, B, or C controlled substance as defined in MGL c.94C §31, on or adjacent to the **Manchester Housing Authority** 's property;
  - g. has engaged in other criminal conduct which has seriously threatened or endangered the health or safety of any tenant household, a **Manchester Housing Authority** employee any person lawfully on the **Manchester Housing Authority**'s property, or
  - h. has engaged in behavior which would be cause for voiding lease pursuant to the provision of MGL c.139 §19; or

(3) in the event the **Manchester Housing Authority** has reason to believe a guest of a tenant or a guest of a household member has engaged in the behavior listed in subparagraph 4A (2) and that the tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in Misconduct.

#### **V. Hearing Date and Notice of Hearing**

**A.** The **Manchester Housing Authority** shall schedule a grievance hearing regarding whether good cause exists for terminating a lease within fourteen (14) days after the date on which the **Manchester Housing Authority** receives the grievance. At such time, the **Manchester Housing Authority** shall set a date for the hearing no more than thirty (30) days from the date of the request for a grievance hearing (or as soon as reasonably practical thereafter) and at least fifteen (15) days prior to the date of termination. The **Manchester Housing Authority** shall give grievant written notice of the date, time and place at least seven (7) days before the hearing. At the grievance hearing any additional reason(s) for termination of the lease, which arose subsequent to the date of the notice of termination, shall be considered so long as the **Manchester Housing Authority** has given written notice to the grievant as to the additional reason(s) not less than three (3) days before the hearing, or, if the additional reason(s) for termination shall have arisen within such three (3) day period, a subsequent session of the hearing may be scheduled on not less than three (3) days notice to consider such reason(s). In lease terminations if grievant is entitled to request a grievance hearing and has made a timely request, the **Manchester Housing Authority** shall not file a summary process summons and complaint seeking an eviction pending the hearing and a decision or other resolution in the **Manchester Housing Authority**'s favor.

**B.** A hearing of a grievance regarding an issue other than lease termination shall be scheduled as soon as reasonable convenient following receipt of the grievance. The **Manchester Housing Authority** shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative, if any is known.

**C.** The **Manchester Housing Authority** or the Presiding Member may reschedule a hearing by agreement of the **Manchester Housing Authority** and the grievant; or upon a showing by the grievant or by the **Manchester Housing Authority** that rescheduling is reasonably necessary.

#### **VI. Pre-Hearing Examination of Relevant Documents**

Prior to a grievance hearing the **Manchester Housing Authority** shall give the grievant or his or her representative a reasonable opportunity to examine **Manchester Housing Authority** documents which are directly relevant to the grievance. Following a timely request, the **Manchester Housing Authority** shall provide copies of such

documents to grievant and for good cause (including financial hardship), may waive the charge for the copies.

## **VII. Persons Entitled to be Present**

The grievance hearing shall be private unless the grievant requests that it be open to the public. If the grievant requests an open hearing, the hearing shall be open to the public unless the Presiding Member of the grievance panel otherwise orders. The **Manchester Housing Authority** and the grievant shall be entitled to specify a reasonable number of persons who may be present at a private hearing. A challenge to the presence of any such person shall be decided by the Presiding Member. At the grievance hearing, the **Manchester Housing Authority** and the grievant may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct himself or herself in an orderly manner or he or she may be excluded. If the grievant misbehaves at the hearing, the hearing panel by majority vote may take other appropriate measures to deal with the misbehavior including dismissing the grievance.

## **VIII. Procedure at Grievance Hearings**

The hearing panel shall conduct the grievance hearing in a fair manner without undue delay. The Presiding Member shall initially take appropriate steps to define the issues. Thereafter, relevant information. Including testimony of witnesses and written material, shall be received regarding such issues. Both the grievant and the **Manchester Housing Authority** shall be entitled to question each other's witnesses. Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The hearing shall be tape recorded. The panel members may question witnesses and may take notice of matters of common knowledge and applicable laws., regulations and **Manchester Housing Authority** rules and policies. The panel members may request the **Manchester Housing Authority** or the grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information.

The tapes of the hearing shall be maintained by the **Manchester Housing Authority** until any applicable appeals have been decided. During that time grievant and or his or her representative may listen to the tapes at the **Manchester Housing Authority**'s offices.

## **IX. Written Decision by the Grievance Panel**

Within fourteen (14) days following the hearing or as soon thereafter as reasonably possible, the hearing panel shall provide the **Manchester Housing Authority** with a written decision on the grievance, describing the factual situation and

ordering whatever relief, if any, that shall be appropriate under the circumstances and under applicable laws, regulations, rules and/or policies. The decision shall be made by a vote of at least a majority of the panel members who heard the hearing. The decision shall be made by a vote of at least a majority of the panel members who heard the hearing. The decision shall be based on the information at the grievance hearing and such additional information as may have been provided to the hearing panel at its request. The **Manchester Housing Authority** shall forthwith mail or otherwise deliver a copy of the decision to the grievant and his or her representative if any. A copy of the decision (with names and personal identifiers deleted) shall hereafter be maintained at the **Manchester Housing Authority** and shall be open to public inspection.

#### **X. Review by the Manchester Housing Authority's Board**

In cases where the decision of the hearing panel concerns whether good cause exists for terminating a lease, there shall be no review by the **Manchester Housing Authority**'s Board. In other cases, in the event that the grievant or the **Manchester Housing Authority** believes that:

- (a) the decision of the hearing panel is not supported by the facts;
- (b) the decision does not correctly apply the terms of the lease or applicable laws, regulations, rules and/or policies; or
- (c) the subject matter is not grievable;

within fourteen (14) days of mailing or other delivery of the decision, the grievant or the **Manchester Housing Authority** may request review of the decision by the **Hudson Housing Authority**'s Board. The Board shall promptly decide whether to uphold, set aside or modify the decision after permitting the **Manchester Housing Authority** and grievant to make oral presentations and/or submit documentation. The Board may also permit the hearing panel to make a presentation. The Board's review shall be at an open meeting unless an executive session is warranted pursuant to the Open Meeting Law. The decision of the Board shall be in writing and shall explain its reasoning. If a written decision is not rendered within forty-five (45) days from the date a review is requested, the decision of the Board, when rendered, shall specify a reason showing that there has been no undue delay.

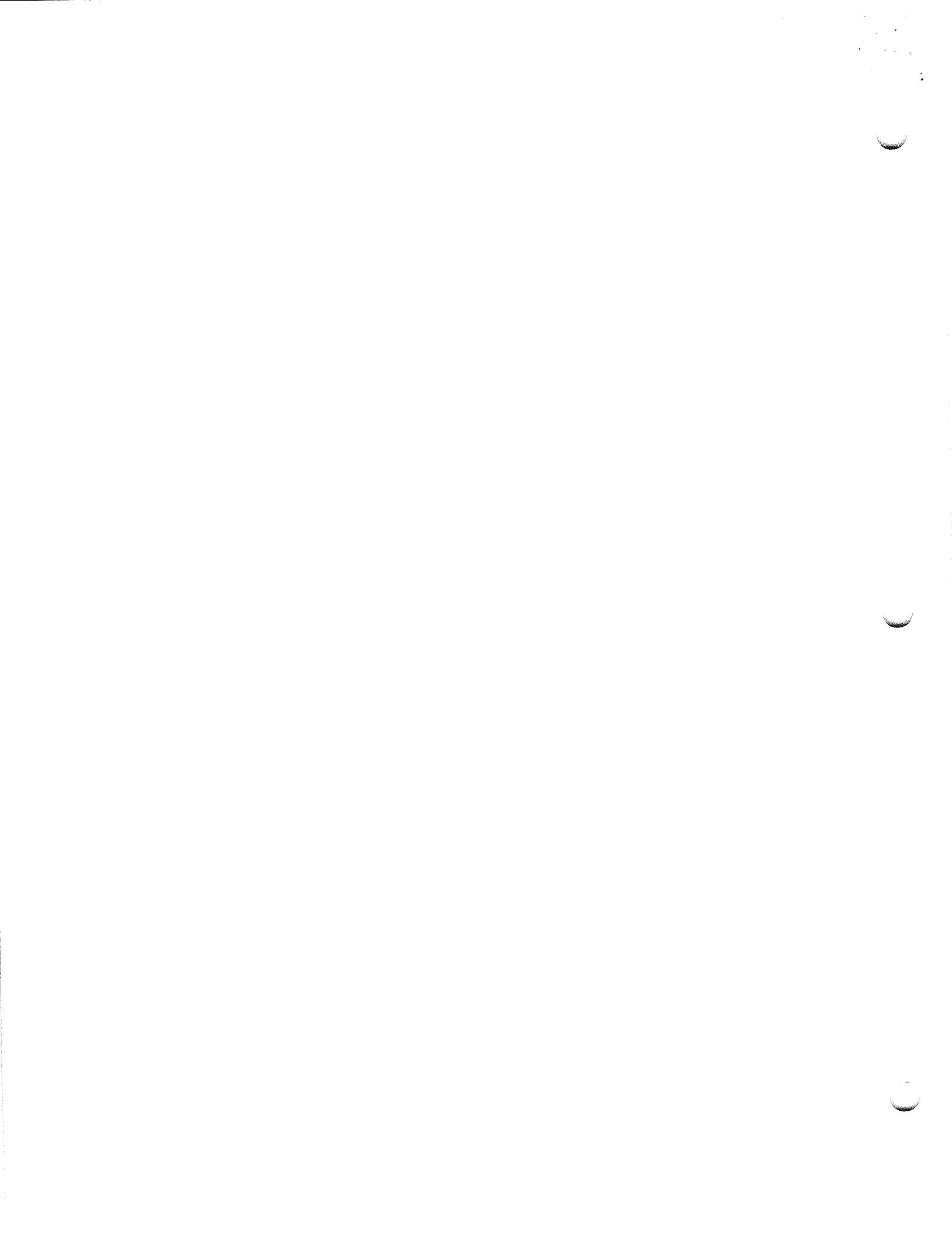
#### **XI. Review by the Department of Housing and Community Development**

In the event that the **Manchester Housing Authority**'s Board shall make a material change in a decision of the grievance panel, upon written request of the grievant, made to DHCD within fourteen (14) days of mailing or other delivery of the Board's decision, DHCD shall review the decision of the Board and shall render a written decision upholding, setting aside or modifying the decision of the Board, DHCD shall mail copies of its decision to the **Manchester Housing Authority** and the grievant or to their attorneys.

## **XII. Effect of a Decision on a Grievant**

The final decision on a grievance (after any properly requested administrative reviews have been decided) shall be binding between the **Manchester Housing Authority** and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter which has been subject to a decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. In the event the hearing panel's decision on a grievance determines that good cause exists for terminating a lease, the **Manchester Housing Authority** may, upon receipt of the decision, file a summary process summons and complaint, and there shall be no review by the Board or DHCD. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the **Manchester Housing Authority** and any person who was not a grievant, the decision on a grievance shall have no binding effect.

**Policy Adopted on** \_\_\_\_\_



# MANCHESTER HOUSING AUTHORITY

## GRIEVANCE PROCEDURE POLICY

### **I. General Overview**

The Grievance Procedure is an administrative method required by the Department of Housing and Community Development (DHCD) regulations (760 CMR 6.08) to deal promptly and reliably with resident complaints. The procedure must be available to housing tenants, participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP) and to individuals who file appeals pursuant to 760 CMR 8.00 (Privacy and Confidentiality Regulation).

**A.** A grievance is defined as:

(1) an allegation that an **Manchester Housing Authority** employee has acted or failed to act in accordance with the tenant's lease or any statute, regulation, or rule regarding the conditions of tenancy and the alleged action or failure to act has adversely affected the status, rights, duties or welfare of the grievant and/or a household member;

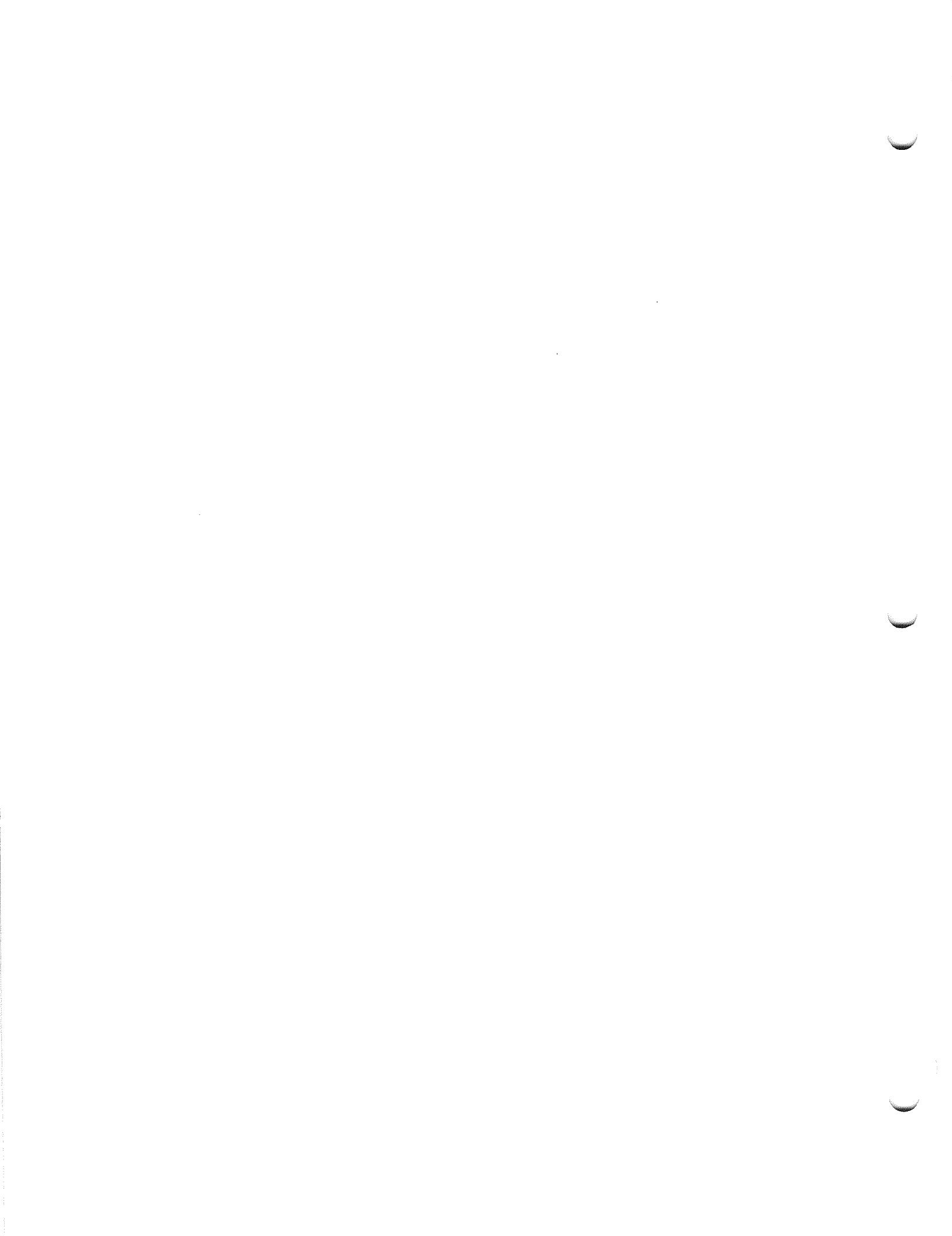
(2) an allegation that an **Manchester Housing Authority** employee has acted or failed to act in accordance with any statute, regulation, or rule regarding the program and that the alleged action or failure to act has adversely affected the status, rights, duties, or welfare of the grievant or a household member;

(3) an appeal by a data subject pursuant to 760 CMR 8.00

**B.** The meaning of a statute, regulation or rule shall not be the subject of a grievance. A dispute between a tenant and another tenant or household member, in which the **Manchester Housing Authority** is not involved, shall not be the subject of a grievance. A grievance shall not be filed by a tenant on behalf of another tenant or any household member of another tenant.

### **II. Initiation of a Grievance**

**A.** A grievance regarding whether good cause exists for terminating a lease shall be initiated by a tenant, in writing, and shall be mailed (postmarked) delivered to the **Manchester Housing Authority** at its main office within seven (7) days after a notice of lease termination has been given to the tenant by the **Housing Authority**

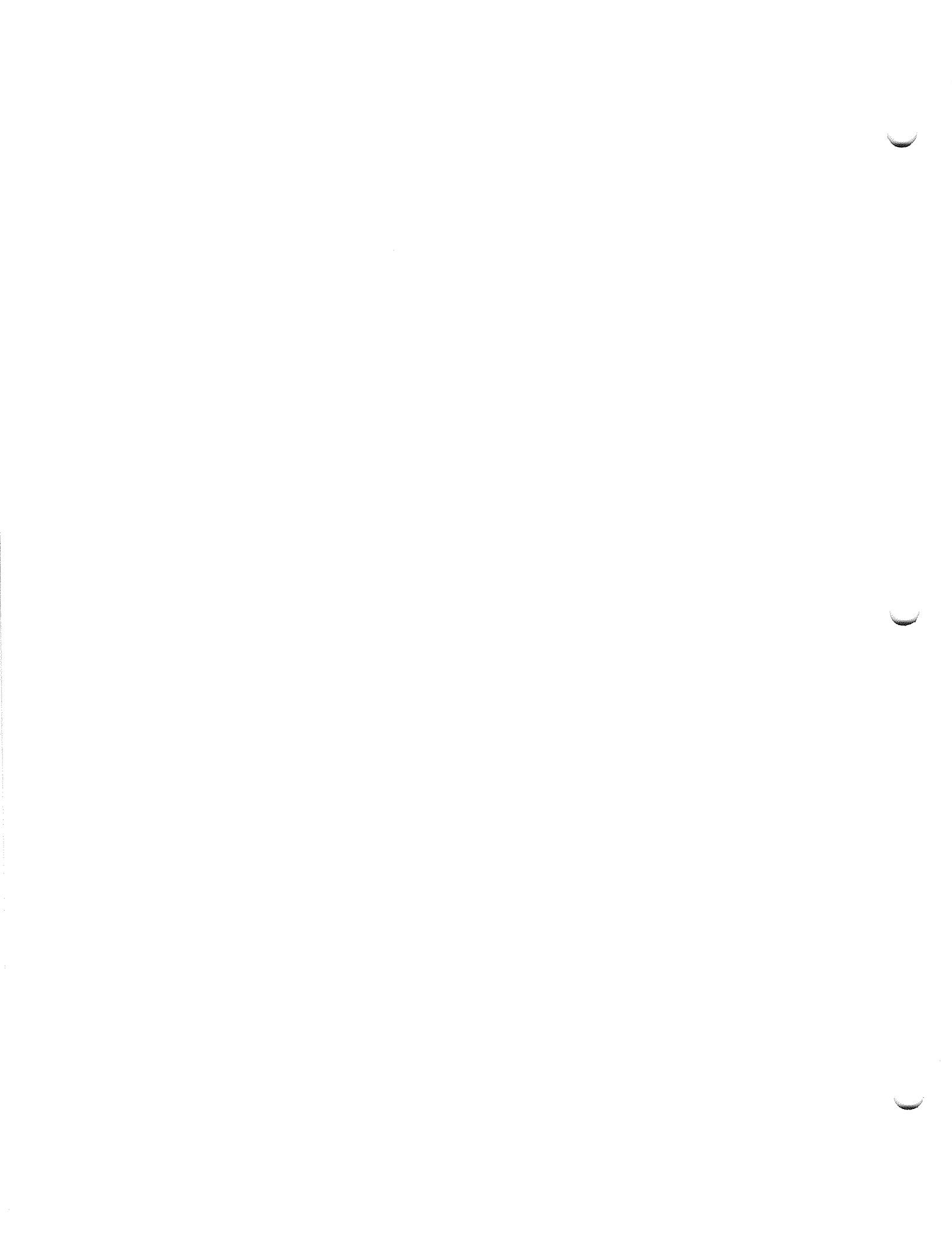


- B. A grievance regarding some other matter shall be initiated by a grievant in writing and shall be mailed (postmarked) or delivered to the **Manchester Housing Authority** at its main office no more than fourteen (14) days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance, provided the **Manchester Housing Authority** shall have discretion to permit a grievance to be initiated late.
- C. In the event that a tenant files a grievance as to the amount of a redetermined rent within fourteen (14) days of the **Housing Authority** notice of the redetermined rent, the tenant shall continue to pay the rent then in effect (unless the redetermined rent is lower) until final disposition of the grievance. Upon final disposition of the grievance, the tenant shall pay any additional amounts determined to have been due but not paid since the effective date set out in the notice of redetermined rent or **Housing Authority** shall credit the tenant with any amounts paid but determined not to have been due.
- D. The **Manchester Housing Authority** shall permit additional time for initiation of a grievance if the **Manchester Housing Authority** shall find that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the **Manchester Housing Authority**. The **Housing Authority** shall have available forms on which a grievance may be initiated.

### **III. Informal Settlement Conference**

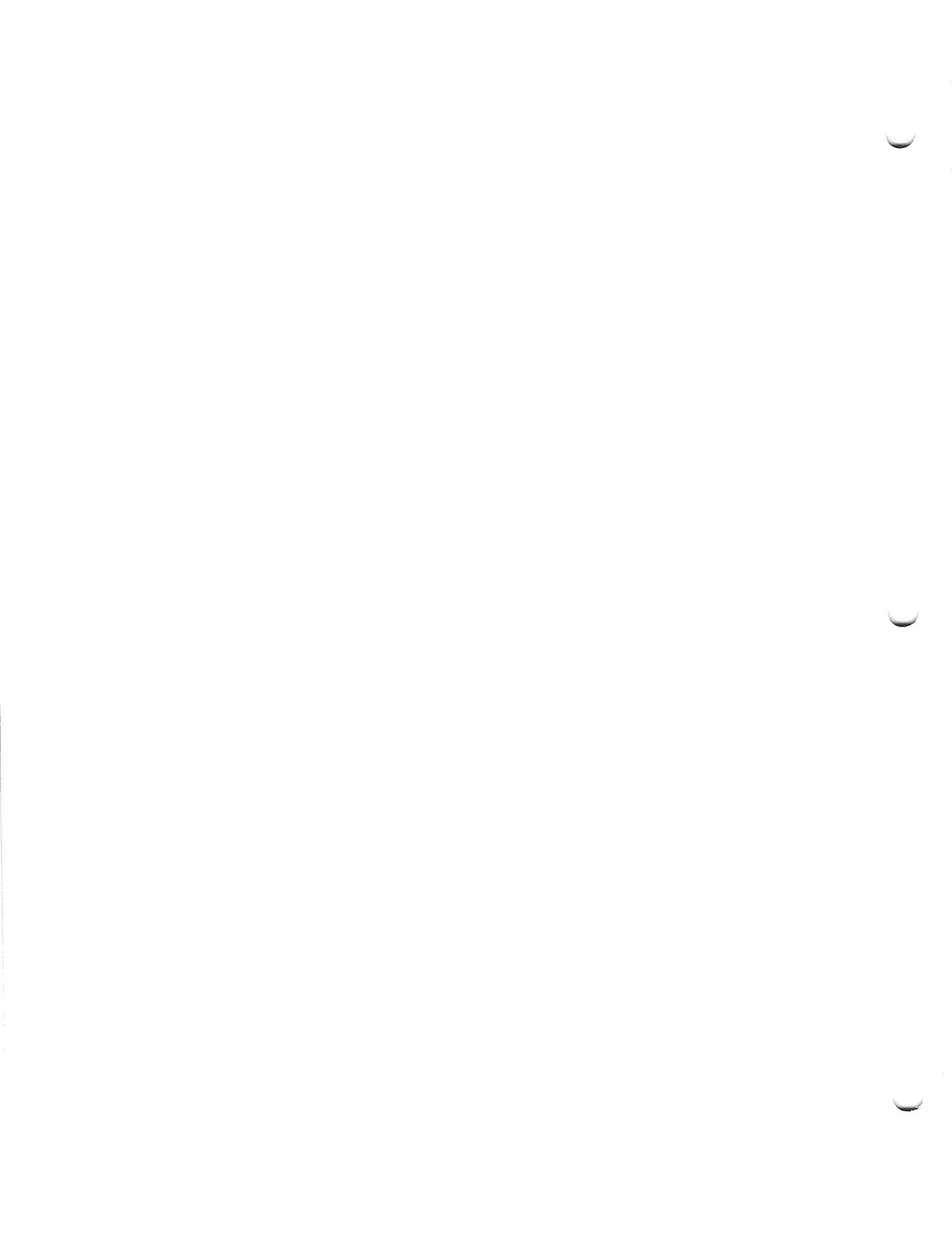
Promptly after the initiation of a grievance, unless otherwise provided, the **Manchester Housing Authority** Executive Director or his or her designee shall give the grievant the opportunity to discuss the grievance informally in an attempt to settle the grievance without the necessity of a grievance hearing. The **Manchester Housing Authority** shall give reasonable advance notice to the grievant and his or her representative (if any) of a time and place for an informal settlement conference, unless such a conference shall have taken place when the grievance was delivered to the **Manchester Housing Authority**. At the informal settlement conference, the **Manchester Housing Authority** and the grievant may be represented by a lawyer or by a non-lawyer. If the grievance is resolved at the informal settlement conference, the **Manchester Housing Authority** and grievant shall acknowledge the terms of the resolution in writing. If the grievance is resolved at the informal settlement conference no grievance hearing shall be held. If a grievance is not resolved at the informal conference, a grievance hearing shall be held. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing.

### **IV. Right to a Hearing**



A. The **Manchester Housing Authority** hearing officer shall conduct hearings on grievances filed by a public housing tenant, a program participant, or a data subject concerning a grievable matter, provided that no grievance hearing regarding whether good cause exists for terminating a lease shall be requested or held under any of the circumstances specified in MGL c.121B, §32, including the following circumstances:

- (1) in the event of non-payment of rent.
- (2) in the event the **Manchester Housing Authority** has reason to believe that tenant or household member:
  - a. has unlawfully caused serious physical harm to another tenant or employee of the **Manchester Housing Authority** or any other person lawfully on the **Manchester Housing Authority** property.
  - b. has unlawfully threatened to cause serious physical harm to any member of a tenant household or a **Manchester Housing Authority** employee or any person lawfully on the **Manchester Housing Authority** property.
  - c. has unlawfully destroyed, vandalized or stolen property of any member of a tenant household or of the **Manchester Housing Authority** or of any person lawfully on the **Authority**'s property, if such conduct involved a serious threat to the health or safety of any such person.
  - d. has unlawfully possessed, carried, or kept a weapon on or adjacent to the **Manchester Housing Authority** property in violation of MGL c.269 §10.
  - e. has unlawfully possessed or used an explosive or incendiary device on or adjacent to **Manchester Housing Authority** property or has otherwise violated MGL c.266 or 102B.
  - f. has unlawfully possessed. Sold or possessed with intent to distribute a class A, B, or C controlled substance as defined in MGL c.94C §31, on or adjacent to the **Manchester Housing Authority**'s property.
  - g. has engaged in other criminal conduct which has seriously threatened or endangered the health or safety of any tenant household, a **Manchester Housing Authority** employee any person lawfully on the **Manchester Housing Authority**'s property, or
  - h. has engaged in behavior which would be cause for voiding lease pursuant to the provision of MGL c.139 §19; or
- (3) in the event the **Manchester Housing Authority** has reason to believe a guest of a tenant or a guest of a household member has engaged in the behavior listed in subparagraph 4A (2) and that the



tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in Misconduct.

## **V. Hearing Date and Notice of Hearing**

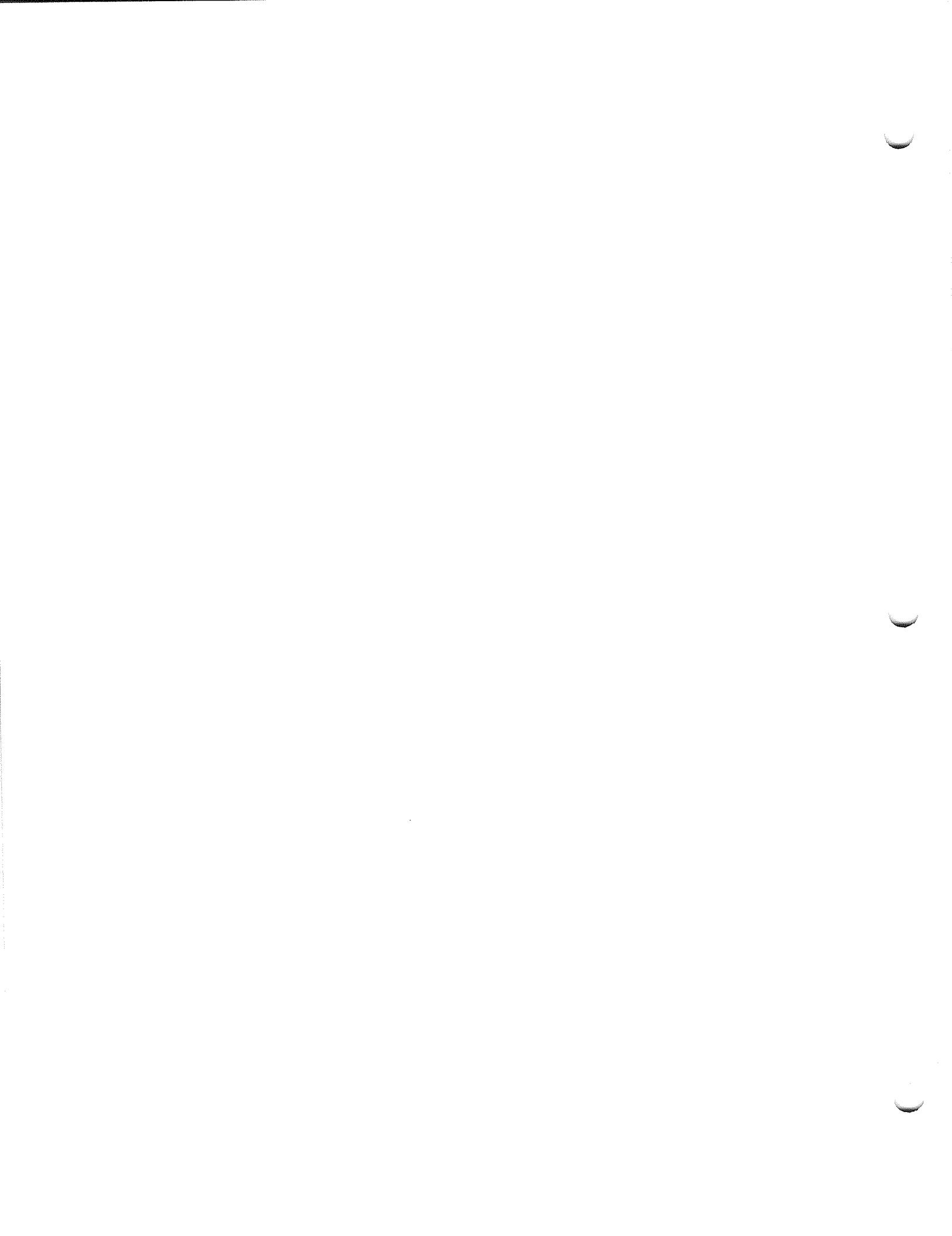
**A.** The **Manchester Housing Authority** shall schedule a grievance hearing regarding whether good cause exists for terminating a lease within fourteen (14) days after the date on which the **Manchester Housing Authority** receives the grievance. At such time, the **Manchester Housing Authority** shall set a date for the hearing no more than thirty (30) days from the date of the request for a grievance hearing (or as soon as reasonably practical thereafter) and at least fifteen (15) days prior to the date of termination. The **Manchester Housing Authority** shall give grievant written notice of the date, time, and place at least seven (7) days before the hearing. At the grievance hearing any additional reason(s) for termination of the lease, which arose subsequent to the date of the notice of termination, shall be considered so long as the **Manchester Housing Authority** has given written notice to the grievant as to the additional reason(s) not less than three (3) days before the hearing, or, if the additional reason(s) for termination shall have arisen within such three (3) day period, a subsequent session of the hearing may be scheduled on not less than three (3) days notice to consider such reason(s). In lease terminations if grievant is entitled to request a grievance hearing and has made a timely request, the **Manchester Housing Authority** shall not file a summary process summons and complaint seeking an eviction pending the hearing and a decision or other resolution in the **Manchester Housing Authority**'s favor.

**B.** A hearing of a grievance regarding an issue other than lease termination shall be scheduled as soon as reasonable convenient following receipt of the grievance. The **Manchester Housing Authority** shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative, if any is known.

**C.** The **Manchester Housing Authority** or the Presiding Member may reschedule a hearing by agreement of the **Manchester Housing Authority** and the grievant; or upon a showing by the grievant or by the **Manchester Housing Authority** that rescheduling is reasonably necessary.

## **VI. Pre-Hearing Examination of Relevant Documents**

Prior to a grievance hearing the **Manchester Housing Authority** shall give the grievant or his or her representative a reasonable opportunity to examine **Manchester Housing Authority** documents which are directly relevant to the grievance. Following a timely request, the **Manchester Housing Authority** shall provide copies of such documents to grievant and for good cause (including financial hardship), may waive the charge for the copies.



## **VII. Persons Entitled to be Present**

The grievance hearing shall be private unless the grievant requests that it be open to the public. If the grievant requests an open hearing, the hearing shall be open to the public unless the Presiding Member of the grievance panel otherwise orders. The **Manchester Housing Authority** and the grievant shall be entitled to specify a reasonable number of persons who may be present at a private hearing. A challenge to the presence of any such person shall be decided by the Presiding Member. At the grievance hearing, the **Manchester Housing Authority** and the grievant may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct himself or herself in an orderly manner or he or she may be excluded. If the grievant misbehaves at the hearing, the hearing panel by majority vote may take other appropriate measures to deal with the misbehavior including dismissing the grievance.

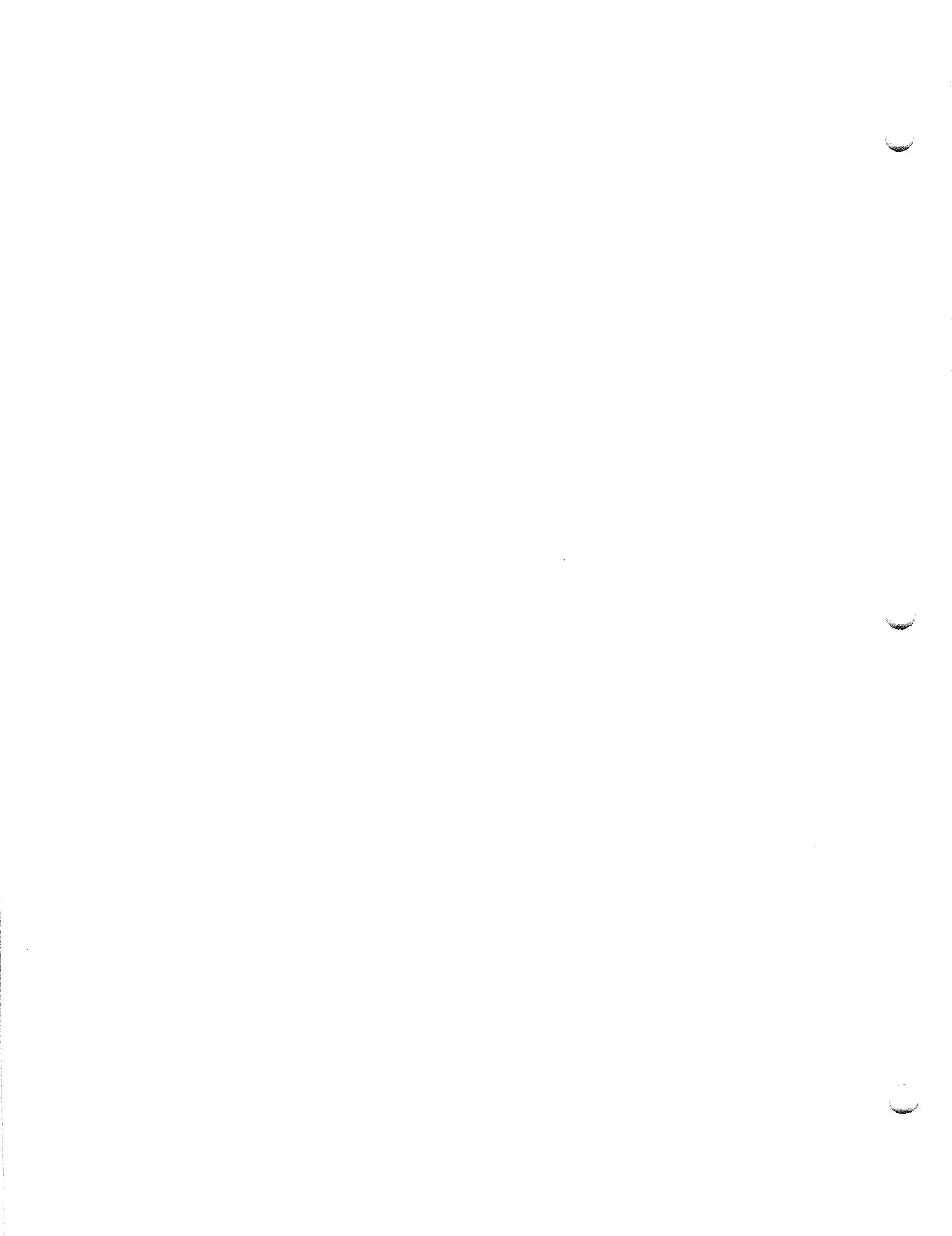
## **VIII. Procedure at Grievance Hearings**

The hearing officer shall conduct the grievance hearing in a fair manner without undue delay. The Presiding Member shall initially take appropriate steps to define the issues. Thereafter, relevant information. Including testimony of witnesses and written material, shall be received regarding such issues. Both the grievant and the **Manchester Housing Authority** shall be entitled to question each other's witnesses. Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The hearing shall be tape recorded. The panel members may question witnesses and may take notice of matters of common knowledge and applicable laws., regulations and **Manchester Housing Authority** rules and policies. The panel members may request the **Manchester Housing Authority** or the grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information.

The tapes of the hearing shall be maintained by the **Manchester Housing Authority** until any applicable appeals have been decided. During that time grievant and or his or her representative may listen to the tapes at the **Manchester Housing Authority**'s offices.

## **IX. Written Decision by the Grievance Officer**

Within fourteen (14) days following the hearing or as soon thereafter as reasonably possible, the hearing officer shall provide the **Manchester Housing Authority** with a written decision on the grievance, describing the factual situation and ordering whatever relief, if any, that shall be appropriate under the circumstances and under applicable laws, regulations, rules and/or policies. The decision shall be made by the hearing officer who heard the hearing. The decision shall be based on the information at the grievance hearing and such additional information as may have been provided to the hearing officer



at its request. The **Manchester Housing Authority** shall forthwith mail or otherwise deliver a copy of the decision to the grievant and his or her representative if any. A copy of the decision (with names and personal identifiers deleted) shall hereafter be maintained at the **Manchester Housing Authority** and shall be open to public inspection.

## **X. Review by the Manchester Housing Authority's Board**

In cases where the decision of the hearing panel concerns whether good cause exists for terminating a lease, there shall be no review by the **Manchester Housing Authority**'s Board. In other cases, if the grievant or the **Manchester Housing Authority** believes that:

- (a) the decision of the hearing panel is not supported by the facts.
- (b) the decision does not correctly apply the terms of the lease or applicable laws, regulations, rules and/or policies; or
- (c) the subject matter is not grievable.

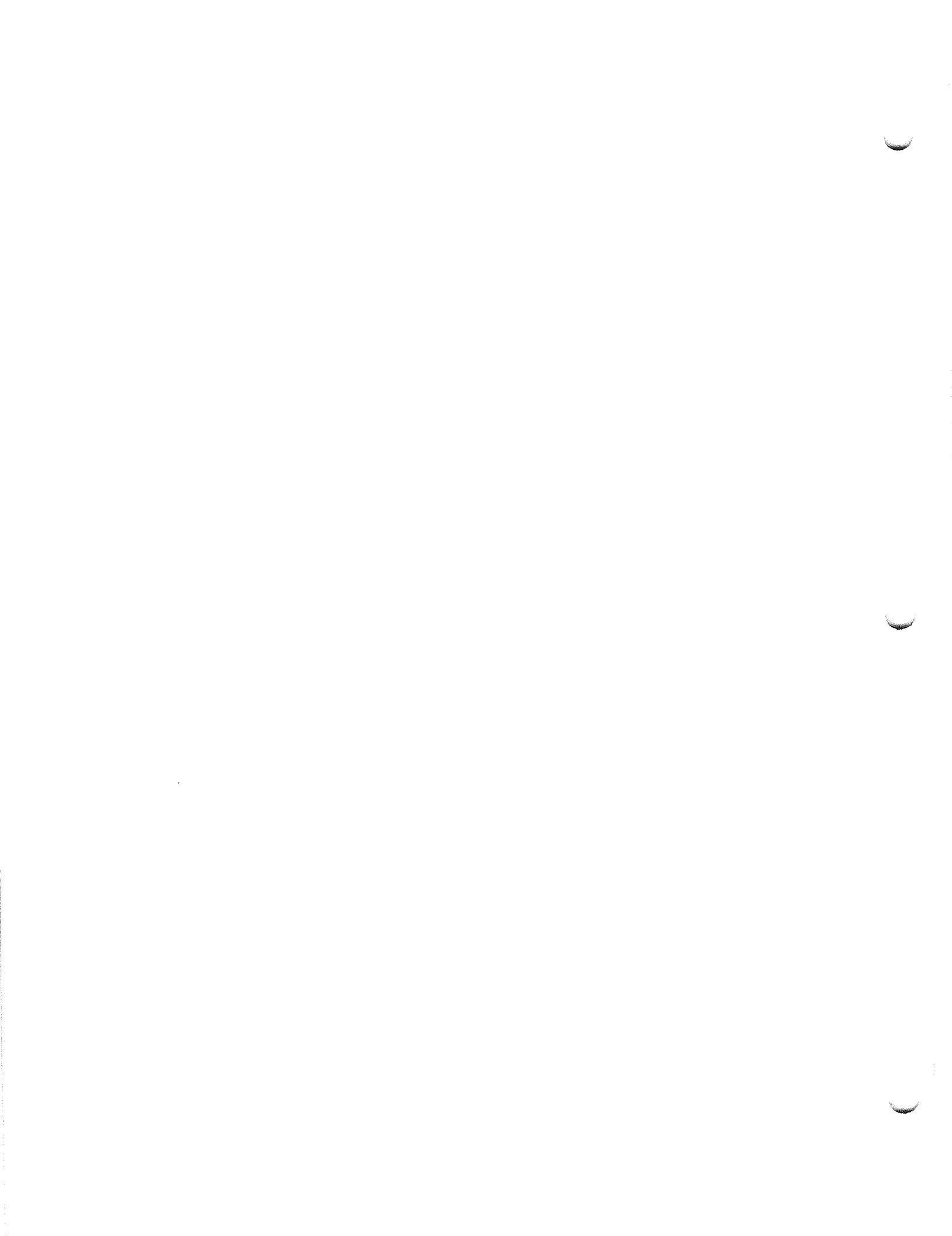
within fourteen (14) days of mailing or other delivery of the decision, the grievant or the **Manchester Housing Authority** may request review of the decision by the **Manchester Housing Authority**'s Board. The Board shall promptly decide whether to uphold, set aside or modify the decision after permitting the **Manchester Housing Authority** and grievant to make oral presentations and/or submit documentation. The Board may also permit the hearing panel to make a presentation. The Board's review shall be at an open meeting unless an executive session is warranted pursuant to the Open Meeting Law. The decision of the Board shall be in writing and shall explain its reasoning. If a written decision is not rendered within forty-five (45) days from the date a review is requested, the decision of the Board, when rendered, shall specify a reason showing that there has been no undue delay.

## **XI. Review by the Department of Housing and Community Development**

In the event that the **Manchester Housing Authority**'s Board shall make a material change in a decision of the grievance panel, upon written request of the grievant, made to DHCD within fourteen (14) days of mailing or other delivery of the Board's decision, DHCD shall review the decision of the Board and shall render a written decision upholding, setting aside or modifying the decision of the Board, DHCD shall mail copies of its decision to the **Manchester Housing Authority** and the grievant or to their attorneys.

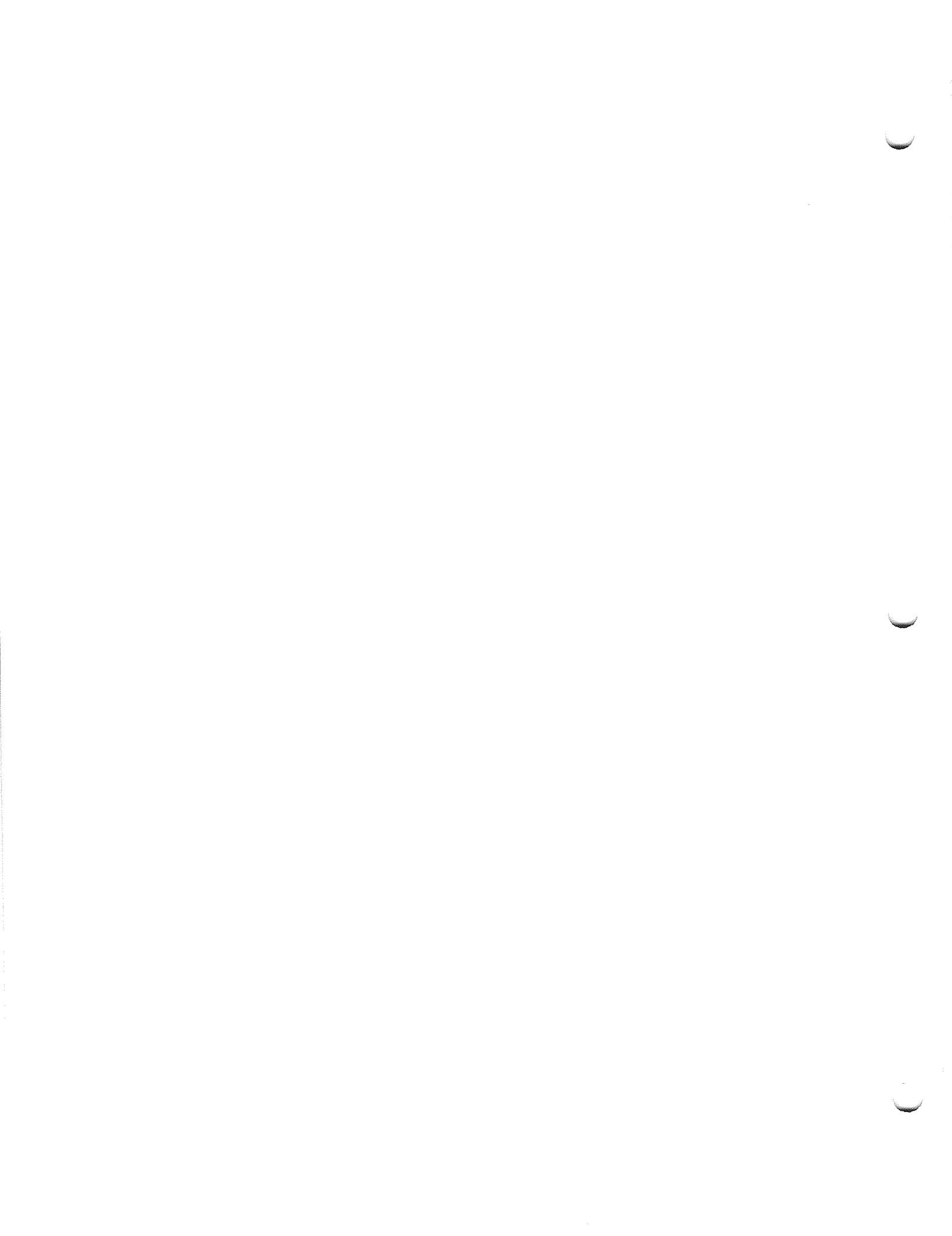
## **XII. Effect of a Decision on a Grievant**

The final decision on a grievance (after any properly requested administrative reviews have been decided) shall be binding between the **Manchester Housing**



**Authority** and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter which has been subject to a decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. In the event the hearing panel's decision on a grievance determines that good cause exists for terminating a lease, the **Manchester Housing Authority** may, upon receipt of the decision, file a summary process summons and complaint, and there shall be no review by the Board or DHCD. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the **Manchester Housing Authority** and any person who was not a grievant, the decision on a grievance shall have no binding effect.

**Policy Adopted on February 27, 2019**



MANCHESTER HOUSING AUTHORITY

GRIEVANCE PROCEDURE COMPLAINT FORM

1. Name: \_\_\_\_\_  
                  Last                   First                   Middle

2. Development: \_\_\_\_\_

3. Apartment: \_\_\_\_\_ 4. Floor: \_\_\_\_\_

5. Complaint: (please check one or more)

A. MAINTENANCE

1. Leaks       2. Windows       3. Doors       4. Bedrooms  
5. Kitchen      6. Bathroom      7. Heat        8. Rats or Roaches  
9. Other (please specify): \_\_\_\_\_

B. ANOTHER TENANT

1. Threats or Attacks       2. Nuisance  
3. Other (please specify): \_\_\_\_\_

C. OTHER (please specify): \_\_\_\_\_

6. Please describe completely the facts of your complaint. This should include, if appropriate, any dates, any names of people to whom you spoke or wrote, the specific complained-of action or lack of action, and if possible write this out in the order the events took place. You might also want to add the names of other people through whom your complaint can be checked.

7. Please write down what action you would like to be taken on your complaint. Please be as specific as possible.

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8. Date of Complaint: \_\_\_\_\_  
Month / Date / Year / Day of Week

9. Time of Complaint: \_\_\_\_\_ a.m./p.m. (circle one)

10. \_\_\_\_\_ Signature of GHA Official      Signature of Complaining Tenant

TO BE FILED IN BY MANAGER OR OTHER MHA OFFICIAL

11. Routine      Emergency

12. Assigned to whom: \_\_\_\_\_

13. Date and time of Assignment: \_\_\_\_\_

14. Date of private conference: \_\_\_\_\_

# MANCHESTER HOUSING AUTHORITY

## GRIEVANCE PROCEDURE POLICY

### **I. General Overview**

The Grievance Procedure is an administrative method required by the Department of Housing and Community Development (DHCD) regulations (760 CMR 6.08) to deal promptly and reliably with resident complaints. The procedure must be available to housing tenants, participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP) and to individuals who file appeals pursuant to 760 CMR 8.00 (Privacy and Confidentiality Regulation).

**A.** A grievance is defined as:

(1) an allegation that an **Manchester Housing Authority** employee has acted or failed to act in accordance with the tenant's lease or any statute, regulation, or rule regarding the conditions of tenancy and the alleged action or failure to act has adversely affected the status, rights, duties or welfare of the grievant and/or a household member;

(2) an allegation that an **Manchester Housing Authority** employee has acted or failed to act in accordance with any statute, regulation, or rule regarding the program and that the alleged action or failure to act has adversely affected the status, rights, duties, or welfare of the grievant or a household member;

(3) an appeal by a data subject pursuant to 760 CMR 8.00

**B.** The meaning of a statute, regulation or rule shall not be the subject of a grievance. A dispute between a tenant and another tenant or household member, in which the **Manchester Housing Authority** is not involved, shall not be the subject of a grievance. A grievance shall not be filed by a tenant on behalf of another tenant or any household member of another tenant.

### **II. Initiation of a Grievance**

**A.** A grievance regarding whether good cause exists for terminating a lease shall be initiated by a tenant, in writing, and shall be mailed (postmarked) delivered to the **Manchester Housing Authority** at its main office within seven (7) days after a notice of lease termination has been given to the tenant by the **Housing Authority**

- B. A grievance regarding some other matter shall be initiated by a grievant in writing and shall be mailed (postmarked) or delivered to the **Manchester Housing Authority** at its main office no more than fourteen (14) days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance, provided the **Manchester Housing Authority** shall have discretion to permit a grievance to be initiated late.
- C. In the event that a tenant files a grievance as to the amount of a redetermined rent within fourteen (14) days of the **Housing Authority** notice of the redetermined rent, the tenant shall continue to pay the rent then in effect (unless the redetermined rent is lower) until final disposition of the grievance. Upon final disposition of the grievance, the tenant shall pay any additional amounts determined to have been due but not paid since the effective date set out in the notice of redetermined rent or **Housing Authority** shall credit the tenant with any amounts paid but determined not to have been due.
- D. The **Manchester Housing Authority** shall permit additional time for initiation of a grievance if the **Manchester Housing Authority** shall find that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the **Manchester Housing Authority**. The **Housing Authority** shall have available forms on which a grievance may be initiated.

### **III. Informal Settlement Conference**

Promptly after the initiation of a grievance, unless otherwise provided, the **Manchester Housing Authority** Executive Director or his or her designee shall give the grievant the opportunity to discuss the grievance informally in an attempt to settle the grievance without the necessity of a grievance hearing. The **Manchester Housing Authority** shall give reasonable advance notice to the grievant and his or her representative (if any) of a time and place for an informal settlement conference, unless such a conference shall have taken place when the grievance was delivered to the **Manchester Housing Authority**. At the informal settlement conference, the **Manchester Housing Authority** and the grievant may be represented by a lawyer or by a non-lawyer. If the grievance is resolved at the informal settlement conference, the **Manchester Housing Authority** and grievant shall acknowledge the terms of the resolution in writing. If the grievance is resolved at the informal settlement conference no grievance hearing shall be held. If a grievance is not resolved at the informal conference, a grievance hearing shall be held. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing.

### **IV. Right to a Hearing**

A. The **Manchester Housing Authority** hearing officer shall conduct hearings on grievances filed by a public housing tenant, a program participant, or a data subject concerning a grievable matter, provided that no grievance hearing regarding whether good cause exists for terminating a lease shall be requested or held under any of the circumstances specified in MGL c.121B, §32, including the following circumstances:

- (1) in the event of non-payment of rent.
- (2) in the event the **Manchester Housing Authority** has reason to believe that tenant or household member:
  - a. has unlawfully caused serious physical harm to another tenant or employee of the **Manchester Housing Authority** or any other person lawfully on the **Manchester Housing Authority** property.
  - b. has unlawfully threatened to cause serious physical harm to any member of a tenant household or a **Manchester Housing Authority** employee or any person lawfully on the **Manchester Housing Authority** property.
  - c. has unlawfully destroyed, vandalized or stolen property of any member of a tenant household or of the **Manchester Housing Authority** or of any person lawfully on the **Authority**'s property, if such conduct involved a serious threat to the health or safety of any such person.
  - d. has unlawfully possessed, carried, or kept a weapon on or adjacent to the **Manchester Housing Authority** property in violation of MGL c.269 §10.
  - e. has unlawfully possessed or used an explosive or incendiary device on or adjacent to **Manchester Housing Authority** property or has otherwise violated MGL c.266 or 102B.
  - f. has unlawfully possessed. Sold or possessed with intent to distribute a class A, B, or C controlled substance as defined in MGL c.94C §31, on or adjacent to the **Manchester Housing Authority** 's property.
  - g. has engaged in other criminal conduct which has seriously threatened or endangered the health or safety of any tenant household, a **Manchester Housing Authority** employee any person lawfully on the **Manchester Housing Authority**'s property, or
  - h. has engaged in behavior which would be cause for voiding lease pursuant to the provision of MGL c.139 §19; or
- (3) in the event the **Manchester Housing Authority** has reason to believe a guest of a tenant or a guest of a household member has engaged in the behavior listed in subparagraph 4A (2) and that the

tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in Misconduct.

#### **V. Hearing Date and Notice of Hearing**

**A.** The **Manchester Housing Authority** shall schedule a grievance hearing regarding whether good cause exists for terminating a lease within fourteen (14) days after the date on which the **Manchester Housing Authority** receives the grievance. At such time, the **Manchester Housing Authority** shall set a date for the hearing no more than thirty (30) days from the date of the request for a grievance hearing (or as soon as reasonably practical thereafter) and at least fifteen (15) days prior to the date of termination. The **Manchester Housing Authority** shall give grievant written notice of the date, time, and place at least seven (7) days before the hearing. At the grievance hearing any additional reason(s) for termination of the lease, which arose subsequent to the date of the notice of termination, shall be considered so long as the **Manchester Housing Authority** has given written notice to the grievant as to the additional reason(s) not less than three (3) days before the hearing, or, if the additional reason(s) for termination shall have arisen within such three (3) day period, a subsequent session of the hearing may be scheduled on not less than three (3) days notice to consider such reason(s). In lease terminations if grievant is entitled to request a grievance hearing and has made a timely request, the **Manchester Housing Authority** shall not file a summary process summons and complaint seeking an eviction pending the hearing and a decision or other resolution in the **Manchester Housing Authority**'s favor.

**B.** A hearing of a grievance regarding an issue other than lease termination shall be scheduled as soon as reasonable convenient following receipt of the grievance. The **Manchester Housing Authority** shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative, if any is known.

**C.** The **Manchester Housing Authority** or the Presiding Member may reschedule a hearing by agreement of the **Manchester Housing Authority** and the grievant; or upon a showing by the grievant or by the **Manchester Housing Authority** that rescheduling is reasonably necessary.

#### **VI. Pre-Hearing Examination of Relevant Documents**

Prior to a grievance hearing the **Manchester Housing Authority** shall give the grievant or his or her representative a reasonable opportunity to examine **Manchester Housing Authority** documents which are directly relevant to the grievance. Following a timely request, the **Manchester Housing Authority** shall provide copies of such documents to grievant and for good cause (including financial hardship), may waive the charge for the copies.

## **VII. Persons Entitled to be Present**

The grievance hearing shall be private unless the grievant requests that it be open to the public. If the grievant requests an open hearing, the hearing shall be open to the public unless the Presiding Member of the grievance panel otherwise orders. The **Manchester Housing Authority** and the grievant shall be entitled to specify a reasonable number of persons who may be present at a private hearing. A challenge to the presence of any such person shall be decided by the Presiding Member. At the grievance hearing, the **Manchester Housing Authority** and the grievant may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct himself or herself in an orderly manner or he or she may be excluded. If the grievant misbehaves at the hearing, the hearing panel by majority vote may take other appropriate measures to deal with the misbehavior including dismissing the grievance.

## **VIII. Procedure at Grievance Hearings**

The hearing officer shall conduct the grievance hearing in a fair manner without undue delay. The Presiding Member shall initially take appropriate steps to define the issues. Thereafter, relevant information. Including testimony of witnesses and written material, shall be received regarding such issues. Both the grievant and the **Manchester Housing Authority** shall be entitled to question each other's witnesses. Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The hearing shall be tape recorded. The panel members may question witnesses and may take notice of matters of common knowledge and applicable laws., regulations and **Manchester Housing Authority** rules and policies. The panel members may request the **Manchester Housing Authority** or the grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information.

The tapes of the hearing shall be maintained by the **Manchester Housing Authority** until any applicable appeals have been decided. During that time grievant and or his or her representative may listen to the tapes at the **Manchester Housing Authority**'s offices.

## **IX. Written Decision by the Grievance Officer**

Within fourteen (14) days following the hearing or as soon thereafter as reasonably possible, the hearing officer shall provide the **Manchester Housing Authority** with a written decision on the grievance, describing the factual situation and ordering whatever relief, if any, that shall be appropriate under the circumstances and under applicable laws, regulations, rules and/or policies. The decision shall be made by the hearing officer who heard the hearing. The decision shall be based on the information at the grievance hearing and such additional information as may have been provided to the hearing officer

at its request. The **Manchester Housing Authority** shall forthwith mail or otherwise deliver a copy of the decision to the grievant and his or her representative if any. A copy of the decision (with names and personal identifiers deleted) shall hereafter be maintained at the **Manchester Housing Authority** and shall be open to public inspection.

#### **X. Review by the Manchester Housing Authority's Board**

In cases where the decision of the hearing panel concerns whether good cause exists for terminating a lease, there shall be no review by the **Manchester Housing Authority's Board**. In other cases, if the grievant or the **Manchester Housing Authority** believes that:

- (a) the decision of the hearing panel is not supported by the facts.
- (b) the decision does not correctly apply the terms of the lease or applicable laws, regulations, rules and/or policies; or
- (c) the subject matter is not grievable.

within fourteen (14) days of mailing or other delivery of the decision, the grievant or the **Manchester Housing Authority** may request review of the decision by the **Manchester Housing Authority's Board**. The Board shall promptly decide whether to uphold, set aside or modify the decision after permitting the **Manchester Housing Authority** and grievant to make oral presentations and/or submit documentation. The Board may also permit the hearing panel to make a presentation. The Board's review shall be at an open meeting unless an executive session is warranted pursuant to the Open Meeting Law. The decision of the Board shall be in writing and shall explain its reasoning. If a written decision is not rendered within forty-five (45) days from the date a review is requested, the decision of the Board, when rendered, shall specify a reason showing that there has been no undue delay.

#### **XI. Review by the Department of Housing and Community Development**

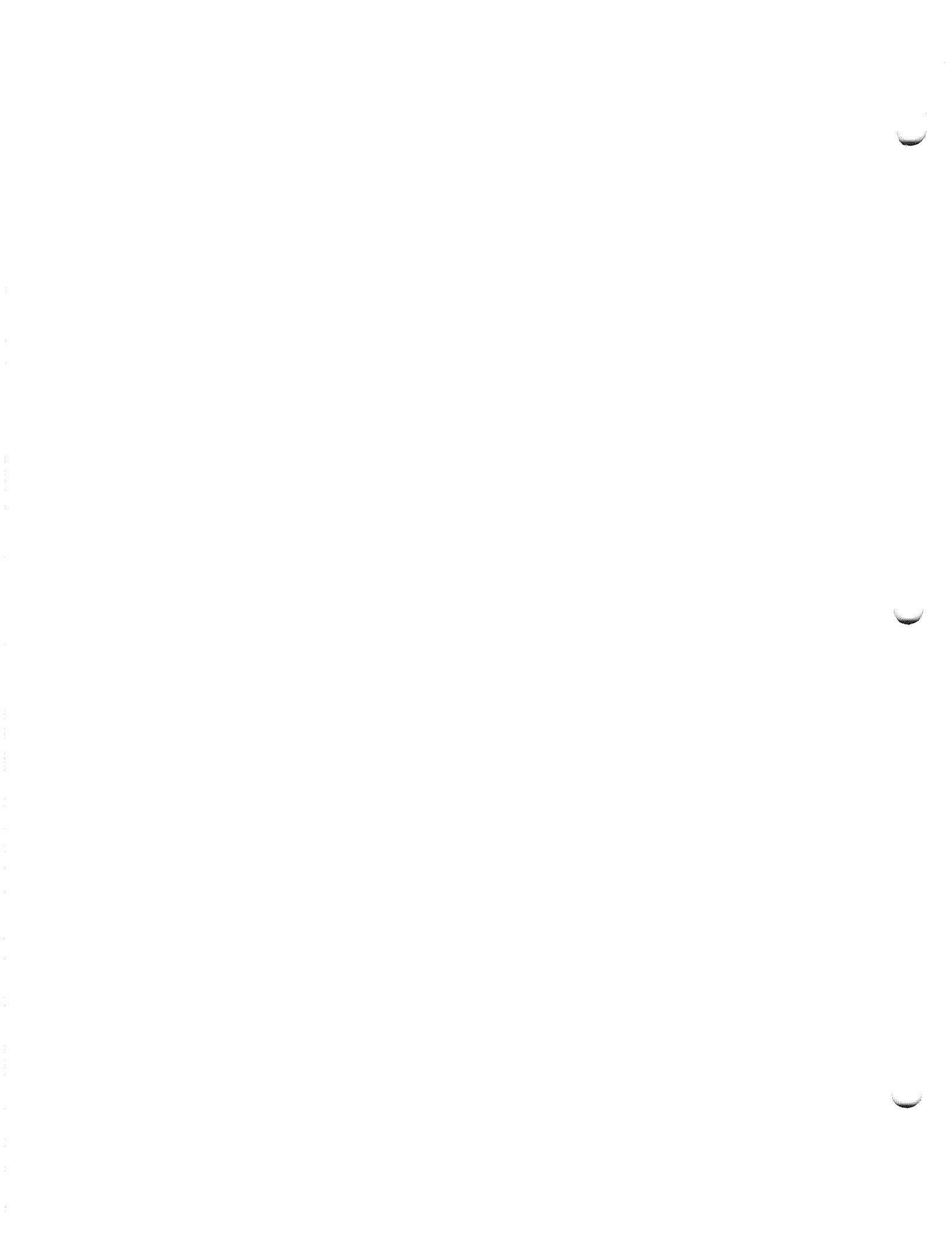
In the event that the **Manchester Housing Authority's Board** shall make a material change in a decision of the grievance panel, upon written request of the grievant, made to DHCD within fourteen (14) days of mailing or other delivery of the Board's decision, DHCD shall review the decision of the Board and shall render a written decision upholding, setting aside or modifying the decision of the Board, DHCD shall mail copies of its decision to the **Manchester Housing Authority** and the grievant or to their attorneys.

#### **XII. Effect of a Decision on a Grievant**

The final decision on a grievance (after any properly requested administrative reviews have been decided) shall be binding between the **Manchester Housing**

**Authority** and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter which has been subject to a decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. In the event the hearing panel's decision on a grievance determines that good cause exists for terminating a lease, the **Manchester Housing Authority** may, upon receipt of the decision, file a summary process summons and complaint, and there shall be no review by the Board or DHCD. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the **Manchester Housing Authority** and any person who was not a grievant, the decision on a grievance shall have no binding effect.

**Policy Adopted on February 27, 2019**



MANCHESTER HOUSING AUTHORITY

GRIEVANCE PROCEDURE COMPLAINT FORM

1. Name: \_\_\_\_\_  
                  Last                   First                   Middle

2. Development: \_\_\_\_\_

3. Apartment: \_\_\_\_\_ 4. Floor: \_\_\_\_\_

5. Complaint: (please check one or more)

A. MAINTENANCE

1. Leaks       2. Windows       3. Doors       4. Bedrooms  
5. Kitchen      6. Bathroom      7. Heat        8. Rats or Roaches  
9. Other (please specify): \_\_\_\_\_

B. ANOTHER TENANT

1. Threats or Attacks       2. Nuisance  
3. Other (please specify): \_\_\_\_\_

C. OTHER (please specify): \_\_\_\_\_

6. Please describe completely the facts of your complaint. This should include, if appropriate, any dates, any names of people to whom you spoke or wrote, the specific complained-of action or lack of action, and if possible write this out in the order the events took place. You might also want to add the names of other people through whom your complaint can be checked.

7. Please write down what action you would like to be taken on your complaint. Please be as specific as possible.

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8. Date of Complaint: \_\_\_\_\_  
Month / Date / Year / Day of Week

9. Time of Complaint: \_\_\_\_\_ a.m./p.m. (circle one)

10. \_\_\_\_\_ Signature of GHA Official \_\_\_\_\_ Signature of Complaining Tenant  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO BE FILED IN BY MANAGER OR OTHER MHA OFFICIAL

11. Routine \_\_\_\_\_ Emergency \_\_\_\_\_

12. Assigned to whom: \_\_\_\_\_

13. Date and time of Assignment: \_\_\_\_\_

14. Date of private conference: \_\_\_\_\_

TPB  
13



MANCHESTER HOUSING AUTHORITY  
RENT COLLECTION ACCORDING TO 760CMR 6.04

760 CMR: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
6.04: continued

(2) Rent Payment.

- (a) Tenant shall pay rent monthly in advance on or before the first day of each month. Rent for any fraction of a month of occupancy at the beginning or end of the term shall be charged on a *pro rata* basis. The monthly rent shall remain in effect until a new monthly rent shall have been re-determined by the LHA in accordance with 760 CMR 6.04(4) or (5).
- (b) During the term while a lease is in effect the LHA shall accept as rent all payments which the tenant shall have designated as rent. The acceptance of such rental payments by the LHA shall not constitute a waiver of payment for other amounts due or of any other past, present, or future obligation under the tenant's lease. Following termination of the lease, if tenant fails to vacate, tenant shall pay monthly, in advance, the fair value of use occupancy of the unit as determined by the LHA, but not less than the rent in effect at the time of termination, provided that if the termination is contested in court, no amount higher than such rent shall be charged unless and until the termination is upheld or approved by the court. Payment for such use and occupancy, however designated, shall not create a new tenancy.

(3) Failure to Pay Rent.

- (a) In the event that a tenant shall fail to pay all or any part of the rent within seven days of its due date, the LHA may declare the unpaid rent delinquent and issue a notice of termination of lease. Prior to issuing such a notice, except where the tenant is habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six months, the LHA shall provide the tenant with an opportunity to discuss the reason for the late payment.
- (b) In the event that tenant shall fail to pay all or any part of the rent within 30 days of its due date, the LHA shall impose a fee in the amount of \$25 for failure to pay rent when due. The LHA may also charge tenant interest in accordance with applicable law and with the terms of tenant's lease. If tenant shall have shown good cause for late payment to the LHA, the LHA in its discretion may waive the interest or fee for late payment. If the LHA and tenant shall have entered a repayment agreement the LHA may waive the interest or fee for late payment of the rent which is the subject of the repayment agreement. By charging interest or the fee for late payment of rent, the LHA shall not have condoned tenant's breach of tenant's obligation to pay rent when due, and the LHA shall not thereby waive any rights to issue a notice of termination of the lease, to bring eviction proceedings against tenant and to collect arrearages, constable fees and costs on account of the tenant's failure to pay rent when due.
- (c) In the event that a tenant's failure to pay rent due results in a monetary judgment and execution for the LHA the LHA may seek to intercept funds which are otherwise payable by the Commonwealth to tenant on or after January 1, 2005, through the Comptroller's Set-off Debt Collection Program or successor program in the manner provided by the program and as may be specified in guidelines issued by the Department.

MANCHESTER  
HOUSING AUTHORITY

RENT COLLECTION POLICY

**PURPOSE:**

To clearly establish the procedures, obligation and responsibilities of rent payment.

**REQUIREMENTS AND PROCEDURES:**

**Tenants in Occupancy**

Rent is due and payable in advance on or before the first (1st) day of the month.

Rent unpaid within seven (7) days of its due date will be considered delinquent and a Notice of Termination of Lease which may include a Notice to Quit will be issued.

Rent unpaid by Tenants who receive Social Security payments between the 8th and 10th day of the month will not be considered delinquent until after the 11th day of the month or the next business day.

The obligation of the rent payment is agreed by both parties (the Authority and the tenants) as an integral, contractual part of the Lease and continues on a monthly basis for the term of the Lease, without the requirement of a billing system. No reminders (invoices) are sent to the tenant.

**Location and Method of Payment**

Rent will be accepted in the main office from Monday to Friday during normal business hours.

Rent will be accepted by personal check, money order or bank check in person or by mail. and by direct payment, via ACH Debit.

Exception - those persons having agreements with the Authority will hand deliver, or cause to be delivered, the payments to the office on or before the agreed upon payment dates and in the amount (s) agreed to in the signed agreement.

## Restrictions

Canceled checks or money order/bank check copies will serve as receipts. No other receipt will be given, unless the tenant needs proof of payment for a specific purpose; in which case, the tenant will call the Authority in advance and request a written confirmation of their rent payment.

No third party checks will be accepted for rent payment: "Third Party" being defined as any check made out to the tenant by another person, agency firm or other entity.

No request for check cashing will be honored, which includes: checks from social security, welfare or any other agency, firm or individual.

A tenant who tenders a personal check for rent payment that does not clear the bank because of "insufficient funds" shall:

Immediately pay their rent in cash

Pay the bank's penalty charges

Pay all future rent payment by money order or bank check until such time as it is agreed by the Authority that the tenant has shown responsible payment habits.

Such determination will be made by the Director or his/her designee.

A tenant will be allowed to make monthly rental payments in two (2) installments each month if Tenant shows, in advance and in writing good cause for the request.

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## Rent Delinquency

Tenants with rent overdue for more than thirty (30) days will be charged a late fee of \$25.00

Residents who adhere to their Management approved rent payment schedules will be exempt from this charge.

No tenant owing money to the Authority (rent, fees or damages) will be allowed to transfer into any other property owned by the Authority.

## Late Rent Payments

Tenants who wish to pay their arrearage during the fourteen (14) day notice to vacate period must pay all rent owed and all other charges due in their entirety.

Partial Payments will not be accepted during this period of time to remedy the situation, but may be accepted for 'Use and Occupancy" only by the Authority, without waiving their managerial rights to the eviction process.

'Use and Occupancy" only stipulation provides hourly/daily payment ONLY for occupancy while awaiting a court decision and does not constitute, or reestablish a tenancy.

#### Refusal of Rent Payment by the Authority

If, after reviewing a tenant's past rent payment performance, it is determined that the tenant has displayed a history of rent arrearage and eviction proceedings, the Authority may elect to exercise their legal right to refuse payment of partial rent to restore tenancy, and bring the case into Court.

The Authority may elect to accept monies for "Use and Occupancy" only without waiving any managerial rights to the eviction process and without restoring tenancy.

The Authority may elect to issue a complaint for repeated and continuous violation of the Lease: i.e., lease provision: to pay all or any part of the rent within seven (7) days of its due date.

#### Rent Agreements

Agreements for rent payments will be made with tenants who have a demonstrated and documented hardship. The definition of hardship must be agreed to by the Executive Director or his/her designee.

In exceptional cases, management will enter into a rental payment/arrearage payment agreement with reasonable payment schedules. The term "reasonable" will be defined by management after reviewing the hardship.

Tenants will be discouraged from entering into payment schedule agreements that clearly impose a borderline, financial burden on them and put them at risk of violating the agreement.

In all agreements, payment of rent arrearage and all other charges must be completed within a period of six (6) months. Exceptions can only be made with the Executive director or his/her designee.

Failures by the tenant to meet the specific agreement dates and/or payment amount will constitute reason for management to commence eviction proceedings.

## Former Tenants

It is the policy of the Authority to actively pursue collection of arrearage from those persons leaving the Authority with a balance due.

Methods of rent recaptures will include, but not be limited to:

Securing the tenants forwarding addresses

Through the postal system  
By neighbors, next of kin, etc.  
Place of employment  
Public records

Through the services of a rental collection agency/service

Through the small claims court

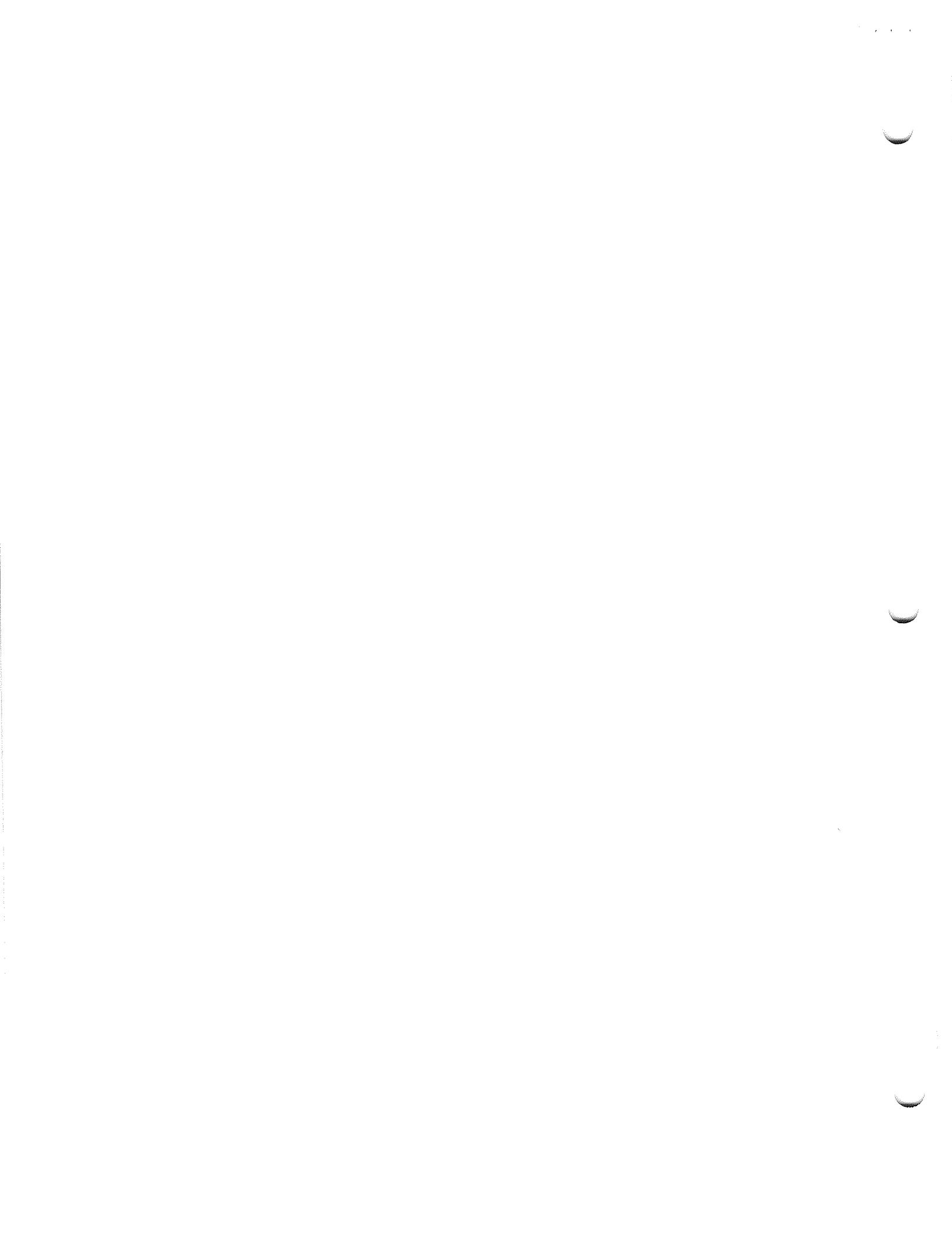
Any former tenant who left the Authority owing money, for rent arrearage, property damage or other charges, fees, reapplying for tenancy will not be accepted for any program managed by the Authority, or in the portfolio of the Authority, until he/she provides the following:

Payment in full for all charges, fees, arrears, legal fees, etc., by money order or bank check

Documentation by him/her of present housing, including present address, landlord's name, address and phone number. If a former tenant has lived at more than one address since their departure from the Authority, ALL information must be provided. Failure to do so will result in the applicant being denied housing, as is the case with all applicants. If a reasonable assumption can be made by management that the applicant will again be irresponsible in payment or rent, management can reject the applicant.

After receipt of all monies owed to the Authority by the applicant, the Authority will perform the same screening procedures as for all other applicants. If the applicant does not qualify for housing following the screening procedures, the applicant will be denied housing.

Policy Adopted on April, 21, 2021



MANCHESTER HOUSING AUTHORITY  
RENT COLLECTION ACCORDING TO 760CMR 6.04

760 CMR: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
6.04: continued

**(2) Rent Payment.**

(a) Tenant shall pay rent monthly in advance on or before the first day of each month. Rent for any fraction of a month of occupancy at the beginning or end of the term shall be charged on a *pro rata* basis. The monthly rent shall remain in effect until a new monthly rent shall have been re-determined by the LHA in accordance with 760 CMR 6.04(4) or (5).

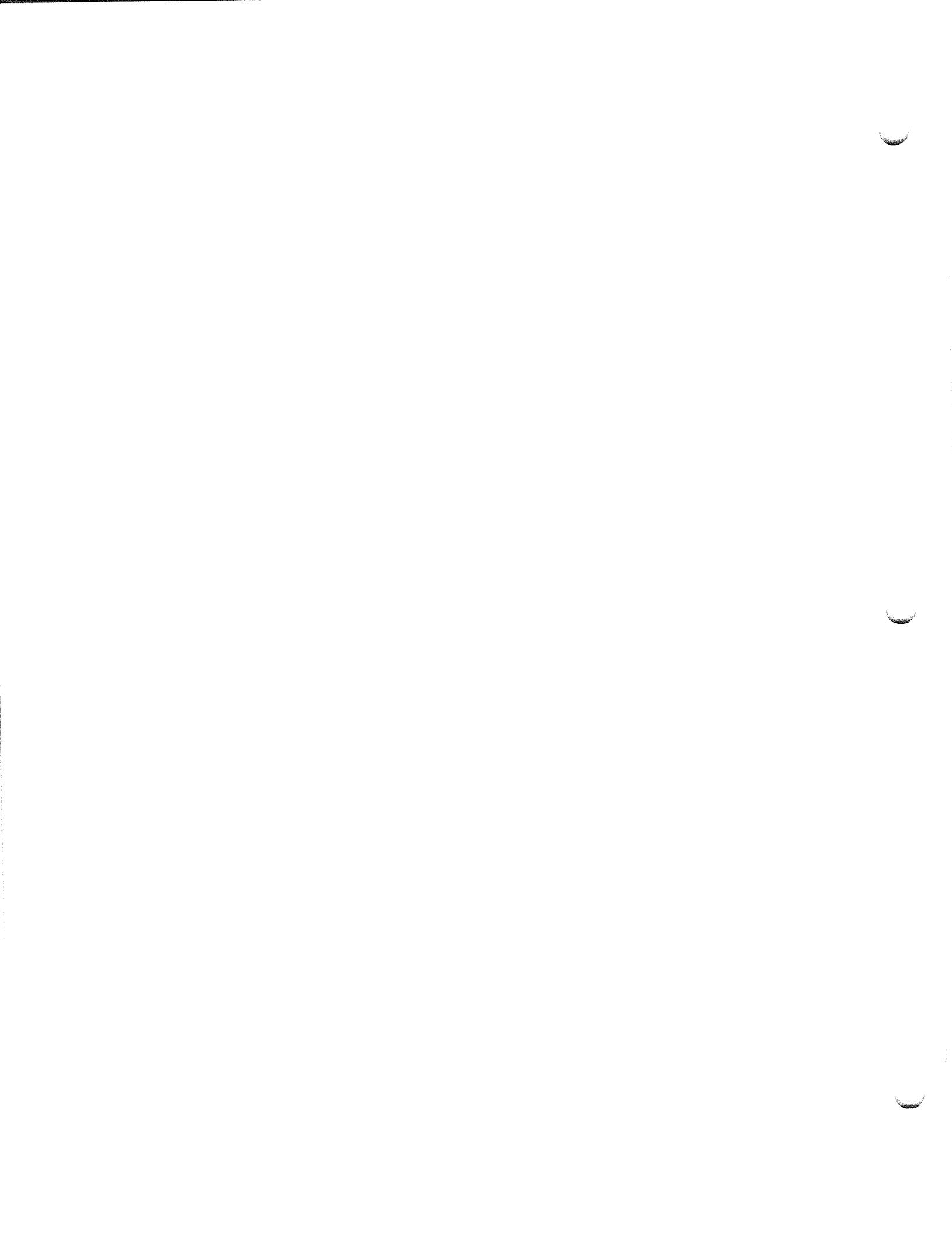
(b) During the term while a lease is in effect the LHA shall accept as rent all payments which the tenant shall have designated as rent. The acceptance of such rental payments by the LHA shall not constitute a waiver of payment for other amounts due or of any other past, present, or future obligation under the tenant's lease. Following termination of the lease, if tenant fails to vacate, tenant shall pay monthly, in advance, the fair value of use occupancy of the unit as determined by the LHA, but not less than the rent in effect at the time of termination, provided that if the termination is contested in court, no amount higher than such rent shall be charged unless and until the termination is upheld or approved by the court. Payment for such use and occupancy, however designated, shall not create a new tenancy.

**(3) Failure to Pay Rent.**

(a) In the event that a tenant shall fail to pay all or any part of the rent within seven days of its due date, the LHA may declare the unpaid rent delinquent and issue a notice of termination of lease. Prior to issuing such a notice, except where the tenant is habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six months, the LHA shall provide the tenant with an opportunity to discuss the reason for the late payment.

(b) In the event that tenant shall fail to pay all or any part of the rent within 30 days of its due date, the LHA shall impose a fee in the amount of \$25 for failure to pay rent when due. The LHA may also charge tenant interest in accordance with applicable law and with the terms of tenant's lease. If tenant shall have shown good cause for late payment to the LHA, the LHA in its discretion may waive the interest or fee for late payment. If the LHA and tenant shall have entered a repayment agreement the LHA may waive the interest or fee for late payment of the rent which is the subject of the repayment agreement. By charging interest or the fee for late payment of rent, the LHA shall not have condoned tenant's breach of tenant's obligation to pay rent when due, and the LHA shall not thereby waive any rights to issue a notice of termination of the lease, to bring eviction proceedings against tenant and to collect arrearages, constable fees and costs on account of the tenant's failure to pay rent when due.

(c) In the event that a tenant's failure to pay rent due results in a monetary judgment and execution for the LHA the LHA may seek to intercept funds which are otherwise payable by the Commonwealth to tenant on or after January 1, 2005, through the Comptroller's Set-off Debt Collection Program or successor program in the manner provided by the program and as may be specified in guidelines issued by the Department.



MANCHESTER  
HOUSING AUTHORITY

**RENT COLLECTION POLICY**

PURPOSE:

To clearly establish the procedures, obligation and responsibilities of rent payment.

REQUIREMENTS AND PROCEDURES:

Tenants in Occupancy

Rent is due and payable in advance on or before the first (1st) day of the month.

Rent unpaid within seven (7) days of its due date will be considered delinquent and a Notice of Termination of Lease which may include a Notice to Quit will be issued.

Rent unpaid by Tenants who receive Social Security payments between the 8th and 10th day of the month will not be considered delinquent until after the 11th day of the month or the next business day.

The obligation of the rent payment is agreed by both parties (the Authority and the tenants) as an integral, contractual part of the Lease and continues on a monthly basis for the term of the Lease, without the requirement of a billing system. No reminders (invoices) are sent to the tenant.

Location and Method of Payment

Rent will be accepted in the main office from Monday to Friday during normal business hours.

Rent will be accepted by personal check, money order or bank check in person or by mail.

Exception - those persons having agreements with the Authority will hand deliver, or cause to be delivered, the payments to the office on or before the agreed upon payment dates and in the amount (s) agreed to in the signed agreement.

## Restrictions

Canceled checks or money order/bank check copies will serve as receipts. No other receipt will be given, unless the tenant needs proof of payment for a specific purpose; in which case, the tenant will call the Authority in advance and request a written confirmation of their rent payment.

No third party checks will be accepted for rent payment: "Third Party" being defined as any check made out to the tenant by another person, agency firm or other entity.

No request for check cashing will be honored, which includes: checks from social security, welfare or any other agency, firm or individual.

A tenant who tenders a personal check for rent payment that does not clear the bank because of "insufficient funds" shall:

Immediately pay their rent in cash

Pay the bank's penalty charges

Pay all future rent payment by money order or bank check until such time as it is agreed by the Authority that the tenant has shown responsible payment habits.

Such determination will be made by the Director or his/her designee.

A tenant will be allowed to make monthly rental payments in two (2) installments each month if Tenant shows, in advance and in writing good cause for the request.

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## Rent Delinquency

Tenants with rent overdue for more than thirty (30) days will be charged a late fee of \$25.00

Residents who adhere to their Management approved rent payment schedules will be exempt from this charge.

No tenant owing money to the Authority (rent, fees or damages) will be allowed to transfer into any other property owned by the Authority.

## Late Rent Payments

Tenants who wish to pay their arrearage during the fourteen (14) day notice to vacate period must pay all rent owed and all other charges due in their entirety.

Partial Payments will not be accepted during this period of time to remedy the situation, but may be accepted for 'Use and Occupancy" only by the Authority, without waiving their managerial rights to the eviction process.

"Use and Occupancy" only stipulation provides hourly/daily payment ONLY for occupancy while awaiting a court decision and does not constitute, or reestablish a tenancy.

#### Refusal of Rent Payment by the Authority

If, after reviewing a tenant's past rent payment performance, it is determined that the tenant has displayed a history of rent arrearage and eviction proceedings, the Authority may elect to exercise their legal right to refuse payment of partial rent to restore tenancy, and bring the case into Court.

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Methods of rent recaptures will include, but not be limited to:

Securing the tenants forwarding addresses

- Through the postal system
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- Place of employment
- Public records

Through the services of a rental collection agency/service

Through the small claims court

Any former tenant who left the Authority owing money, for rent arrearage, property damage or other charges, fees, reapplying for tenancy will not be accepted for any program managed by the Authority, or in the portfolio of the Authority, until he/she provides the following:

Payment in full for all charges, fees, arrears, legal fees, etc., by money order or bank check

Documentation by him/her of present housing, including present address, landlord's name, address and phone number. If a former tenant has lived at more than one address since their departure from the Authority, ALL information must be provided. Failure to do so will result in the applicant being denied housing, as is the case with all applicants. If a reasonable assumption can be made by management that the applicant will again be irresponsible in payment or rent, management can reject the applicant.

After receipt of all monies owed to the Authority by the applicant, the Authority will perform the same screening procedures as for all other applicants. If the applicant does not qualify for housing following the screening procedures, the applicant will be denied housing.

Policy Adopted on \_\_\_\_\_

## Collection Policy

Residents who have not paid their rent by the 1st business day following the 5th of the month will receive a reminder letter.

Residents who have not paid by the 1st business day following the 10th day of the month will receive a letter from management requesting attendance at a private conference with the resident and/or resident's authorized representative at a convenient time and place. If, after the conference, management still intends to proceed with termination, it shall give a 14 day Notice to Quit unless a reasonable payment schedule has been agreed upon. Residents who agree to a payment schedule will be sent a confirmation of this agreement to pay. should the agreement not be followed, a 14 day Notice will be sent.

Following the private conference between management and tenant required as a first step in all termination cases, a tenant behind in his rent has the right to request a hearing before the Grievance Panel prior to management sending out the Notice to Quit. However, in order to have a hearing the tenant must:

REASONABLY ESTABLISH THAT HIS NON PAYMENT OF RENT IS RELATED TO AN ACT OR FAILURE TO ACT BY THE AUTHORITY, AND NOT A NEGLIGENT OR WILLFUL DISREGARD OF THE TENET OBLIGATION TO PAY RENT. PLEASE NOT THAT ALL LEGAL STATUTES WITHIN THE COMMONWEALTH REGARDING WITHHOLDING OR RENT APPLY. OR, if the arrearage is related to a dispute over the amount of the rent, THE TENANT MUST PAY TO THE HOUSING AUTHORITY, ALL UNDISPUTED AMOUNTS OF RENT DUE BEFORE A HEARING CAN BE HELD.

If the presiding officer of the hearing panel determines upon review of the tenet's request that the facts do not warrant a hearing, or, in the case of a rental dispute, the tenant has not paid the undisputed amount of rent, the presiding officer can deny the request for a hearing. Such a determination shall be final, subject of course to appeals to the court.

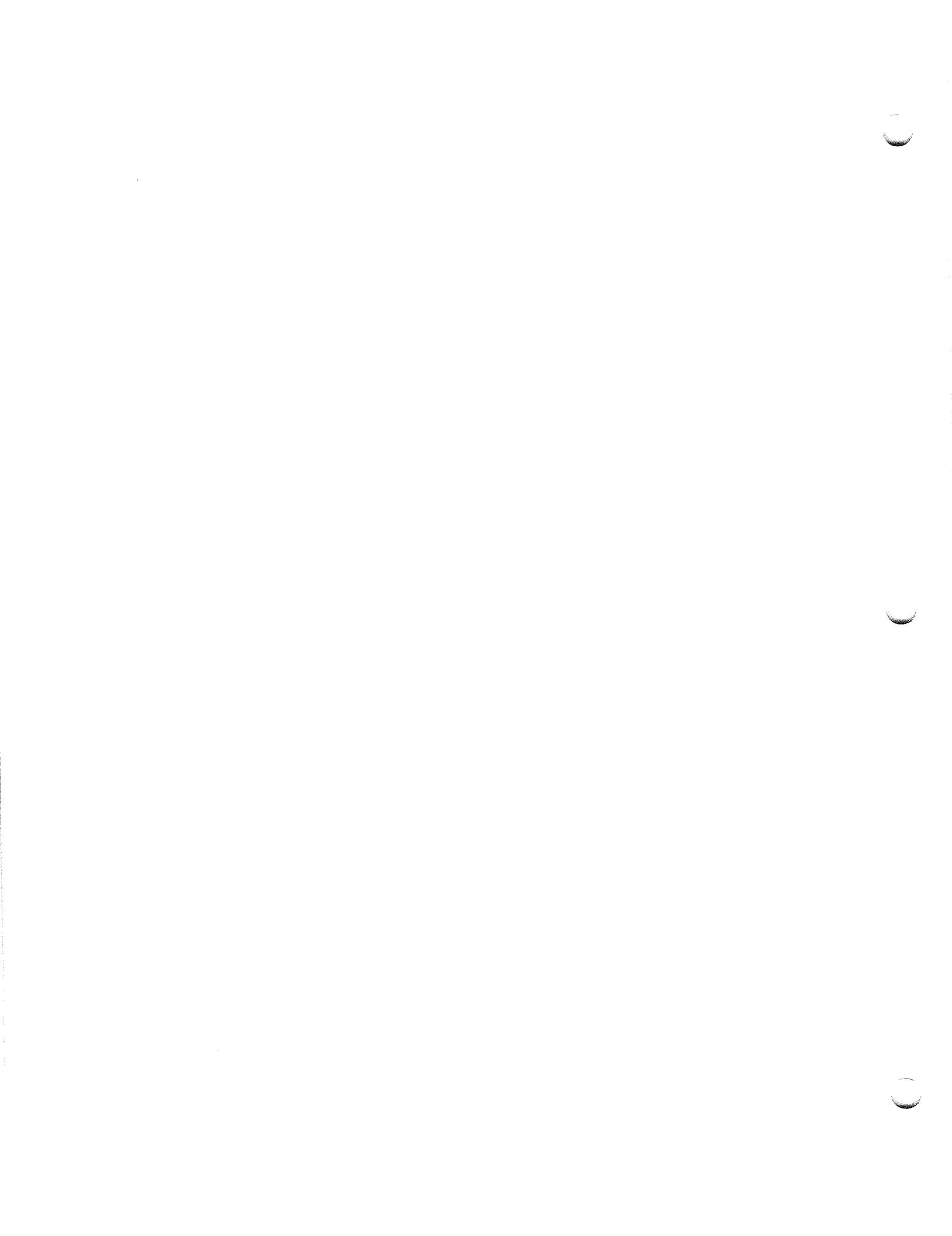
If the presiding officer denies the request or a hearing, management shall proceed the termination of lease for non payment of rent.

If the presiding officer determines that the tenant's case warrants a hearing g the procedures for said hearing are outlined in Section 4 of the Grievance Regulation.. The procedures for the hearings and any actions resulting from the hearing, including the appeals to the LHA Board, EOCD and the courts are governed by the appropriate sanctions of the Lease and Grievance Regulations.

Once the 14 day Notice is sent and the action is started, the action will continue until the balance is paid in full. Any agreement made at this point will only be made with judgment entered in court.

The Executive Director will prepare the 14 day Notices and a Constable will serve them. Once the 14 days have past, the Executive Director or the Authority's attorney will file the cases in court.

In order to keep the Board informed, a list will be provide to the Board of these resident receiving 14 day Notices. A. list will also be provide to the Board of those cases filed in court.



MANCHESTER  
HOUSING AUTHORITY

RENT COLLECTION POLICY

PURPOSE:

To clearly establish the procedures, obligation and responsibilities of rent payment.

REQUIREMENTS AND PROCEDURES:

Tenants in Occupancy

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Location and Method of Payment

Rent will be accepted in the main office from Monday to Friday during normal business hours.

Rent will be accepted by personal check, money order or bank check in person or by mail. and by direct payment, via ACH Debit.

Exception - those persons having agreements with the Authority will hand deliver, or cause to be delivered, the payments to the office on or before the agreed upon payment dates and in the amount (s) agreed to in the signed agreement.

MANCHESTER HOUSING AUTHORITY  
RENT COLLECTION ACCORDING TO 760CMR 6.04

760 CMR: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
6.04: continued

(2) Rent Payment.

(a) Tenant shall pay rent monthly in advance on or before the first day of each month. Rent for any fraction of a month of occupancy at the beginning or end of the term shall be charged on a *pro rata* basis. The monthly rent shall remain in effect until a new monthly rent shall have been re-determined by the LHA in accordance with 760 CMR 6.04(4) or (5).

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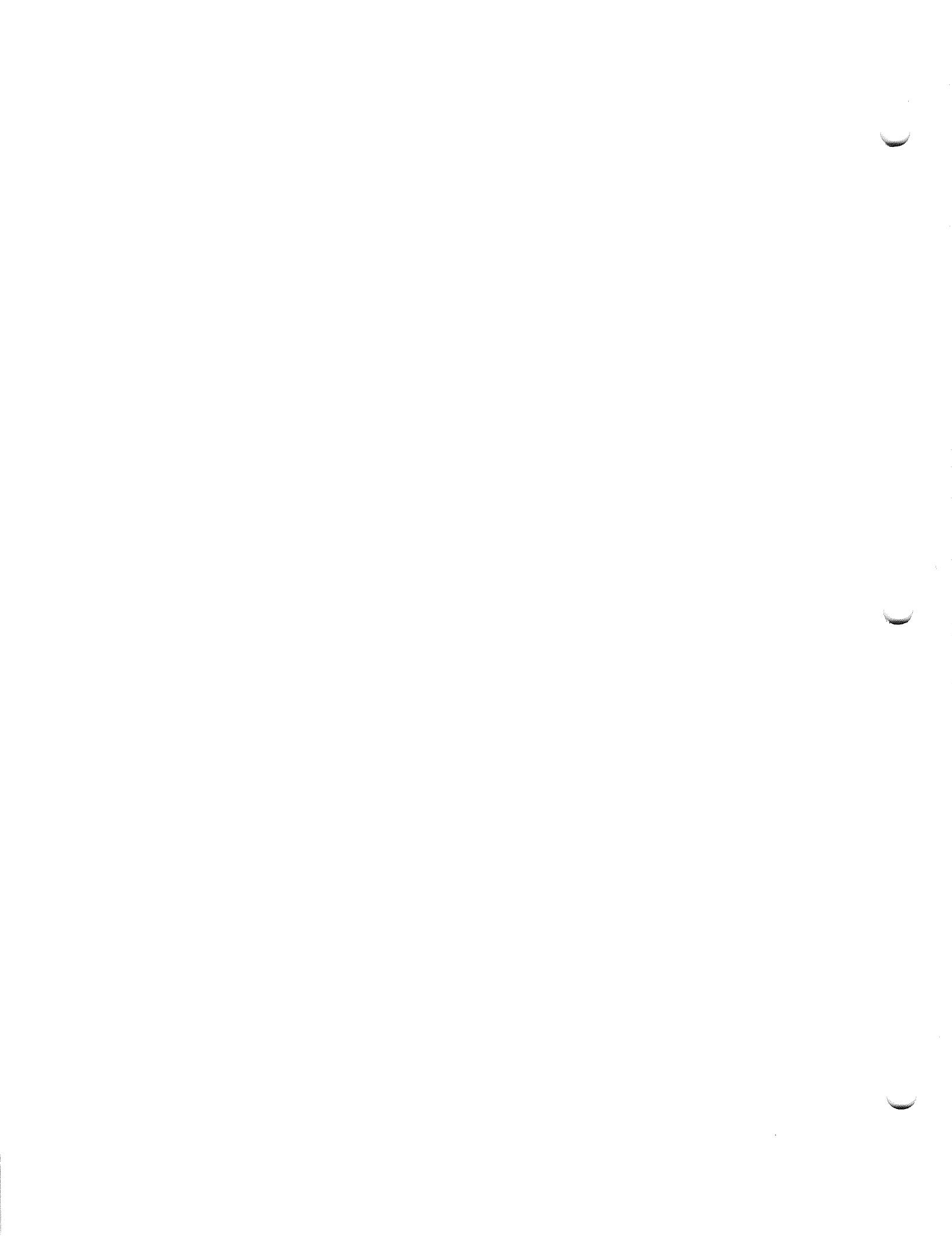
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Documentation by him/her of present housing, including present address, landlord's name, address and phone number. If a former tenant has lived at more than one address since their departure from the Authority, ALL information must be provided. Failure to do so will result in the applicant being denied housing, as is the case with all applicants. If a reasonable assumption can be made by management that the applicant will again be irresponsible in payment or rent, management can reject the applicant.

After receipt of all monies owed to the Authority by the applicant, the Authority will perform the same screening procedures as for all other applicants. If the applicant does not qualify for housing following the screening procedures, the applicant will be denied housing.

Policy Adopted on April, 21, 2021



TAB  
14



## MANCHESTER HOUSING AUTHORITY

### PET POLICY FOR RESPONSIBLE COMPANION PET OWNERSHIP

#### ELDERLY/HANDICAPPED IN STATE-AIDED HOUSING

#### **POLICY**

1. Any resident who is interested in owning and/or maintaining a common household pet in his/her unit will inform Management, in writing, **prior** to housing a pet on the Authority's property. Management reserves the right to check references for previous pet ownership. If management feels a pet is inappropriate, management will inform resident. Permission for a specific pet will not be unreasonably withheld. To obtain approval, a resident must first submit an "Application for Pet Waiver" at the local management office, which will include among other things, information concerning the size and type of pet intended for ownership by the resident. The manager will provide the resident with a copy of the Authority's Pet Policy and will review all of the rules and regulations listed therein with the resident. Upon reviewing these requirements, the resident will be requested to sign the Pet Rider and agree to abide by all the rules listed in the Pet Policy and those city/town ordinances applicable to the ownership and care of a pet.
2. A companion animal will be defined as a common household pet such as a cat, bird, guinea pig, gerbil, hamster, rabbit, or fish. Exotic animals such as reptiles, (iguanas, snakes, etc) and birds of prey are not household pets. Pets, other than cats and shall have suitable housing, e.g. cages or aquariums.
3. There will be no more than one cat or caged mammal per apartment. A maximum of two birds may be permitted and in the case of fish, no more than one aquarium with a 20 gallon capacity shall be allowed.
4. Due to age and behavioral activities of and kittens, applications for ownership of such young animals shall be more closely reviewed prior to approval.
5. All female cats over the age of six months must be spayed. All male cats over the age of six months must be neutered. If health problems prevent such spaying or neutering, a veterinarian's certificate will be necessary to allow the pet to become a resident of the development and the exception will be at the Executive Director's discretion.
6. Management reserves the right to require owners to relocate to a comparable unit on the ground floor of their building based upon written complaints concerning: 1) the behavior of the in the elevator or hallways; or 2) the documented medical conditions of residents affected by the presence of the.
7. Residents are expressly prohibited from feeding or harboring stray animals. The feeding or harboring of a stray animal shall constitute having a pet without the approval of the Authority.
8. This policy shall not apply to tenants in residence prior to the approval of this policy.

## **RESIDENT OBLIGATIONS**

1. The pet owner will be responsible for proper pet care- good nutrition, grooming, exercise, flea control, routine veterinary care and yearly inoculations. Cats must wear identification tags and collar when outside unit.
2. The pet owner is responsible for cleaning up after pet inside the apartment and anywhere on development property. A "pooper scooper" and disposable plastic bags should be carried by owner. All wastes will be bagged and disposed of in a receptacle determined by management. Toilets are not designed to handle pet litter. Under no circumstances should any pet debris be deposited in a toilet as blockages will occur. Tenants will be responsible for the cost of repairs or replacements of any damaged toilets or pipes.
3. Pet blankets and bedding are not to be cleaned or washed in the laundry room for hygienic reasons.
4. The pet owner will keep the unit and its patio, if any, clean and free of pet odors, insect infestation, waste and litter and maintain the unit in a sanitary condition at all times.
5. The pet owner will restrain and prevent pet from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor coverings of the unit, other units and common areas, as well as shrubs and landscaping of the facility.
6. Pets are not to be tied outside or left unattended in any on a patio or porch.
7. Residents will not alter their unit, patio, or other outside area to create an enclosure for an animal.
8. Pets will be restrained at all times, when outside apartment on development property. No pet shall be loose in hallways, elevators, community rooms, dining rooms or other common areas. All pet owners must be able to control their pets via leash, pet carrier or cage.
9. Visitors with pets will be allowed as long as they notify management and generally conform to the policy's guidelines.
10. Pets will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other residents. A pet will not create a nuisance to neighbors with excessive barking, whining, chirping, or other unruly behavior.
11. Resident pet owners must provide litter boxes for cat waste which must be kept in the owner's unit. Litter boxes shall be kept clean and odor free.
12. Pet owners will agree to quarterly apartment inspections to be sure pets and units are being cared for properly. These inspections may be reduced or increased in time periods at the manager's discretion. Pet owners further agree to apartment inspections when, in the opinion of the Authority, there is a reasonable basis to believe that pets and/or units are not being cared for properly or that undue damage to the apartment has been done by a pet.
13. The resident is responsible for providing management with the following information and documents which are to be kept on file in the tenant's folder:
  - a) a color photo and identifying description of the pet;

- b) attending veterinarian's name, address and telephone number;
- c) veterinary certificates of spaying or neutering, rabies, distemper combination, parvovirus, feline VRC, feline leukemia testing and other inoculations, when applicable;
- d) licensing certificates in accordance with local and state law;
- e) two (2) alternate caretakers, their names, addresses and telephone numbers, who will assume immediate responsibility for the care of the pet should the owner become incapacitated; these caretakers must be verified in writing by signing the Lease Pet Rider, acknowledging their responsibilities as specified;
- f) emergency boarding accommodations;

g) For overnight or short term pet care (visiting), pets shall be registered with management and follow the pet rules and regulations;

Each pet owner resident is responsible for notifying the Authority, in writing, of any change in the information initially provided in the "Application for Pet Waiver" and the verifying documentation submitted to the Authority as a condition of its approval. In particular, resident must submit to the Authority on an annual basis written verification of compliance with all applicable spaying, neutering, inoculation and registration requirements.

## **MANAGEMENT RESPONSIBILITIES**

1. Specific instructions for disposal of pet waste and kitty litter must be posted in each building.
2. The Authority shall post the rules and regulations of pet ownership, maintenance and enforcement, in a fair and just manner. The management office of each housing development shall inform all registered pet owners of any changes in such rules and regulations as approved by DHCD.
3. Proper record keeping of: owner's and pets' pertinent information, pet participation fee, deposits, apartment inspections, investigation of complaints, and issuing of warnings, billing for damages, scheduling for repairs, etc.
4. Declawing of cats can not be required by management. As the pet owner is fully liable for all destruction to property, management should not anticipate the possibility of damage and request this very painful procedure.
5. All written complaints shall be referred to the Authority for resolution. These complaints will be in writing and left by the complainant in an area designated by the MHA and Authority. Management will also inform the resident of any other rule infractions and will duly notify the Authority for attempted resolution.
6. Upon second notice of a written legitimate complaint from the Authority to the resident, the resident shall be advised that a further notice shall be cause for termination of the pet rider provisions; except that in the case of a serious problem, e.g. a vicious, this procedure may be shortened in the interest of public safety.

## **PET PARTICIPATION FEE**

1. A pet deposit of \$160.00 or one month's rent, whichever is less, is required of each pet owner. This amount may be payable over a reasonable time period determined by the Executive Director. The Authority cannot require a tenant to pay all of the deposit before bringing in a pet. This payment will be implemented as a security deposit.
2. The deposit will be refunded at the time the resident vacates or no longer has ownership of the pet, provided that no pet-related damage has been done to the property. Sums necessary to repair such damage will be deducted from the deposit.
3. A fee, in graduating amounts, not to exceed \$10.00, shall be collected from pet owners failing to clean up after their animals.

## **LIABILITY OF PET OWNER FOR DAMAGE OR INJURY**

1. Repairing or replacing damaged areas of the exterior, interior, doors, walls, floor coverings and fixtures in the unit, common areas or other areas damaged by tenant's pet.
2. Cleaning, deodorizing and sanitizing carpeting and other floor coverings in the unit as necessitated by presence of pet.
3. Charges for damage will include materials and labor. Payment plans will be negotiated between management and the pet owner. Disputes concerning amount of damages are subject to the grievance procedures provided for in DHCD regulations.
4. MHAs may require pet owners to secure renters insurance which includes personal liability and indemnify the HHA against pet-related litigation or attorneys' fees as a condition of pet ownership.

## **GRIEVANCE PANEL**

Should the Authority be unable to resolve a complaint, the complainant will request a hearing within 10 days of the Grievance Panel.

1. The DHCD Pet Ombudsman will arrange meetings of the Grievance Panel for hearings to appeal the decision of the Authority. The Grievance Panel will hear appeals of decisions regarding pets only if the person requesting the hearing agrees to the following conditions:

- The jurisdiction of the Grievance Panel as stated in lease rider.
- The Grievance Panel can require permanent removal of a pet, after notice and hearing, and can further determine if the resident may replace the pet with another pet...
- Non-compliance with the decision of the Grievance Panel is sufficient cause for termination of the resident's dwelling lease with the housing authority.

## **PROTECTION OF PET**

## **PROTECTION OF PET**

1. Identification cards, carried in purse or wallet, naming veterinarian and caretaker should be with the pet owner at all times. In the event of a sudden illness or accident, attending authorities would notify management to assist the pet and avoid a delay in proper care of the animal.
2. No pet is to remain unattended, without proper care, for more than 24 hours.
3. If the health or safety of a companion animal is threatened by incapacity or death of the owner, the Authority and/or management will contact the caretakers designated by resident.

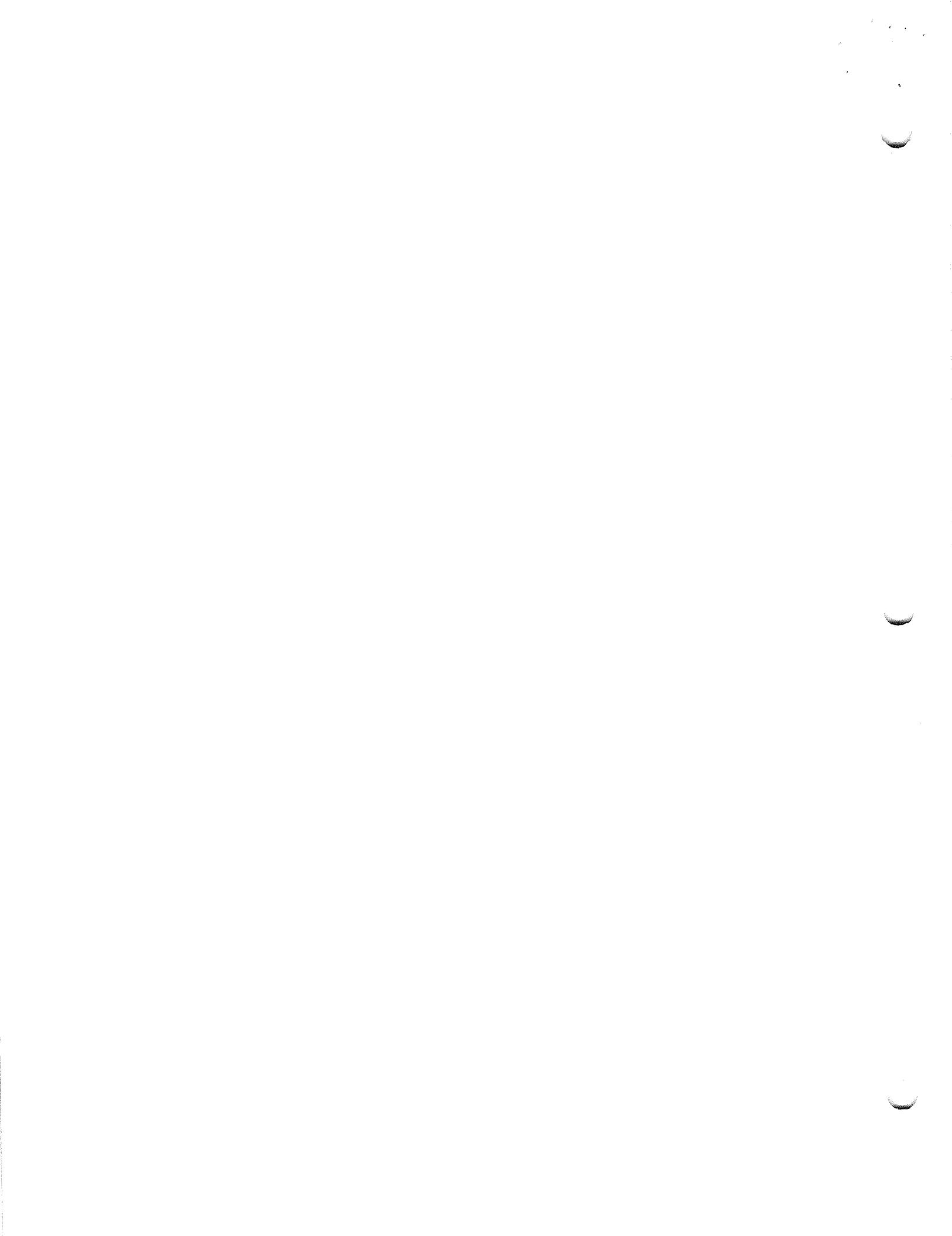
## **REMOVAL OF PET**

1. If caretakers are unable or unwilling to assume responsibility for the pet and resident is unable to locate alternate, management may enter the premises, remove the pet, and arrange for pet care for no less than ten days to protect the pet. Funds for such care will come from the resident's pet deposit. The management may contact the Massachusetts Society for the Prevention of Cruelty to Animals or other suitable humane society for assistance in providing alternate arrangements for the care of the pet if the caretaker can not be located.
2. Termination of Lease proceedings may be instituted if the pet owner is in violation of these guidelines which the pet owner has agreed to abide by in signing the pet rider attached to the lease. Termination of Lease proceedings may also be instituted if the pet owner has been warned three times by the Authority.

## **AMENDMENTS TO GUIDELINES**

These Guidelines may be amended from time to time with the agreement of DHCD, MSPCA and NAHRO.

Policy Adopted on : 2008



# Pet Rider to Lease

## PET RIDER

Name of Pet (if any) \_\_\_\_\_

Type of Pet \_\_\_\_\_

This pet rider to the lease between \_\_\_\_\_ and \_\_\_\_\_

is made a part of the lease entered between parties on \_\_\_\_\_

(Date)

(LHA)

Tenant has read and agrees to the Guidelines for Responsible Pet Ownership in Elderly/Handicapped State-Aided Public Housing and agrees to comply with said guidelines.

Tenant will keep his/her pet in a responsible manner and provide proper care.

In the space provided below are the names, addresses and telephone numbers of two pet caretakers who by signing this form agree to assume responsibility for the care of Tenant's pet in the event Tenant becomes unable to care for the pet.

### PET CARETAKER #1

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

(Tenant)

(LHA)

**PET CARETAKER #2**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

The following is the name, address and telephone number of the pet's veterinarian:

**VETERINARIAN**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

4. If Tenant is unable to secure the signatures of two pet caretakers ready, willing and able to care for the pet, if necessary, Tenant will provide documentation of other arrangements which ensure proper care of the pet.

5. The Tenant agrees to abide by any decision of the Pet Committee regarding a complaint about Tenant's pet.

6. Material non-compliance with a decision of the Pet Committee shall be sufficient cause for termination of the lease of which this Pet Rider forms part. A hearing and decision by the Pet Grievance Panel or through the LHA Grievance Procedure (see 760 CMR 6.08) shall satisfy the hearing requirement in the event that lease termination and eviction are pursued as a consequence of tenant's non-compliance with such decision.

7. Tenant agrees to update the names of any caretaker or veterinarian in the event a named caretaker or veterinarian is no longer ready, willing and able to care for or treat the pet.

Signature of Tenant

Date

Signature of LHA

Date

PET GUIDELINES FOR RESPONSIBLE COMPANION PET OWNERSHIP  
FOR CH. 667 ELDERLY/HANDICAPPED IN STATE-AIDED HOUSING

These are policy guidelines for housing managers to assist them in meeting the needs of pets, pet owning tenants, non-pet owning tenants, and management responsibilities in the pursuit of health, happiness and peaceful co-existence in a community atmosphere.

These pet guidelines should be used, not abused, by all of the participants in each facility. Changes and exceptions may be made by individual managers with EOCD approval. Hopefully, these exceptions will be to the benefit of all concerned. A clear understanding of the expectations and responsibilities of pet owners and management will ensure the successful introduction of companion animals into elderly public housing.

APPEAL PROCESS FOR DENIAL OF WAIVER

Any denial of waiver shall be given in writing to the tenant/applicant who requested such waiver.

Any tenant/applicant who has been denied a waiver of the lease agreement by the LHA or LTO may appeal that decision by submitting in writing a request for review of the waiver within 14 days of the denial to the Chief Counsel of the Office of Legal Services within EOCD. Written appeal should contain all pertinent information and specific reasons as to why the request for waiver was denied, including the written letter of denial from the LHA or LTO.

The department has established a procedure whereby the Chief Counsel will review the request and render a decision within 21 working days to uphold or overturn the denial of waiver. Tenant/applicant and the LHA or LTO will be notified immediately of the decision of the Chief Counsel.

GUIDELINES

1. Any tenant who wishes to keep a companion animal will inform management in writing. Management reserves the right to check references for previous pet ownership. If management feels a pet is inappropriate, management will inform tenant. Permission for a specific pet will not be unreasonably withheld. A Lease Pet Rider must be signed

immediately by the tenant. All pet owners must be able to control their pets via leash, pet carrier or cage.

2. A companion animal will be defined as a common household pet such as a dog, cat, bird, guinea pig, gerbil, hamster, rabbit, fish or turtle. Reptiles, other than turtles, and birds of prey are not household pets. Pets, other than cats and dogs, shall have suitable housing, e.g. cages or aquariums.
3. No resident shall have more than one pet. A maximum of two birds may be permitted and in the case of fish, no more than one aquarium with a 20 gallon capacity shall be allowed.
4. The mature size of newly acquired dogs is limited to a weight not to exceed 40 pounds. The size of a dog is not directly related to its desirability as a resident. Each animal shall be taken into consideration for its individual merit, based upon the facilities available.
5. Dogs of vicious or aggressive disposition will not be permitted. Due to age and behavioral activities of puppies and kittens, applications for ownership of such young animals shall be more closely reviewed prior to approval.
6. All female dogs over the age of six months and all female cats over the age of five months must be spayed. All male dogs over the age of eight months and all male cats over the age of ten months must be neutered. If health problems prevent such spaying or neutering, a veterinarian's certificate will be necessary to allow the pet to become a resident of the development and the exception will be at the Executive Director's discretion.
7. Management reserves the right to require dog owners to substitute their apartment for a comparable unit on a lower floor.

#### TENANT OBLIGATIONS

1. The pet owner will be responsible for proper pet care -- good nutrition, grooming, exercise, flea control, routine veterinary care and yearly inoculations. Dogs and cats must wear identification tags and collar when outside unit.
2. The pet owner is responsible for cleaning up after pet inside the apartment and anywhere on development property.

A "pooper scooper" and disposable plastic bag should be carried by owner. All wastes will be bagged and disposed of in a receptacle determined by management. Toilets are not designed to handle pet litter. Under no circumstances should any pet debris be deposited in a toilet as blockages will occur.

3. Pet blankets and bedding are not to be cleaned or washed in the laundry room for hygienic reasons.
4. The pet owner will keep the unit and its patio, if any, clean and free of pet odors, insect infestation, waste and litter and maintain the unit in a sanitary condition at all times.
5. The pet owner will restrain and prevent pet from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor coverings of the unit, other units and common areas, as well as shrubs and landscaping of the facility.
6. Pets are not to be tied outside or on patio.
7. Tenants will not alter their unit, patio, or other outside area to create an enclosure for an animal.
8. Pets will be restrained at all times, when outside apartment or development property. No pet shall be loose in hallways, elevators, community rooms, dining rooms or other common areas.
9. Visitors with pets will be allowed as long as they notify management and generally conform to the policy's guidelines.
10. Pets will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other tenants. A pet should not create a nuisance to neighbors with excessive barking, whining, chirping, or other unruly behavior.
11. Pet owners will agree to quarterly apartment inspections to be sure pets and units are being cared for properly. These inspections may be reduced or increased in time periods at the manager's discretion.
12. The tenant is responsible for providing management with the following information and documents which are to be kept on file in the tenant's folder:
  - a) a color photo and identifying description of the pet
  - b) attending veterinarian's name, address and telephone number

- c) veterinary certificates of spaying or neutering, rabies, distemper, parvovirus, feline leukemia and other inoculations when applicable
- d) dog licensing certificates in accordance with local and state laws
- e) two (2) alternate caretakers, their names, addresses and telephone numbers, who will assume immediate responsibility for the care of the pet should the owner become incapacitated; these caretakers must be verified in writing by signing the Lease Pet Rider, acknowledging their responsibilities as specified
- f) emergency boarding accommodations
- g) temporary ownership (overnight or short term) shall be registered with management under the pet rules and regulations

The tenant is responsible for keeping management informed of any change of information.

#### MANAGEMENT RESPONSIBILITIES

1. Establishment of a Pet Committee consisting of animal owners, non-animal owners, local interested humane groups and veterinarians, etc. for in-house pet ownership management
2. Posting of specific instructions for disposal of pet waste and kitty litter in each building.
3. Posting of facility's rules and regulations of companion animal ownership and enforcement in a fair and just manner.
4. Proper record keeping of: owner's and pets' pertinent information, pet participation fee, deposits, apartment inspections, investigation of complaints, and issuing of warnings, billing for damages, scheduling for repairs, etc.
5. Declawing of cats can not be required by management. As the pet owner is fully liable for all destruction to property, management should not anticipate the possibility of damage and request this very painful procedure.
6. All written complaints shall be referred to the Pet Committee for resolution. No credence shall be given by the Pet Committee to verbal or unsigned complaints. Management will also inform the resident of any other rule infractions and will duly notify the Pet Committee for attempted resolution.
7. Upon second notice of a written legitimate complaint from

the Pet Committee to the tenant, the resident shall be advised that a further notice shall be cause for termination of the pet rider provisions; except that in the case of a serious problem, e.g. a vicious dog, this procedure may be shortened in the interest of public safety.

#### PET PARTICIPATION FEE

1. A pet deposit of \$160.00 or one month's rent, whichever is less, is required of each pet owner. This amount may be payable over a time period determined by the Executive Director. The tenant is not required to pay all of the deposit before bringing in a pet. This payment will be implemented as a security deposit.
2. The deposit will be refunded at the time the tenant vacates or no longer has ownership of the pet, provided that no pet-related damage has been done to the property. Sums necessary to repair such damage will be deducted from the deposit.
3. A fee, in graduating amounts, not to exceed \$10.00, shall be collected from pet owners failing to clean up after their animals.

#### LIABILITY OF PET OWNER FOR DAMAGE OR INJURY

1. Repairing or replacing damaged areas of the exterior, interior, doors, walls, floor coverings and fixtures in the unit, common areas or other areas damaged by tenant's pet.
2. Cleaning, deodorizing and sanitizing carpeting and other floor coverings in the unit as necessitated by presence of pet.
3. Charges for damage will include materials and labor. Payment plans will be negotiated between management and the pet owner. Disputes concerning amount of damages are subject to the grievance procedures provided for in EOCD regulations.
4. It is strongly recommended that the pet owner secure personal liability or other insurance and indemnify the LHA against pet-related litigation or attorneys' fees. LHAs may require pet owners to secure liability insurance, if the Authority so elects, as a condition of pet ownership.

### PET COMMITTEE

1. Each housing facility shall establish a Pet Committee, consisting of pet owning tenants, non pet-owning tenants, local interested humane groups, veterinarians, and volunteers, responsible for resolving complaints which may arise at each development. The number of individuals should be uneven, three or five, to allow for a majority rule in the event of a vote decision.
2. The purpose of the committee is to alleviate the housing manager's involvement with tenants' questions and complaints concerning companion animals. The committee should also monitor how the ownership of pets affects the quality of life for both pet-owning tenants and non-pet owning tenants and report any recommendations to management.
3. The committee could assist tenants with the following:
  - veterinary care -- discounts for seniors and pets, low-cost spaying and neutering
  - pet behavior consultants for obedience problems
  - local humane societies that would assist with any problems arising in the facility
  - educational material on proper pet care and responsible pet ownership
  - will notify management of any unresolved complaints

### RESOLUTION OF COMPLAINTS

1. The Pet Committee will be responsible for resolving complaints which may arise at each development. The committee will be the first line of complaint receipt as well as complaint resolution. Written complaints be made to the pet committee which will approach the pet owner about such complaints and attempt to reach a resolution with the pet owner. The pet committee shall work in locating and using resources to help tenants and management in the solution of pet problems.

### PET GRIEVANCE PANEL

Should the Pet Committee be unable to resolve a complaint, the complainant will request a hearing within 10 days of the Pet Grievance Panel.

1. The Pet Grievance Panel, which will consist of a representative of management, a representative of the Pet Committee, drawn by lot, EOCD Pet Ombudsman, and a representative of the Massachusetts Society for the Prevention of Cruelty to Animals may require that a pet be permanently removed if the violation of the Pet Policy is a serious violation, one which causes harm to tenants, significant damage to property, or creates a health or safety hazard.
2. The EOCD Pet Ombudsman will arrange meetings of the Pet Grievance Panel for hearings to appeal the decision of the Pet Committee. The Pet Grievance Panel will hear appeals of decisions regarding pets only if the person requesting requesting the hearing agrees to the following conditions:
  - The jurisdiction of the Grievance Panel as stated in lease rider.
  - The Pet Grievance Panel can require permanent removal of a pet, after notice and hearing, and can further determine if the tenant may replace the pet with another.
  - Non-compliance with the decision of the Pet Grievance Panel is sufficient cause for termination of the tenant's dwelling lease with the housing authority.

#### PROTECTION OF PET

1. Identification cards, carried in purse or wallet, naming veterinarian and caretaker should be with the pet owner at all times. In the event of a sudden illness or accident, attending authorities would notify management to assist the pet and avoid a delay in proper care of the animal.
2. No pet is to remain unattended, without proper care, for more than 24 hours, except in the case of a dog which shall be no more than 12 hours.
3. If the health or safety of a companion animal is threatened by incapacity or death of the owner, the Pet Committee and/or management will contact the caretakers designated by tenant.

#### REMOVAL OF PET

1. If caretakers are unable or unwilling to assume responsibility for the pet and tenant is unable to locate alternate, management may enter the premises, remove the

pet, and arrange for pet care for no less than ten days to protect the pet. Funds for such care will come from the tenant's pet deposit. The management may contact the Massachusetts Society for the Prevention of Cruelty to Animals or other suitable humane society for assistance in providing alternate arrangements for the care of the pet if the caretaker can not be located.

2. Termination of Lease proceedings may be instituted if the pet owner is in violation of these guidelines which the pet owner has agreed to abide by in signing the pet rider attached to the lease. Termination of Lease proceedings may also be instituted if the pet owner has been warned three times by the Pet Committee.

AMENDMENTS TO GUIDELINES

These Guidelines may be amended from time to time with the agreement of EOCD, MSPCA and NAHRO.

TAB  
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## Manchester Housing Authority, Inc.

Post Office Box 608  
Manchester-by-the-Sea, Massachusetts 01944-0608  
Tel: (978) 526-1850 Fax: (978) 526-1604

January 25, 2018

### RE: NOTICE OF POLICY CHANGE

Dear Resident,

In order to provide a healthier environment for its residents, Manchester Housing Authority has revised their Non Smoking Policy at all State developments. This will include the following properties owned by the MHA: **The Plains, Newport Park and Loading Place Road.**

**This means that smoking is prohibited in and on all of the Manchester Housing Authority Properties, including all grounds and all apartment units;** in addition there will be no smoking on any of the Manchester Housing Authority common areas. (*Smoking means the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipes, other product containing any amount of tobacco, or other similar lighted product.*)

The harmful effects of secondhand smoke and the fire danger caused by indoor smoking are simply too great to ignore. This is an issue for all complexes because cigarette smoke travels from unit to unit. Secondhand smoke can seep through outlets in walls, and spread through air conditioning and heating systems. The only way to prevent smoke from seeping into common areas and other residents' apartments is to prohibit smoking entirely in and around the buildings. Please inform your guests that smoking is prohibited on MHA property. You will be held responsible if your guest violates the No Smoking Rule. A penalty for violation of a Non-smoking Agreement could result in eviction. Tenant acknowledges that there will be a penalty for smoking where prohibited.

**Effective March 1, 2018 Smoking will be prohibited throughout the Manchester Housing Authority Community.**

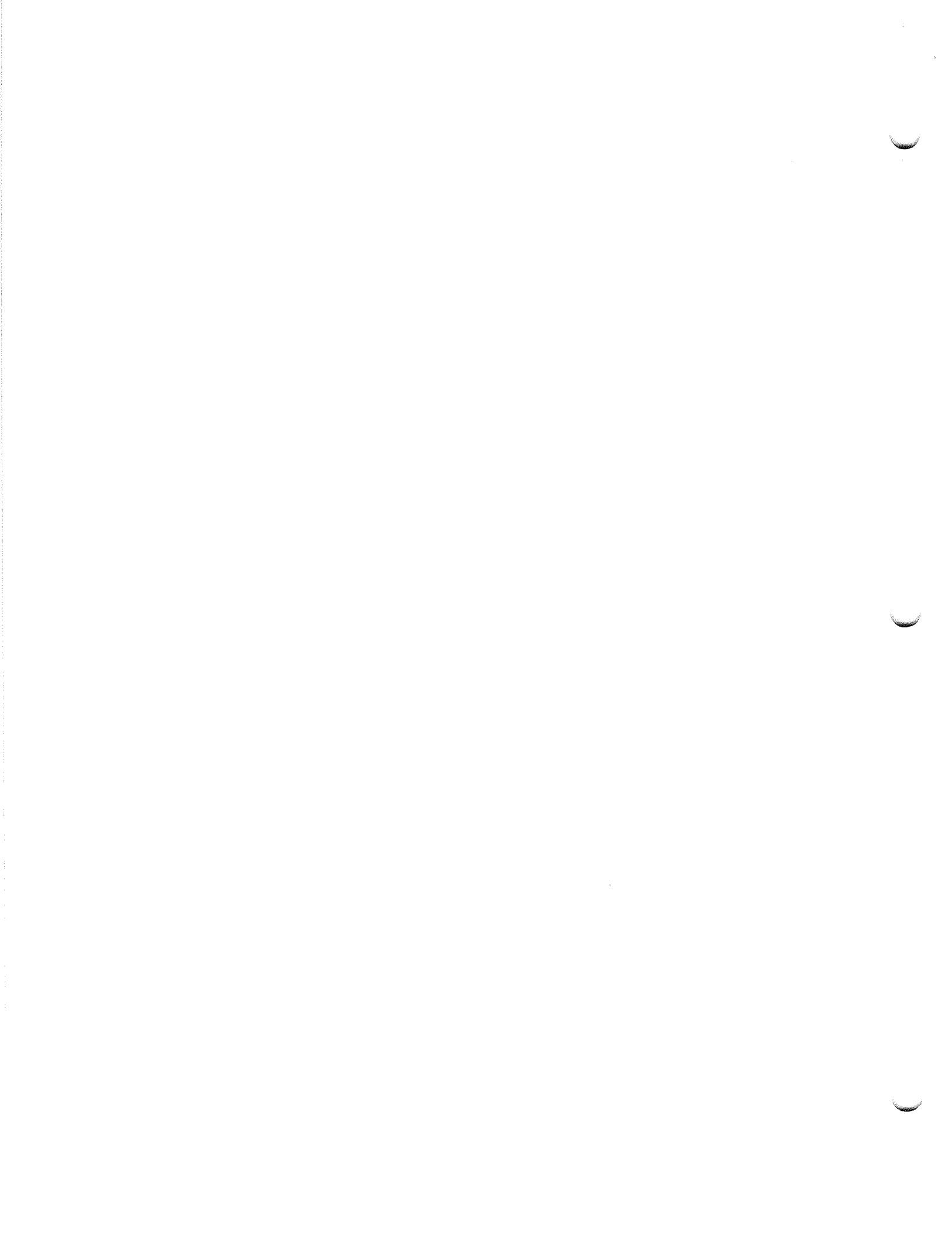
Please sign the Policy and Lease Addendum and return to the office at your earliest convenience.

If you are a current smoker, please make arrangements for free smoking cessation programs, tenants can call (1-800-QUIT NOW) 1-800-784-8669, for more information contact your local tobacco control program or visit ([www.makesmokinghistory.org/quitting.html](http://www.makesmokinghistory.org/quitting.html)). You can call the office for further information.

Tenants should speak with their own health care provider. Mass Health, Medicaid, Medicare, Health Insurance Plans, and certain other insurers all cover many highly effective cessation medications and counseling.

I sincerely hope that all residents, even those who smoke, will continue to enjoy living in the units and support this change as an opportunity to ensure that the buildings and the Manchester Housing Communities are a healthier and cleaner place for all residents and guests.

Yours truly,  
Irene Frontiero Executive Director  
and the MHA Board of Directors



# MANCHESTER HOUSING AUTHORITY

## NON-SMOKING POLICY

### PURPOSE OF NON-SMOKING POLICY:

- A. To Protect the Health of Residents from Secondhand Smoke: There is evidence that exposure to smoke, direct or secondhand, causes adverse health conditions including, but not limited to, respiratory illnesses, cardiovascular disease, like stroke and coronary heart disease, cancer, and asthma.
- B. To Prevent Fires and Fire-related Deaths from Smoking: Smoking is a primary cause of home fire deaths.
- C. To Reduce Unit Turnover Costs: When apartments are vacated by smokers, there are additional costs incurred for turnover due to stains, residues and odors caused by cigarettes. Work can include additional treatment of walls and ceilings to cover smoke stains, additional painting, replacing carpeting, flooring, blinds and cleaning of ducts and fans and appliances.
- D. To Protect Property from Damage: Protection of property from fires, odor or stain damage ensures the greatest availability of housing units.

1. **DEFINITION OF SMOKING:** The term “smoking” means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe or other tobacco product or other similarly lighted product (including marijuana) in any manner or in any form. Use of FDA-approved cessation products shall not be deemed smoking.
2. **NON-SMOKING AREA:** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household, and any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, reception areas, stairways, offices and elevator, and including entry ways, porches, balconies and patios have been designated as a Non-smoking living environment. Tenant and members of Tenant's household shall not smoke anywhere in said living environment, including in the unit rented by Tenant, the building where Tenant's dwelling is located, or in any of the common areas or adjoining grounds of such building including the steps, patios or yards, nor shall Tenant permit any guests or visitors under the control of Tenant to smoke in or on any of said Manchester Housing Authority property.
3. **SMOKING AREAS: There is no smoking permitted anywhere on the Manchester Housing Authority Property you must leave the grounds. Manchester Housing Authority is a Non Smoking Community.**

**RESIDENT TO PROMOTE NON-SMOKING POLICY AND TO ALERT LHA OF VIOLATIONS:** Resident shall inform Resident's guests of the non-smoking policy. Further, Resident shall promptly give the LHA a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's unit.

4. **LHA TO PROMOTE NON-SMOKING POLICY:** The LHA shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the non-smoking policy.
5. **LHA NOT A GUARANTOR OF SMOKE-FREE ENVIRONMENT:** Resident acknowledges that LHA's adoption of a non-smoking living environment does not make the LHA or any of its managing agents the guarantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas. However, LHA shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking Properties as

smoke-free as is reasonably possible. LHA is not required to take steps in response to smoking unless LHA knows of said smoking or has been given written notice of said smoking.

6. **EFFECT OF BREACH AND RIGHT TO TERMINATE LEASE:** A breach of this Policy shall give each party all the rights contained herein, as well as the rights contained in the Lease. A material or continuing breach of this Policy shall be a material breach of the Lease and grounds for termination of the Lease by the LHA in accordance with the procedure set out in the Lease.
7. **DISCLAIMER BY LHA:** Resident acknowledges that LHA's adoption of a non-smoking living environment does not in any way change the standard of care that the LHA or managing agent otherwise would have to a Resident household to render buildings and premises designated as non-smoking, any safer, more habitable, or improved in terms of air quality standards than any other rental premises. LHA specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. LHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that LHA's ability to police, monitor or enforce the agreements of this Policy is dependent in significant part on voluntary compliance by all Residents and their household members and guests. Residents who may have respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that LHA does not assume any higher duty of care to enforce this Policy than any other LHA obligation under the Lease.
8. **IMPLEMENTATION DATE: This Policy addendum shall be effective as of March 1, 2018.**
9. See a Copy of the No Smoking Lease Addendum attached hereto.
10. **CONSEQUENCES OF NON-COMPLIANCE:** The LHA shall give a Resident four opportunities to remedy non-compliance with this Policy. The following is an outline of the enforcement procedure, which is not meant to be exclusive description of enforcement steps and is subject to change in general or for specific cases:
  - A. The first infraction will result in a courtesy phone call will be made to remind the Resident of this Non-Smoking Policy for a first infraction.
  - B. A second infraction will result in a letter to the Resident along with a copy of this Policy.
  - C. A third infraction will result in a Private Conference with the Resident.
  - D. A fourth infraction will result in a second Private Conference with the Resident.
  - E. A fifth time a Resident is in non-compliance with this Policy, the matter will be referred to legal counsel for enforcement.

By my signature below, I hereby acknowledge receipt of and have read and acknowledge this Policy.  
Refusal to sign and return Policy and Lease Addendum does not relinquish you from the Consequences of non-Compliance.

December 27, 2017

Tenant Signature

Revised Board Approval Date

Unit Number \_\_\_\_\_

# MANCHESTER HOUSING AUTHORITY

## NON-SMOKING LEASE ADDENDUM

This Addendum is incorporated into the Lease between Manchester Housing Authority and Tenant of The Plains, Newport Park and Loading Place Road, Manchester, MA 01944

- 1. Purpose of Non-Smoking Policy.** The MHA desires to mitigate (i) the irritation and negative health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; and (iii) the increased risk of fire from smoking
- 2. Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe or other tobacco product or other lighted product in any manner or in any form.
- 3. Non-Smoking Area.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household, and any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, reception areas, stairways, offices and elevator, and including entry ways, porches, balconies and patios have been designated as a Non-smoking living environment. Tenant and members of Tenant's household shall not smoke anywhere in said Non-Smoking living environment, including in the unit rented by Tenant, the building where Tenant's dwelling is located, or in any of the common areas or adjoining grounds of such building including the steps, patios or yards, nor shall Tenant permit any guests or visitors under the control of Tenant to smoke in said Non-Smoking living environment of the Manchester Housing Authority.
- 4. Tenant to Promote Non-Smoking Policy and to Alert MHA of Violations.** Tenant shall inform Tenant's guests of the non-smoking policy. Further, Tenant shall promptly give the MHA a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's unit.
- 5. MHA to Promote Non-Smoking Policy.** The MHA shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the Non-Smoking Community of the Manchester Housing Authority.
- 6. MHA Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that MHA's adoption of a non-smoking living environment does not make the MHA or any of its managing agents the guarantor of Tenant's health or of the non-smoking condition of the Tenant's unit and the common areas. However, MHA shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking Area as smoke-free as is reasonably possible. MHA is not required to take steps in response to smoking unless MHA knows of said smoking or has been given written notice of said smoking.
- 7. Effect of Breach and Right To Terminate Lease.** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights contained in the Lease. A material or continuing breach of this Addendum shall be a material breach of the Lease and grounds for termination of the Lease by the MHA in accordance with the procedure set out in in the Lease.
- 8. Disclaimer by MHA.** Tenant acknowledges that MHA's adoption of a non-smoking living environment, does not in any way change the standard of care that the MHA or managing agent

## MANCHESTER HOUSING AUTHORITY

otherwise would have to a Tenant household to render buildings and premises designated as non-smoking, any safer, more habitable, or improved in terms of air quality standards than any other rental premises. MHA specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. MHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that MHA's ability to police, monitor, or enforce the agreements of Addendum is dependent in significant part on voluntary compliance by all Tenants and their household members and guests. Tenants who may have respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that MHA does not assume any higher duty of care to enforce this Addendum than any other MHA obligation under the Lease.

**This Lease Addendum shall go into effect on March 1, 2018**

Executed on this 1st day of March 2018

Irene Frontiero

MHA Signature  
Manchester Housing Authority

TENANT Signature/ Unit Number

TENANT Signature

# MANCHESTER HOUSING AUTHORITY

## NON-SMOKING LEASE ADDENDUM

This Addendum is incorporated into the Lease between Manchester Housing Authority and Tenant of The Plains, Newport Park and Loading Place Road, Manchester, MA 01944

- 1. Purpose of Non-Smoking Policy.** The MHA desires to mitigate (i) the irritation and negative health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; and (iii) the increased risk of fire from smoking
- 2. Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe or other tobacco product or other lighted product in any manner or in any form.
- 3. Non-Smoking Area.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household, and any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, reception areas, stairways, offices and elevator, and including entry ways, porches, balconies and patios have been designated as a Non-smoking living environment. Tenant and members of Tenant's household shall not smoke anywhere in said Non-Smoking living environment, including in the unit rented by Tenant, the building where Tenant's dwelling is located, or in any of the common areas or adjoining grounds of such building including the steps, patios or yards, nor shall Tenant permit any guests or visitors under the control of Tenant to smoke in said Non-Smoking living environment of the Manchester Housing Authority.
- 4. Tenant to Promote Non-Smoking Policy and to Alert MHA of Violations.** Tenant shall inform Tenant's guests of the non-smoking policy. Further, Tenant shall promptly give the MHA a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's unit.
- 5. MHA to Promote Non-Smoking Policy.** The MHA shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the Non-Smoking Community of the Manchester Housing Authority.
- 6. MHA Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that MHA's adoption of a non-smoking living environment does not make the MHA or any of its managing agents the guarantor of Tenant's health or of the non-smoking condition of the Tenant's unit and the common areas. However, MHA shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking Area as smoke-free as is reasonably possible. MHA is not required to take steps in response to smoking unless MHA knows of said smoking or has been given written notice of said smoking.
- 7. Effect of Breach and Right To Terminate Lease.** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights contained in the Lease. A material or continuing breach of this Addendum shall be a material breach of the Lease and grounds for termination of the Lease by the MHA in accordance with the procedure set out in the Lease.
- 8. Disclaimer by MHA.** Tenant acknowledges that MHA's adoption of a non-smoking living environment, does not in any way change the standard of care that the MHA or managing agent

## MANCHESTER HOUSING AUTHORITY

otherwise would have to a Tenant household to render buildings and premises designated as non-smoking, any safer, more habitable, or improved in terms of air quality standards than any other rental premises. MHA specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. MHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that MHA's ability to police, monitor, or enforce the agreements of Addendum is dependent in significant part on voluntary compliance by all Tenants and their household members and guests. Tenants who may have respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that MHA does not assume any higher duty of care to enforce this Addendum than any other MHA obligation under the Lease.

**This Lease Addendum shall go into effect on March 1, 2018**

Executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2018

Irene Frontiero

MHA Signature  
Manchester Housing Authority

TENANT Signature/ Unit Number

TENANT Signature

# MANCHESTER HOUSING AUTHORITY

## NON-SMOKING POLICY

### PURPOSE OF NON-SMOKING POLICY:

- A. To Protect the Health of Residents from Secondhand Smoke: There is evidence that exposure to smoke, direct or secondhand, causes adverse health conditions including, but not limited to, respiratory illnesses, cardiovascular disease, like stroke and coronary heart disease, cancer, and asthma.
- B. To Prevent Fires and Fire-related Deaths from Smoking: Smoking is a primary cause of home fire deaths.
- C. To Reduce Unit Turnover Costs: When apartments are vacated by smokers, there are additional costs incurred for turnover due to stains, residues and odors caused by cigarettes. Work can include additional treatment of walls and ceilings to cover smoke stains, additional painting, replacing carpeting, flooring, blinds and cleaning of ducts and fans and appliances.
- D. To Protect Property from Damage: Protection of property from fires, odor or stain damage ensures the greatest availability of housing units.

1. **DEFINITION OF SMOKING:** The term “smoking” means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe or other tobacco product or other similarly lighted product (including marijuana) in any manner or in any form. Use of FDA-approved cessation products shall not be deemed smoking.
2. **NON-SMOKING AREA:** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household, and any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, reception areas, stairways, offices and elevator, and including entry ways, porches, balconies and patios have been designated as a Non-smoking living environment. Tenant and members of Tenant's household shall not smoke anywhere in said living environment, including in the unit rented by Tenant, the building where Tenant's dwelling is located, or in any of the common areas or adjoining grounds of such building including the steps, patios or yards, nor shall Tenant permit any guests or visitors under the control of Tenant to smoke in or on any of said Manchester Housing Authority property.
3. **SMOKING AREAS: There is no smoking permitted anywhere on the Manchester Housing Authority Property you must leave the grounds. Manchester Housing Authority is a Non Smoking Community.**

**RESIDENT TO PROMOTE NON-SMOKING POLICY AND TO ALERT LHA OF VIOLATIONS:** Resident shall inform Resident's guests of the non-smoking policy. Further, Resident shall promptly give the LHA a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's unit.

4. **LHA TO PROMOTE NON-SMOKING POLICY:** The LHA shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the non-smoking policy.
5. **LHA NOT A GUARANTOR OF SMOKE-FREE ENVIRONMENT:** Resident acknowledges that LHA's adoption of a non-smoking living environment does not make the LHA or any of its managing agents the guarantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas. However, LHA shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking Properties as

smoke-free as is reasonably possible. LHA is not required to take steps in response to smoking unless LHA knows of said smoking or has been given written notice of said smoking.

6. **EFFECT OF BREACH AND RIGHT TO TERMINATE LEASE:** A breach of this Policy shall give each party all the rights contained herein, as well as the rights contained in the Lease. A material or continuing breach of this Policy shall be a material breach of the Lease and grounds for termination of the Lease by the LHA in accordance with the procedure set out in the Lease.
7. **DISCLAIMER BY LHA:** Resident acknowledges that LHA's adoption of a non-smoking living environment does not in any way change the standard of care that the LHA or managing agent otherwise would have to a Resident household to render buildings and premises designated as non-smoking, any safer, more habitable, or improved in terms of air quality standards than any other rental premises. LHA specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. LHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that LHA's ability to police, monitor or enforce the agreements of this Policy is dependent in significant part on voluntary compliance by all Residents and their household members and guests. Residents who may have respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that LHA does not assume any higher duty of care to enforce this Policy than any other LHA obligation under the Lease.

8. **IMPLEMENTATION DATE: This Policy addendum shall be effective as of March 1, 2018.**

9. See a Copy of the No Smoking Lease Addendum attached hereto.

10. **CONSEQUENCES OF NON-COMPLIANCE:** The LHA shall give a Resident four opportunities to remedy non-compliance with this Policy. The following is an outlined of the enforcement procedure, which is not meant to be exclusive description of enforcement steps and is subject to change in general or for specific cases:

- A. The first infraction will result in a courtesy phone call will be made to remind the Resident of this Non-Smoking Policy for a first infraction.
- B. A second infraction will result in a letter to the Resident along with a copy of this Policy.
- C. A third infraction will result in a Private Conference with the Resident.
- D. A fourth infraction will result in a second Private Conference with the Resident.
- E. A fifth time a Resident is in non-compliance with this Policy, the matter will be referred to legal counsel for enforcement.

By my signature below, I hereby acknowledge receipt of and have read and acknowledge this Policy.

Refusal to sign and return Policy and Lease Addendum does not relinquish you from the Consequences of non-Compliance.

December 27, 2017

Tenant Signature

Revised Board Approval Date

Unit Number \_\_\_\_\_

# ESSEX HOUSING AUTHORITY

## NON-SMOKING POLICY

### PURPOSE OF NON-SMOKING POLICY:

- A. To Protect the Health of Residents from Secondhand Smoke: There is evidence that exposure to smoke, direct or secondhand, causes adverse health conditions including, but not limited to, respiratory illnesses, cardiovascular disease, like stroke and coronary heart disease, cancer, and asthma.
- B. To Prevent Fires and Fire-related Deaths from Smoking: Smoking is a primary cause of home fire deaths.
- C. To Reduce Unit Turnover Costs: When apartments are vacated by smokers, there are additional costs incurred for turnover due to stains, residues and odors caused by cigarettes. Work can include additional treatment of walls and ceilings to cover smoke stains, additional painting, replacing carpeting, flooring, blinds and cleaning of ducts and fans and appliances.
- D. To Protect Property from Damage: Protection of property from fires, odor or stain damage ensures the greatest availability of housing units.

1. **DEFINITION OF SMOKING:** The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe or other tobacco product or other similarly lighted product (including marijuana) in any manner or in any form. Use of FDA-approved cessation products shall not be deemed smoking.

**NON-SMOKING AREA:** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household, and any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, reception areas, stairways, offices and elevator, and including entry ways, porches, balconies and patios have been designated as a Non-smoking living environment. Tenant and members of Tenant's household shall not smoke anywhere in said Non-Smoking living environment, including in the unit rented by Tenant, the building where Tenant's dwelling is located, or in any of the common areas or adjoining grounds of such building including the steps, patios or yards, nor shall Tenant permit any guests or visitors under the control of Tenant to smoke in said Non-Smoking living environment.

3. **SMOKING AREAS:** Notwithstanding the rule prohibiting smoking, Tenant or Tenant's guests may smoke outside but not within 25 feet of any building.

**RESIDENT TO PROMOTE NON-SMOKING POLICY AND TO ALERT LHA OF VIOLATIONS:** Resident shall inform Resident's guests of the non-smoking policy. Further, Resident shall promptly give the LHA a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's unit.

4. **LHA TO PROMOTE NON-SMOKING POLICY:** The LHA shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous places adjoining the grounds of the non-smoking area.
5. **LHA NOT A GUARANTOR OF SMOKE-FREE ENVIRONMENT:** Resident acknowledges that LHA's adoption of a non-smoking living environment does not make the LHA or any of its managing agents the guarantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas. However, LHA shall take reasonable steps to enforce the non-smoking terms of its leases and to make the Non-Smoking Area as smoke-free

as is reasonably possible. LHA is not required to take steps in response to smoking unless LHA knows of said smoking or has been given written notice of said smoking.

6. **EFFECT OF BREACH AND RIGHT TO TERMINATE LEASE:** A breach of this Policy shall give each party all the rights contained herein, as well as the rights contained in the Lease. A material or continuing breach of this Policy shall be a material breach of the Lease and grounds for termination of the Lease by the LHA in accordance with the procedure set out in the Lease.
7. **DISCLAIMER BY LHA:** Resident acknowledges that LHA's adoption of a non-smoking living environment does not in any way change the standard of care that the LHA or managing agent otherwise would have to a Resident household to render buildings and premises designated as non-smoking, any safer, more habitable, or improved in terms of air quality standards than any other rental premises. LHA specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. LHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that LHA's ability to police, monitor or enforce the agreements of this Policy is dependent in significant part on voluntary compliance by all Residents and their household members and guests. Residents who may have respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that LHA does not assume any higher duty of care to enforce this Policy than any other LHA obligation under the Lease.
8. **IMPLEMENTATION DATE:** This Policy shall be effective as of July 1, 2016.
9. See a Copy of the No Smoking Lease Addendum attached hereto.
10. **CONSEQUENCES OF NON-COMPLIANCE:** The LHA shall give a Resident four opportunities to remedy non-compliance with this Policy. The following is an outlined of the enforcement procedure, which is not meant to be exclusive description of enforcement steps and is subject to change in general or for specific cases:
  - A. The first infraction will result in a courtesy phone call will be made to remind the Resident of this Non-Smoking Policy for a first infraction.
  - B. A second infraction will result in a letter to the Resident along with a copy of this Policy.
  - C. A third infraction will result in a Private Conference with the Resident.
  - D. A fourth infraction will result in a second Private Conference with the Resident.
  - E. A fifth time a Resident is in non-compliance with this Policy, the matter will be referred to legal counsel for enforcement.

By my signature below, I hereby acknowledge receipt hereof and have read and acknowledge this Policy.

---

Signature

12/16/2015

Board Approval Date



## Manchester Housing Authority, Inc.

Post Office Box 608

Manchester-by-the-Sea, Massachusetts 01944-0608  
Tel: (978) 526-1850 Fax: (978) 526-1604

### SMOKE-FREE POLICY

**POLICY:** It is the policy of the Manchester Housing Authority to promote and enforce a smoke-free living environment. To that end, the Manchester Housing Authority will institute and enforce a non-smoking Lease Addendum for the protection of all residents of the Manchester Housing Authority. It is understood and acknowledged by the parties that this smoking policy shall not be used to disqualify any applicant to the Manchester Housing Authority.

**Applicability:** This policy shall apply to all Tenants, members of Tenant's family or household; to all guests of Tenant and to any parties having business on the premises.

Adopted By Board Vote on this 16<sup>th</sup> day of December, 2015

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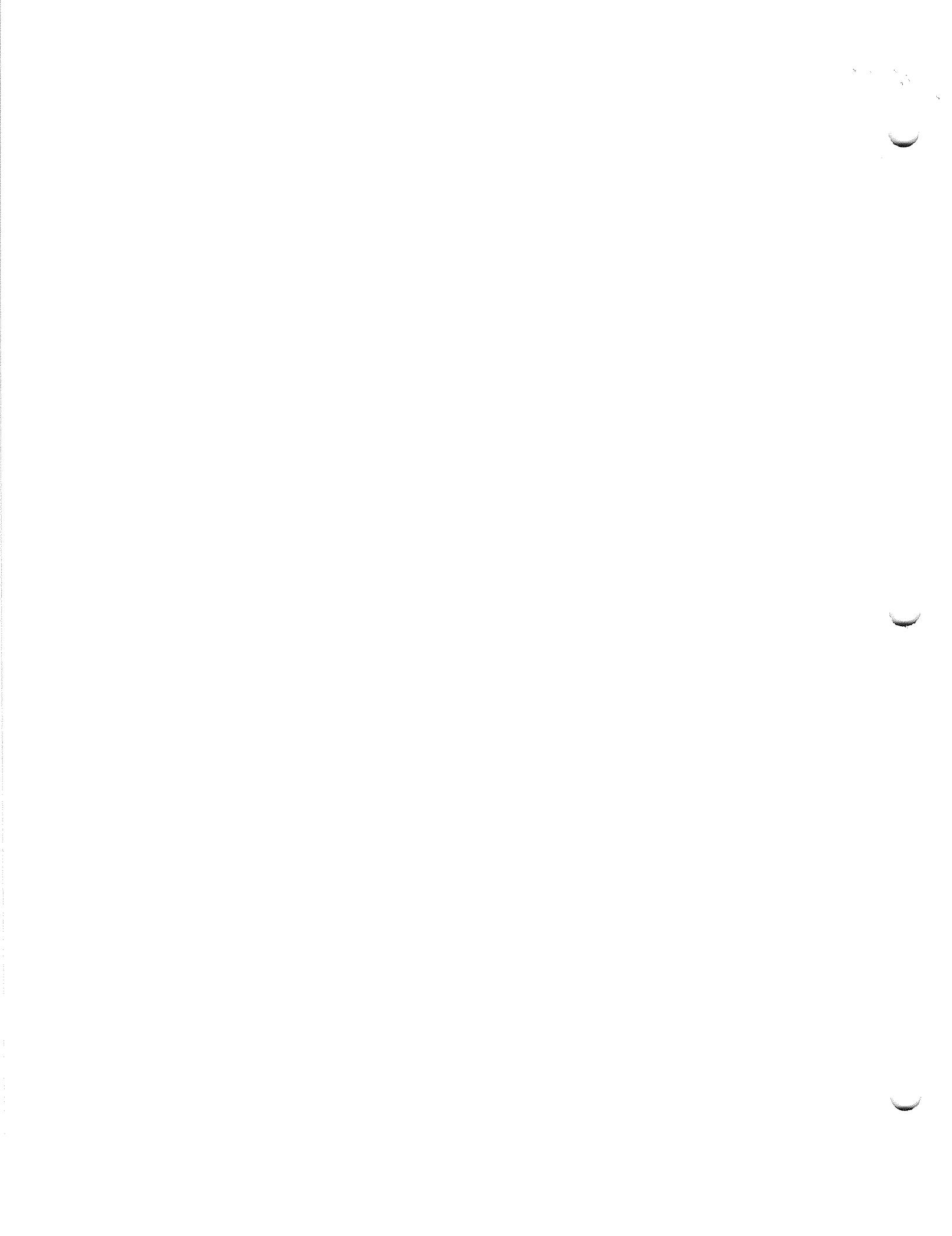
Mark S

Susan W Horne

Henry Hanrahan

John Kenny

Gretchen O'Flood



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# **MANCHESER HOUSING AUTORITY**

## **PROCUREMENT POLICY**

The Manchester Housing Authority will perform procurements under the limits of M.G.L. Chapter 30B Section 4.

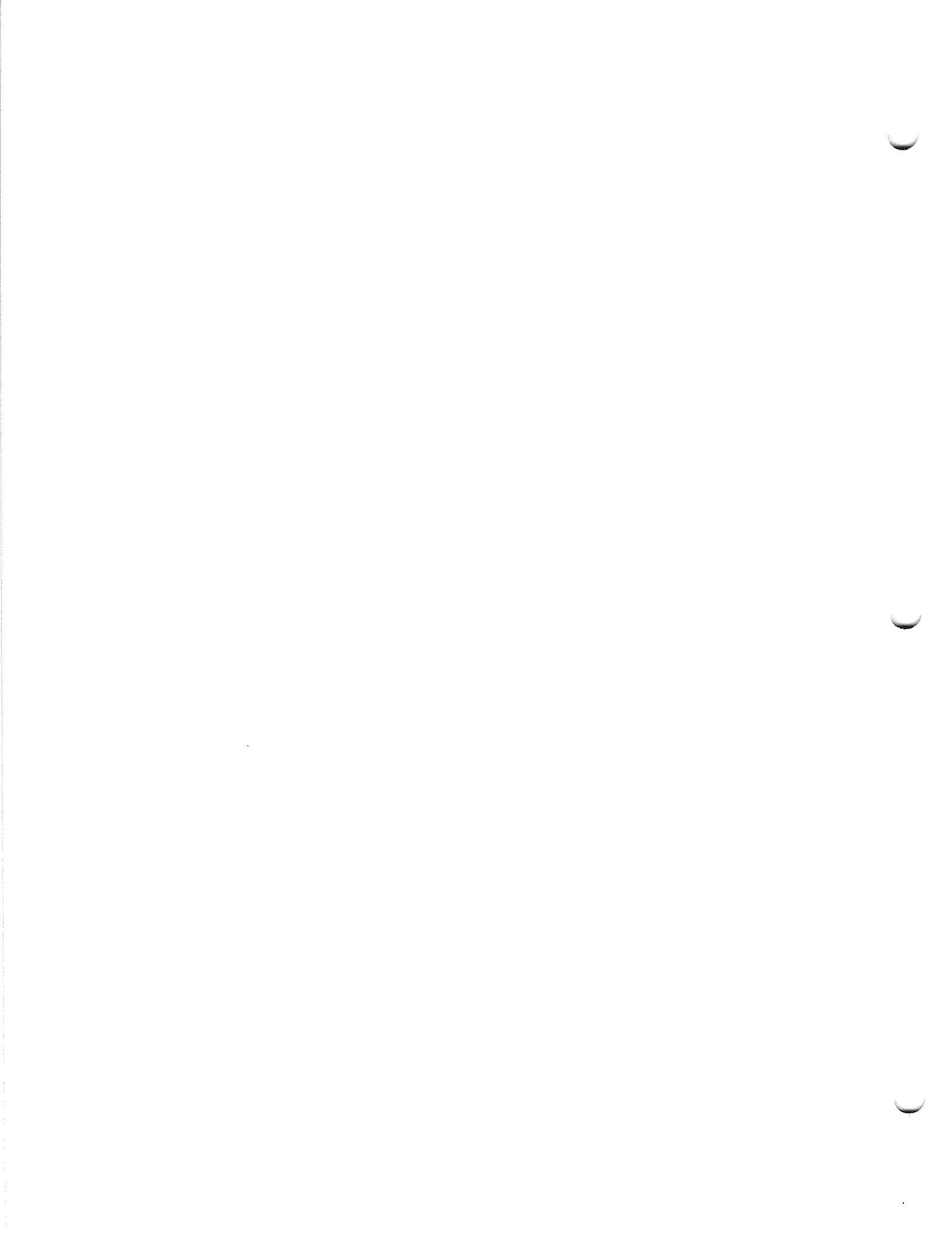
### **CHAPTER 30B. UNIFORM PROCUREMENT ACT**

#### **Chapter 30B: Section4. Submission of quotations**

For the procurement of a supply or service in the amount of \$5,000.00 or greater, but less than \$25,000.00 , a procurement office(the Executive Director)Shall seek written quotations form no fewer than three persons customarily providing such supply or service.

For the procurement of a supply or service in the amount of \$15,000 or greater, the MHA shall prepare a spec and advertise for bids.

Policy Adopted on: December 16, 2015



**MANCHESTER HOUSING AUTHORITY**  
**PROCUREMENT POLICY**  
**(Adopted , 2019)**

This procurement policy has been adopted by the Manchester Housing Authority ("LHA" or "Housing Authority") in order to comply with Massachusetts bidding statutes governing the procurement of supplies and services (**MGL c.30B**) the **Uniform Procurement Act**, construction related work (**MGL c.149§44A-H**; **MGL c.149 §44A1/2**; **MGL c.149 §44A3/4**; **MGL c.149 §29**; **MGL c.149 §26-27A**; (**MGL c.30 §39M**;) and design services (**MGL c.7 §38A1/2**). This procurement policy supersedes any and all previous policies. This policy hereby incorporates by reference all provisions of the above-cited laws and regulations and adheres to the Code of Conduct for Public Employees, consistent with applicable state and federal laws. In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with this Procurement Policy, automatically supersede this Policy.

With regards to Federal properties managed by the LHA, Federal procurement requirements known as the "**COMMON RULE**" described at **24 CFR 85.36 and 37** will be adhered to, unless this policy is more restrictive. As of January 1, 2016, 24 CFR 85.36 will be replaced by use of 2 CFR 200.317 - 300.326, *Procurement Standards*.

**Purpose and Scope**

The purpose of this Procurement Policy ("Policy") is to provide for the fair and equitable treatment of all persons or firms involved in purchasing by the Housing Authority; assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available to the Housing Authority; promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity; and assure that purchasing actions are in full compliance with applicable Federal and State laws and regulations.

**I. PROCURING SUPPLIES AND SERVICES**

**A. Procurements for supplies and services governed by MGL c.30B, the Uniform Procurement Act, shall be made in the following manner:**

**Sound Business  
Practices**

(1) The Executive Director, hereinafter referred to as the Chief Procurement Officer (“CPO”) or his/her authorized designee shall make procurements as necessary not to exceed **\$9,999.99** in the open market using sound business practices to ensure that the price obtained is the most advantageous to the Housing Authority. Sound business practices is ensuring the receipt of a favorable price by periodically soliciting price lists or quotes.

**MANCHESTER HOUSING AUTHORITY**  
**PROCUREMENT POLICY**  
**(Adopted , 2019)**

**Price**

**Quotations**

(2) For the procurement of supplies and services estimated to cost between **\$10,000.00** and **\$34,999.99** the CPO or his/her authorized designee shall solicit price quotations either orally by telephone, or in writing from at least three (3) vendors using a prepared written description for the particular procurement. However, this does not require receiving three (3) quotes. The Housing Authority may award a contract on the basis of one or two quotes received. The CPO must keep on file a record of all price quotations sought including names, addresses, and the dates and amounts of quotations. All documents relating to purchases and contracts under this section must be kept for a period of seven (7) years from date of final payment. **All procurements in excess of \$10,000.00 require a written and fully executed contract.<sup>1</sup>**

**Bids**

(3) Invitation for Bids (“IFB”). For procurements for supplies and services estimated to cost **\$35,000.00** or more the CPO or his/her authorized designee may use competitive sealed bids, in accordance with MGL c.30B §5 and will select the lowest, responsive and responsible bidder. The IFB process is as follows:

- Bids shall be invited by advertising in a newspaper of general circulation once, two (2) weeks before the date specified for the opening of bids;
- IFBs may be e-mailed to all available vendors upon request; Procurements of \$100,000 or more shall also be advertised in the Goods and Services Bulletin.
- A copy of the bid notice must be posted in a conspicuous place at the Housing

Authority for at least two weeks before the time specified for receipt of bids.

- A contract bid under this process shall be awarded to the lowest responsive and responsible bidder.

The CPO must keep on file with regard to every solicitation made all documents relating to these procurements under this section and shall be kept for a period of seven (7) years from date of final payment. This includes, a copy of the solicitation, all bids received, a record of names, addresses, and the amount of bids.

<sup>1</sup> Use sample DHCD Supplies & Services Contract for IFB procurements involving state funds as a guide attached as Exhibit A. DHCD contract validation required. See accounting manual and/or Housing Management Handbook for contract thresholds requiring DHCD validation.

**MANCHESTER HOUSING AUTHORITY**  
**PROCUREMENT POLICY (Adopted , 2019)**

### **Proposals**

(4) Requests for Proposals ("RFP"). For procurements estimated to cost \$35,000.00 and obtaining a service where qualifications but not price are the determining factor, utilize the RFP process pursuant to MGL c.30B §6 vs. the IFB process identified in (3) above. The RFP process is as follows:

- The CPO or his/her authorized designee must provide a written justification as to why it is advantageous and in the public interest to use this process;
- Criteria must be developed for each task; (MGL c.30B §6.) Evaluation Committee must be appointed and consist of an odd number of committee members with a minimum of three; (not the Housing Authority Board)
- Allows contract award to proposer who has highest rating, not necessarily the lowest price; two separate envelopes for both a technical and price proposal submission;

(5) Statewide Contract List, GSA Schedules, or other Cooperative Purchasing Agreements for goods

and services (non-construction) awarded by the State's Operational Services Division

(OSD), GSA Schedules, or other Purchasing Consortiums, the CPO or his/her authorized designee may purchase from a statewide contract vendor or GSA schedule without any further solicitation or invitation to bid regardless of the dollar amount. For purchases conducted through cooperative purchasing agreements, the CPO or authorized designee shall perform due diligence on the cooperative agreement to ensure the public procurement unit that conducted the cooperative purchasing agreement conducted the procurement of supplies or services in a manner that constitutes a full and open competition. Once due diligence has been exercised, the CPO or authorized designee may purchase from a cooperative purchasing agreement without any further solicitation or invitation to bid regardless of the dollar amount. Both of these procurement methodologies shall be documented.

- (6) Contracts in (2) & (3) above may be entered into for a term greater than *three years*, including renewals, extensions, or options, except automated laundry<sup>2</sup> or elevator services which shall be for a term voted by a majority of the Board before the procurement is made, but shall be no *greater than five (5) years*.
- (7) If the purchase is made from any vendor other than one offering the lowest price on an IFB procurement, justification for such a bid rejection shall be in writing and kept with the bid documents.
- (8) For contracts in (5) above, the CPO or designee must use the order/contract forms or instructions from either OSD or the public procurement unit that conducted the cooperative purchasing agreement.

<sup>2</sup> For laundry service contracts Housing Authority shall use the DHCD Service Contract Form. Never use the vendor's contract

**MANCHESTER HOUSING AUTHORITY**  
**PROCUREMENT POLICY (Adopted , 2019)**

**B. Services Exempt From MGL c.30B**

- (1) In accordance with MGL c.30B §1(b)(9), a contract to purchase supplies or services from, or to dispose of supplies to, any agency or instrumentality of the federal government, the commonwealth, or any of its political subdivision is exempt from Chapter 30B procurement requirements.

(2) In accordance with MGL c.30B §1(b) (15), contracts with labor relations representatives, lawyers, designers, or certified public accountants are exempt from Chapter 30B procurement requirements.<sup>3</sup>

(3) In accordance with MGL c.30B §1(b) (30) a contract for the collection, transportation, receipt, processing or disposal of solid waste, recyclable or combustible materials.<sup>4</sup>

### **C. Emergency Procurements Under MGL c.30B**

(1) If the time required to comply fully with Chapter 30B regulations would endanger the health or safety of people or property due to an unforeseen emergency, the needed **supply or service** may be procured without complying with the Chapter 30B requirements. To the extent possible the Housing Authority must maintain a record of each emergency procurement, document the basis for determining an emergency exists, name of vendor, amount, type of contract and list of supplies and services purchased under each contract. The Housing Authority may not artificially create an emergency by postponing normal purchases. An emergency procurement form must be submitted as soon as possible to the Goods and Services Bulletin for publication. This process cannot be used for construction related emergency procurements.

### **D. Sole Source Procurements Under MGL c.30B**

(1) The Housing Authority may make a sole source procurement of any supply or service under **\$35,000.00** when a reasonable investigation shows that there is only one practicable source for the required supply or service. This determination that only one practical source exists must be in writing. (Chapter 30B, Section 7).

<sup>3</sup> For legal services, Housing Authority shall use the DHCD Agreement for Legal Services; For CPA consultants see DHCD Accounting Manual; For Design Services consultant with your DHCD project manager.

<sup>4</sup> For trash removal Housing Authority, shall use the DHCD Service Contract Form. Never use the vendor's contract.

**MANCHESTER HOUSING AUTHORITY**  
**PROCUREMENT POLICY (Adopted , 2019)**

## **E. Contract Funding**

All procurement of equipment, materials, and non-personnel services shall be documented. Expenditures shall be supported by receipts and shall be made by standard purchase order. Each purchase, regardless of dollar amount, shall be approved by the CPO or his/her designee. On a monthly basis, in advance, the Director of Finance shall indicate to the CPO the amount of dollars in each program available in order to have sufficient funds available for payment. Purchase Orders shall be filed with the resulting purchase documents.

## **II. CONSTRUCTION CONTRACTS<sup>5</sup> BUILDING RELATED –VERTICIAL CONSTRUCTION**

When construction contracts are procured under the following methods, the Housing Authority shall apply prevailing wage rates in accordance with MGL c.149 §26-27A regardless of dollar amount. All construction contracts in the amount of **\$25,000** or more shall require a payment bond in an amount not less than one-half (1/2) of the contract price, in accordance with MGL c.149 §29. This requirement cannot be waived and letters of credit, checks or bank books cannot be accepted in lieu of a payment bond. The Housing Authority shall use the appropriate DHCD Front- end document on all state developments.

### **A. Small building related (vertical construction) and site work (horizontal construction) construction projects shall be awarded in the following manner:**

(1) For small building related construction contracts which include labor & materials estimated to cost less than **\$10,000.00**, the CPO or his/her authorized designee shall follow MGL c.149 §44A(2)(A) and use sound business practices in selecting the contractor and a record should be kept of the procurement recording, at minimum, the name and address of the contractor.

(2) For small building related construction contracts which include labor & materials estimated to cost between **\$10,000.00 and \$25,000.00**, CPO must follow MGL c.149 44A(2)(B) procedures and **solicit written responses from at least three (3) contractors** through public notification of the contract at least two weeks before the deadline for receiving responses.  
**DHCD RECOMMENDS**

**SEALED BIDS.** However, it does not require receiving three written quotes. You may award a contract on the basis of one (1) or two (2) written quotes received. The

Housing Authority shall:

<sup>5</sup> For all construction projects the appropriate DHCD Front-End Document shall be used. All construction projects expended through capital funds require a DHCD FISH # by contacting the DHCD Project Manager. (FISH = Financial Information Systems for Housing).

**MANCHESTER HOUSING AUTHORITY  
PROCUREMENT POLICY (Adopted , 2019)**

- Public notification to contractors at least two (2) weeks before the deadline for responses, you are required to advertise the solicitation in the Central Register and on COMMBUYS, and post a notice on your jurisdiction's website and in a conspicuous place in or near your jurisdiction's primary office.
- The contract must be awarded to the responsive and responsible contractor offering to perform the contract at the lowest price.

The CPO shall keep on file a record of all price quotations including names, addresses, and the amounts of quotations. All documents relating to purchases and contracts under this section shall be kept for a period of seven (7) years from date of final payment.

(3) For construction contracts estimated to cost between \$25,000.00 and \$100,000.00 the CPO or his/her authorized designee shall follow the sealed bid procedure of M.G.L.c.149 §44A (2)(c) identified in MGL c.30 sec.39M.: Bids shall be invited by advertising in the Central Register and a newspaper of general circulation once, two(2) weeks before the date specified for the opening of bids. Bid notice shall be posted in a conspicuous place at the Housing Authority; the notice must also be posted at the Housing Authority main office at least one week prior to deadline. The following must also be completed:

Bidders must submit a five (5) percent bid deposit with their bids in the form of a certified, treasurer's or cashier's check from a responsible bank or trust company, cash or bid bond from a surety company.

- Bids are publicly opened and read at the time they are due and a contract bid under this process shall be awarded to the lowest eligible and responsible bidder.
- A payment bond in the amount of at least 50% must be furnished by the selected contractor.

(4) For construction contracts estimated to cost **\$100,000 to \$10,000,000.00** (contracts for the construction, demolition, maintenance, or repair of a building – vertical construction) the CPO or his/her authorized designee shall follow the sealed bid procedures required under MGL. c.149 §44A-M. These contracts require prevailing wage rates or if a federal project Davis Bacon Wage Rates and require a performance and payment bond in the full amount of the contract price.

- The CPO must keep on file with regard to every solicitation made all documents relating to purchases and contracts under this section shall be kept for a period of seven

(7) years from date of final payment. A copy of bid forms received, a record of names, addresses, and the amounts of bids (tabulation). Other requirements include the following:

**MANCHESTER HOUSING AUTHORITY**  
**PROCUREMENT POLICY (Adopted ,2019)**

- Filed sub-bids for selecting certain subcontractors on public construction contracts estimated to cost more than **\$100,000.00**. when sub-bid work estimated to cost more than \$20,000.00.
- Contractors and subcontractors submitting bids estimated to cost more than \$100,000.00 must be certified by Division of Capital Asset Management and Maintenance (DCAMM) to be evaluated and certified for specific requirements relating to financial soundness and past performance.
- Bidders and sub-bidders must submit a five (5) percent bid deposit with their bids and sub-bids

(5) For construction contracts estimated to cost **\$10,000,000.00** or more (contracts for the construction, demolition, maintenance, or repair of a building – vertical construction) the CPO or his/her authorized designee shall follow the pre-qualification process and sealed bid procedures required under MGL. c.149 §44D 1/2 and MGL c.149 §44D 3/4.

**III. NON-BUILDING RELATED CONSTRUCTION, HORIZONTAL CONSTRUCTION& CONSTRUCTION MATERIALS<sup>6</sup>**

(1) For public works construction, i.e., site work (horizontal construction) labor & materials or for the purchase of construction materials with no labor estimated to cost **\$10,000.00** or more the CPO or his/her authorized designee shall follow the sealed bid procedure under M.G.L.

c.30, § 39M and use the appropriate DHCD Construction Front-End. The Housing Authority also has the discretion to utilize MGL c.30B procurement requirements as outlined below & in the attached summary. All of these contracts require prevailing wage rates contracts greater than **\$25,000** require a payment bond in an amount not less than one-half (1/2) of the contract price when labor & materials are involved. **On projects \$50,000.00 or more DHCD requires a performance and payment bond in 100% of the contract amount.**

(2) As stated in #1 above, the Housing Authority also has the option of using Chapter 30B for horizontal construction projects that include labor & materials estimated to cost between **\$0 to \$9,999.00; \$10,000.00 to \$34,999.99 and \$35,000.00 or more. These procedures are in the attached summary.** These contracts require prevailing wage rates and a payment bond in an amount not less than one-half (1/2) of the contract price if cost is **\$25,000** or more if labor & materials are involved.

- The Housing Authority may be part of a local city or town governmental procurement, i.e, site work if upon request by the Housing Authority the contracting governmental agency includes the Housing Authority in its initial advertisement for bids by describing the work and location of work to be performed for the Housing Authority.

<sup>6</sup> Contact DHCD project manager for DHCD Front-End an assigned FISH #.

## **MANCHESTER HOUSING AUTHORITY PROCUREMENT POLICY (Adopted , 2019)**

The CPO shall keep on file a record of invitation made and offers received, a record of names, addresses, and the amounts of bids shall be kept in the file with regard to every solicitation made. All documents relating to purchases and contracts under this section shall be kept for a period of seven (7) years from date of final payment. A copy of invitation made and offers received, a record of names, addresses, and the amounts of bids.

(3) For the purchase of **construction materials** only (**no labor**) estimated to cost between **\$0 and \$9,999.99** the CPO or his/her designee may use **MGL c.30B §5** using sound business judgment. Use a written specification for the particular procurement.

(4) For the purchase of **construction materials**<sup>7</sup>only (**no labor**) estimated to cost **\$10,000** or more the CPO or his/her designee may use **MGL c.30B §5** by advertising for Bids in a newspaper of general circulation once two (2) weeks before bid opening. Contract is awarded to lowest eligible and responsible bidder.

The CPO must keep on file with regard to every solicitation made all documents relating to

purchases and contracts under this section shall be kept for a period of seven (7) years from date of final payment. A copy of invitation made and offers received, a record of names, addresses, and the amounts of bids.

#### **IV. THE BOARD**

- (1) The CPO shall submit all bids and quotes \$10,000.00 and up at the next regular meeting and the Board must vote to authorize the award of the bid.
- (2) A CPO may not solicit or award a contract for a term greater than *five (5) years, including renewals, extensions, or options except for automated laundry or elevator services which shall be for a term voted by the Board. (No greater than 10 years)*
- (3) A written contract is required for supply & service procurements of 10,000.00 or more. Purchase under \$10,000 may be made with a purchase order.
- (4) Applicable rules established by the Department of Housing and Community Development and the Department of Housing and Urban Development, and their respective Inspector Generals' shall be adhered to. These procedures and any changes thereto will be submitted to the Board for approval.
- (5) Lack of competition is permissible only when an emergency exists which permits no delay because of the possibility of injury, loss of life, or destruction of property, or when only one source of supply is available and the CPO or his/her designee shall so certify. For the purposes of emergency situations involving construction related work, a DCAMM waiver shall be required. For supplies and services, the Chapter 30B emergency procedures are to be followed.

<sup>7</sup> Housing Authority has option to bid in accordance with MGL c.30 §39M procedures.

#### **MANCHESTER HOUSING AUTHORITY PROCUREMENT POLICY (Adopted , 2019)**

- (6) Positive efforts shall be made by the CPO to use small minority-owned and women owned businesses as a source for supplies and services. Such efforts should include developing a

bidder's mailing list for these sources, and encouraging these businesses to compete for contracts to be awarded.

## **V. DELEGATION OF PROCUREMENT OFFICER'S POWERS AND DUTIES**

As this relates to MGL c.30B procurements, the CPO may delegate his powers and duties in accordance with this section to one or more employees of the Housing Authority. A delegation shall be in writing, be signed by the CPO, and state the activity or function authorized and the duration of the delegation. A delegation may be in specific or general terms, may be limited to a particular procurement or class of procurements, and may be conditioned upon compliance, with specified procedures. A delegation may be revoked or amended whenever the CPO determines that revocation or amendment is in the best interests of the governmental body. A delegation of power or duties by a procurement officer and any revocation or amendment thereof shall not take effect until a copy of the same has been filed with the office of the inspector general.

Unanimously adopted by the Leominster Housing Authority's Board of Commissioners at their April 20, 2016 meeting.

## **VI. ETHICS IN PUBLIC CONTRACTING**

The LHA shall adhere to the following code of conduct, consistent with applicable State or local law.

### **Conflicts of Interest**

(1) No employee, officer or agent of this LHA shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. If any real or apparent conflict of interest arises the employee, officer, or agent of the LHA shall immediately recuse oneself from the selection, award, or administration process and notify the Executive Director. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

- An employee, officer or agent involved in making the award;
- Any member of his/her immediate family;
- His/her partner; or,

- An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

**MANCHESTER HOUSING AUTHORITY**  
**PROCUREMENT POLICY (Adopted , 2019)**

**Gratuities, Kickbacks, and use of Confidential Information**

- (1) LHA officers, employees or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts, and shall not knowingly use confidential information for actual or anticipated personal gain.

**Prohibition against Contingent Fees**

- (2) Contractors shall not retain a person to solicit or secure a LHA contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies.

**LHA Vendors/Contractors for Personal  
Business**

No LHA officers, employees, or agents involved in the procurement process shall use vendors or contractors that regularly conduct business with the LHA for their own personal use or business. This is to ensure the general public that no conflict, real or apparent, exists.

MANCHESTER HOUSING AUTHORITY  
PROCUREMENT POLICY (Adopted , 2019)

CONSTRUCTION BIDDING  
SUMMARY

BUILDING RELATED WORK – MGL c.149  
§44A-M

TYPE OF WORK BIDDING PROCEDURES

**Vertical Construction -**

Building related work, labor & materials, labor only, estimated cost to **less than \$10,000.00**

nd business practices. Prevailing wages &/or Davis Bacon apply for all contract regardless of dollar amounts.

**Vertical Construction - Building related work, labor & materials, labor only, estimated to cost between \$10,000.00 - \$24,999.00**

icit written responses through public notification process accordance with **M.G.L. c.149, §44A(2)(B), as amended C.193 of the Acts of 2004**. Notice shall include a scope of statement defining the work to be performed and work requirements. Apply for prevailing wages &/or Davis Bacon.

**Vertical Construction - Building related work labor and materials estimated to cost between \$25,000.00 -\$100,000.00**

tive sealed bids in accordance with **M.G.L. c.149, §44A(2)(C), as amended by C.193 of the Acts of 2004**. DCAMM certification or filed sub-bids required. Prevailing wages &/or Davis Bacon. 5% Bid bond. Minimum payment bond in amount 1/2 of contract. On DHCD jobs full performance & payment bonds are required if cost is estimated over \$100,000.00. **DCAMM Certification; No filed Sub Bids.**

**Vertical Construction - Building related work labor and materials estimated to cost between**

**\$100,000.00 - \$10,000,000.00**

accordance with **M.G.L. c.149, §44A(2)(D), as amended by C.193 of the Acts of 2004**. GC must be bonded and 100% Performance & payment bonds required. Filed sub-bids required if estimated greater than \$100,000.00 & performance & payment bonds at the 100% of the contract. General's & subs must provide a 5% bid bond. **DCAMM Certification for Generals. DCAMM Certification for Subcontractors. DCAMM Certification for Subcontractors. DCAMM Certification for Subcontractors. DCAMM Certification for Subcontractors.**

LEOMINSTER HOUSING AUTHORITY PROCUREMENT POLICY  
(Adopted April 20, 2016)

## **TYPE OF WORK BIDDING PROCEDURES**

**Vertical Construction** - Building related work labor and materials estimated to cost **\$10,000,000.00**

Public bid in accordance with **M.G.L. c.149, §§ 44(D1/2) & 44D3/4** new section added by **C.193 of the Acts of 2004**. AA must pre-quality General's & Filed Subs via RFQ before Advertising for Bids; AA must establish a pre-qualification committee; GC's & Subs must be DCAM certified; 100% Performance & payment bonds required for the GC & AA must require for Sub's in RFQ. Filed sub-bids required if estimated greater than \$20K. **Effective 01/1/05.**

**Horizontal Construction** - Non- building related construction work estimated to cost \$10K or more including labor & materials or just construction materials

**MGL c.30 §39M.** Wage Rates required. Advertise for Sealed Bids - Central Register + Newspaper. Contracts **\$25,000** or more require a payment bond in 1/2 of contract amount.

**DHCD requires 100% Performance & Payment for all work estimated to cost \$50K or more.** 5% Bid Deposit is required; Certificates of Insurance which comply to specification;

**Horizontal Construction** - Non- building related construction work estimated to cost \$0 to \$10,000 including labor & materials.

**MGL c.30B** Use Sound Business Judgment; Wage Rates required. A purchase order may be used for procurements less than **\$10,000.00**.

**Horizontal Construction** - Non- building related construction work estimated to cost \$10,000 to \$25,000 including labor & materials.

**MGL c.30B** – Sealed bidding; Advertise in newspaper of general circulation and post notice at Housing Authority; Wage Rates required.

**Horizontal Construction** - Non- building related construction work estimated to cost greater than \$25,000 including labor & materials

**MGL c.30B** – Sealed bidding; advertise in newspaper of general circulation and post notice at Housing Authority; Wage Rates required. 5% bid deposit required. Payment bond in 1/2 of contract amount. **DHCD requires 100% Performance & Payment for all work estimated to cost \$50K or more.**

**Purchase of construction / building-related materials (NO LABOR)** estimated to cost between \$0 to \$10,000

**MGL c.30B** Use Sound Business Judgment; Wage Rates required. A purchase order may be used for procurements less than **\$10,000.00**.

**Purchase of construction/ building-related materials (NO LABOR)** greater than \$10,000

**MGL c.30B** – Sealed bidding; Advertise in newspaper of general circulation and post notice at Housing Authority.

# MANCHESER HOUSING AUTORITY

## PROCUREMENT POLICY

The Manchester Housing Authority will perform procurements under the limits of M.G.L. Chapter 30B Section 4.

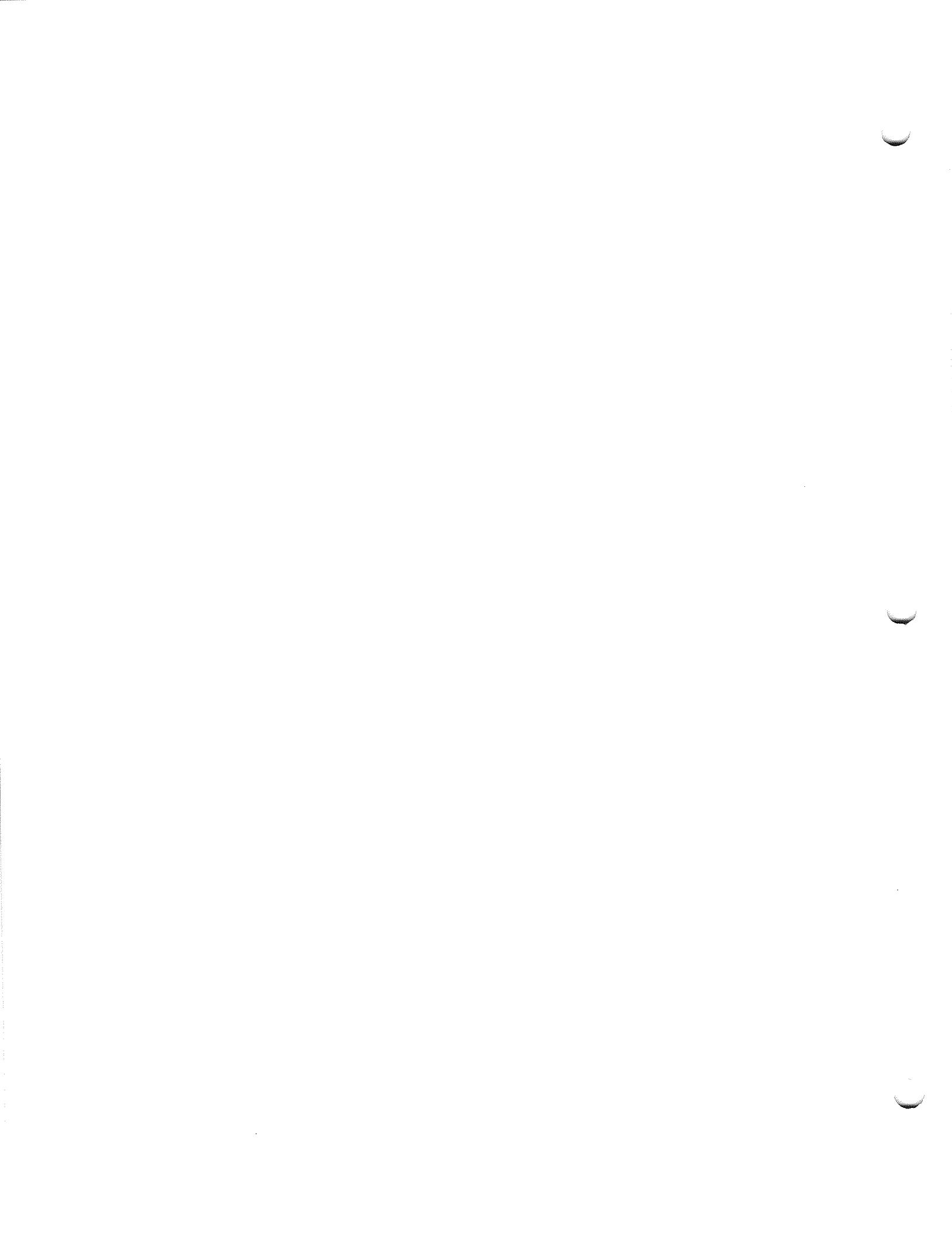
### CHAPTER 30B. UNIFORM PROCUREMENT ACT

#### Chapter 30B: Section4. Submission of quotations

For the procurement of a supply or service in the amount of \$10,000.00 or greater, but less than \$50,000.00 , a procurement office(the Executive Director)Shall seek written quotations form no fewer than three persons customarily providing such supply or service.

For the procurement of a supply or service in the amount of \$50,000 or greater, the MHA shall prepare a spec and advertise for bids.

Updated Policy Adopted on: *Revised December 21, 2016*



# MANCHESTER HOUSING AUTHORITY

## PROCUREMENT POLICY

The Manchester Housing Authority will perform procurements under the limits of M.G.L. Chapter 30B Section 4.

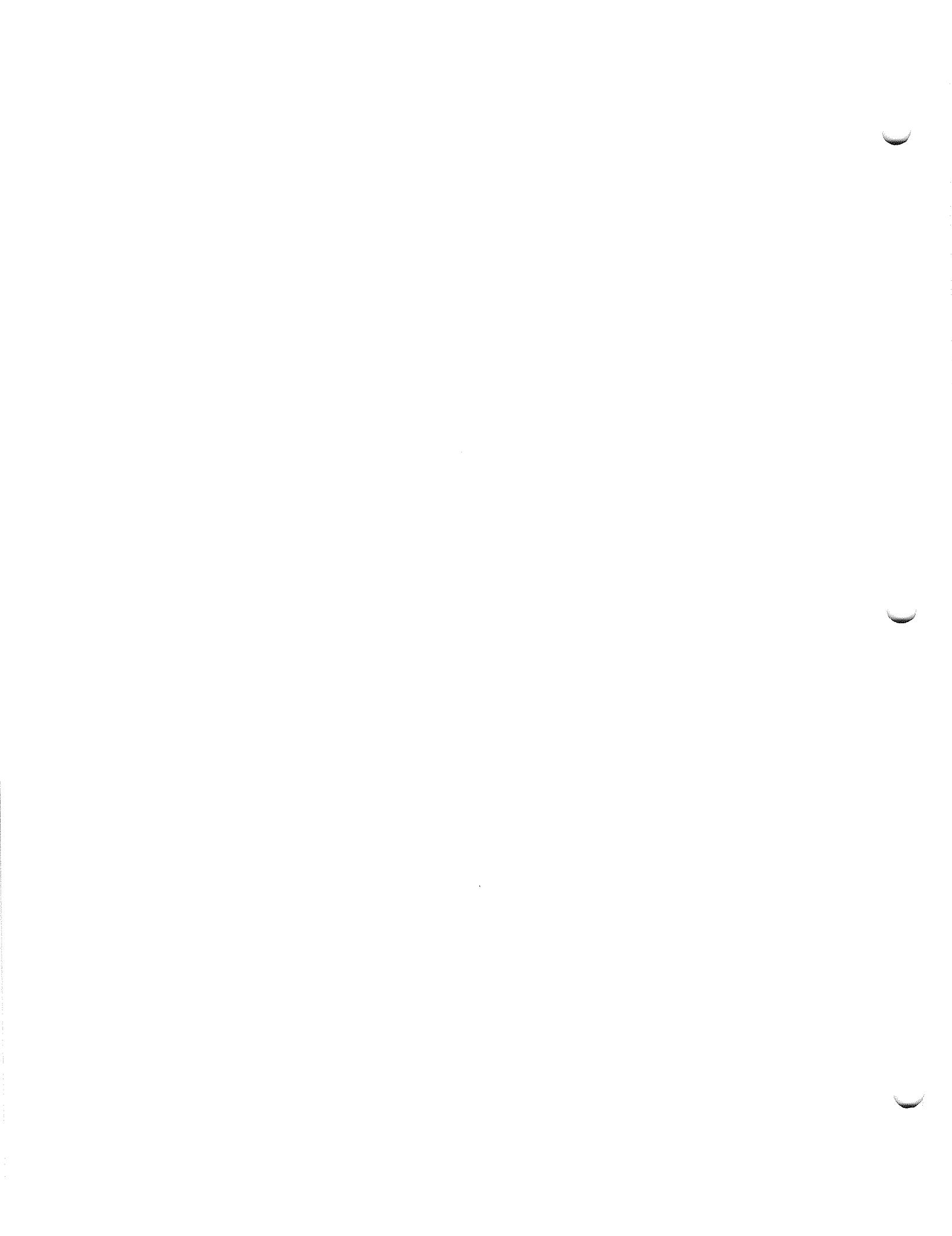
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Updated Policy Adopted on: December 21, 2016 *Revised*



# **MANCHESER HOUSING AUTORITY**

## **PROCUREMENT POLICY**

The Manchester Housing Authority will perform procurements under the limits of M.G.L. Chapter 30B Section 4.

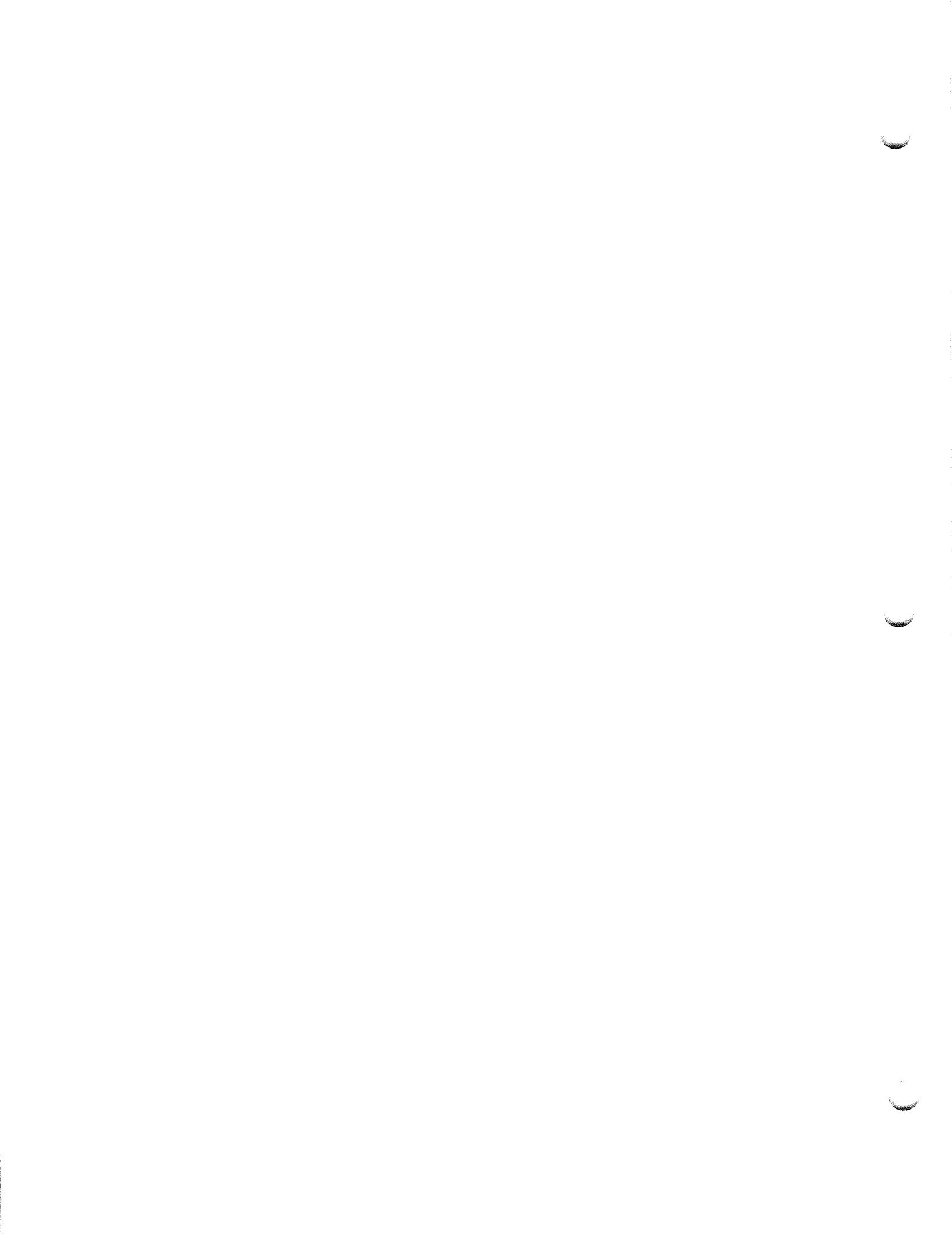
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Updated Policy Adopted on: Dec. 21, 2016



**MANCHESTER HOUSING AUTHORITY**  
**MARCH 23,2016**

**Date**

This procurement policy has been adopted by the ~~Manchester~~ Housing Authority (MHA) to ensure compliance with the Massachusetts public bidding statutes governing the procurement of design services, building related construction projects (vertical construction); site work construction projects (horizontal construction); purchasing of construction materials; supplies and services; and the disposition of supplies and the disposition or acquisition of real property.

This policy further ensures compliance and enforcement of the Massachusetts Prevailing Wage Rates (MGL c.149 §§26-27D) which is applicable to state-funded public construction projects, Massachusetts state bidding requirements as prescribed in MGL c.149 §§44A-J, MGL c.30 §39M, MGL c.30B and, any and all Executive Orders, or code of regulations are applicable to the above procurements.

**STATE- PROCUREMENT PROCEDURES**

**MGL C. 30B - PROCUREMENT OF SUPPLIES AND SERVICES (NON-CONSTRUCTION)**

Under Chapter 30B it is the awarding authority's estimate which determines the bidding procedures to be utilized for the procurement of supplies and services. It is the actual bid amount/contract price that allows a housing authority to award a contract that exceeds the dollar threshold of the bidding procedure utilized. **Chapter 30B also does allow contract increases to exceed twenty-five (25%) percent** except for contracts to purchase of gasoline, special fuel, fuel oil, road salt and other ice and snow control supplies.

1. **Small Procurements of Less Than \$0-10,000. MGL c.30B§4 - Use Sound Business Practices.** Sound Business Practices" is defined as "ensuring the receipt of a favorable price by periodically soliciting price lists or quotes. While the definition does not require a formal competitive process for small procurements of less than **\$10,000**, it requires governmental bodies to ensure that they have received the needed quality of supplies and services at a reasonable price. The Executive Director, hereinafter referred to as the Chief Procurement Officer (CPO) or his/her authorized designee shall make small procurements as necessary not to exceed **\$10,000** in the open market ensure that the price obtained is the most advantageous to the LHA.
2. **Solicit Quotes. MGL c.30B§4** - For the procurement of supplies and services estimated to cost between **\$10,000** but not more than **\$50,000** the CPO or his/her authorized designee shall seek price quotations either orally by telephone, or in writing from at least three vendors using a prepared written description for the particular procurement. However, this does not require the receiving three (3) quotes. The LHA may award a contract on the basis of one or two quotes received. The CPO must keep on file a record of all price quotations sought including emails, names, addresses, and the dates and amounts of quotations. All documents relating to purchases and contracts under this section must be kept for a period seven (7) years from date of final payment. **All procurements in excess of \$10,000 require a written and fully executed contract.**<sup>1</sup>

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<sup>1</sup> As of July 1, 2014 the c.30B dollar thresholds procedures for procuring goods & services & for the disposition or acquisition of real property has increased from \$25,000 to 35,000. Use DHCD's Contract for Supplies & Services for IFB procurements involving state funds which is updated from time to time.



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# MANCHESTER HOUSING AUTHORITY



## Credit Card Policy

The Manchester Housing Authority will issue credit cards to certain employees for use in their job functions. This policy sets out the acceptable and unacceptable uses of such credit cards. Use of Housing Authority issued credit cards is a privilege, which may be withdrawn in the event of serious or repeated abuse.

Any credit card the Housing Authority issues to an employee must be used for business purposes in conjunction with the employee's job duties. Employees with such credit cards shall not use them for any non-business, non-essential purpose, i.e., transactions for the benefit of anyone or anything other than the Housing Authority. The Housing Authority will not regard expenses for employee's business-related use, such as lodging and meals while on Housing Authority approved business trips, as personal purchases, as long as such expenses are consistent with the Housing Authority's travel and expense reimbursement policy. If any employee uses a company credit card for personal purchases in violation of this policy, the cost of such purchases(s) will be immediately due.

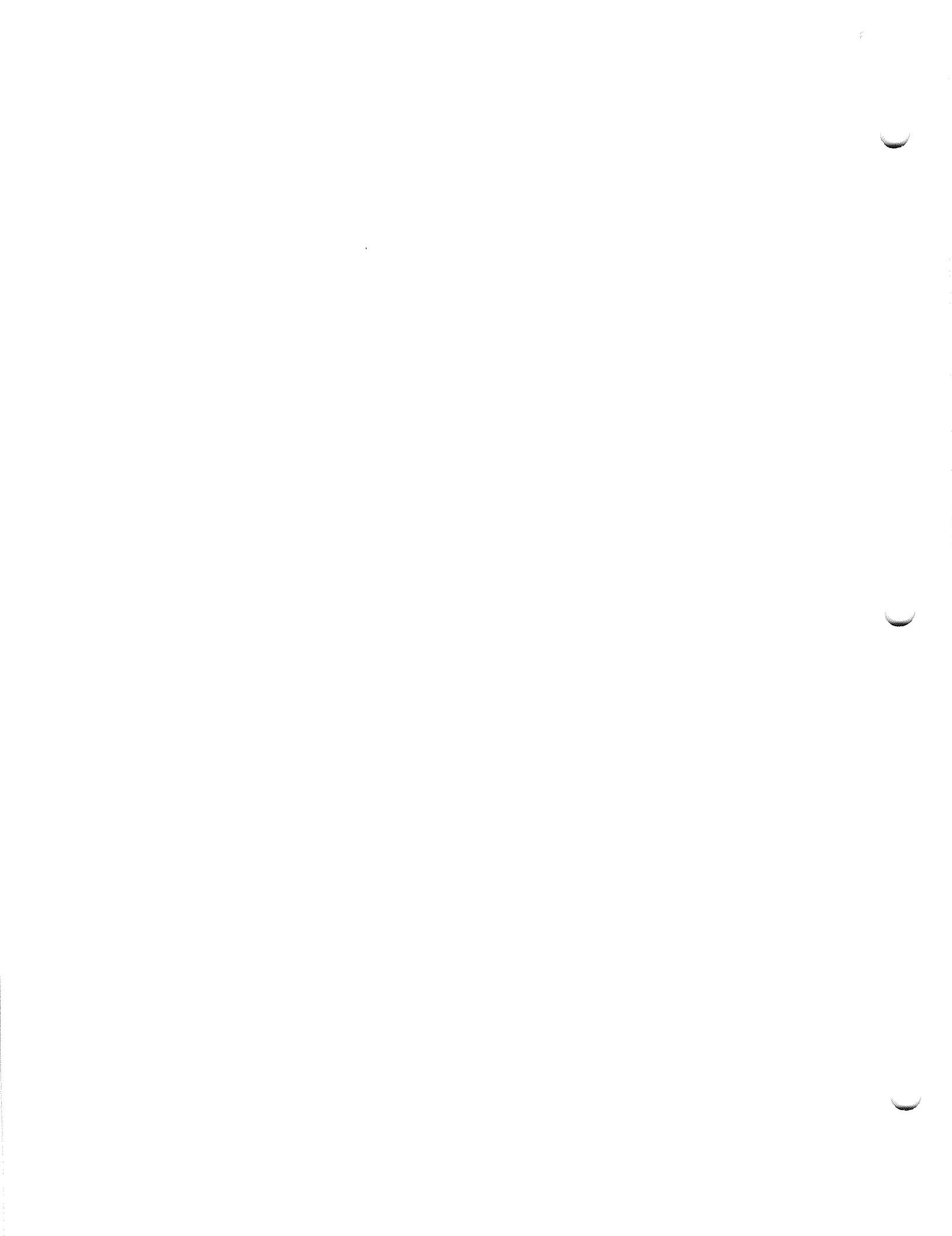
The following will result in disciplinary action up to and including termination of employment:

1. Failure to immediately repay any costs due that are a result of violating this policy;
2. Any one or more incidents of misuse of a Housing Authority credit card;
3. A pattern of abuse of the credit card policy.

Employees violating this policy may be subject to additional action to include professional sanction, debarment, and/or criminal prosecution.

### AUTHORIZED USERS

To ensure good financial management and sound governance, credit cards will be issued to the minimum number of employees that will allow the Housing Authority to satisfy its business objectives. The credit card can only be used by the designated employee after they have signed the Acceptance and Agreement document to abide by the Terms and Conditions of Use as detailed. The credit card will be immediately terminated if the authorized card holder ceases to have job responsibilities that require it.



The Housing Authority must maintain an up to date list of Authorized Users including date of issue/termination, card limit, etc. This list should be held by the Executive Director and/or the appropriate administrative staff member.

The Authorized Users should familiarize themselves with the policies and regulations for procurement, travel and subsistence and must ensure that the credit card is not used for transactions which are not appropriate.

## **LIMITS**

The credit limit of the card will be determined by the Executive Director, in consultation with the Board of Commissioners.

The card ***must not*** be used for:

- withdrawing cash, or
- any type of personal expenditure (even if the employee intends to repay the expense).

The card ***may be*** used for:

- accommodation, meals and bookings payment;
- payment of travel costs(air, train, taxi, etc.) where it has not been possible to pre-book prior to departure, or
- the purchase of goods as specified in the Procurement Policy.

## **ROLE OF AUTHORIZED USER**

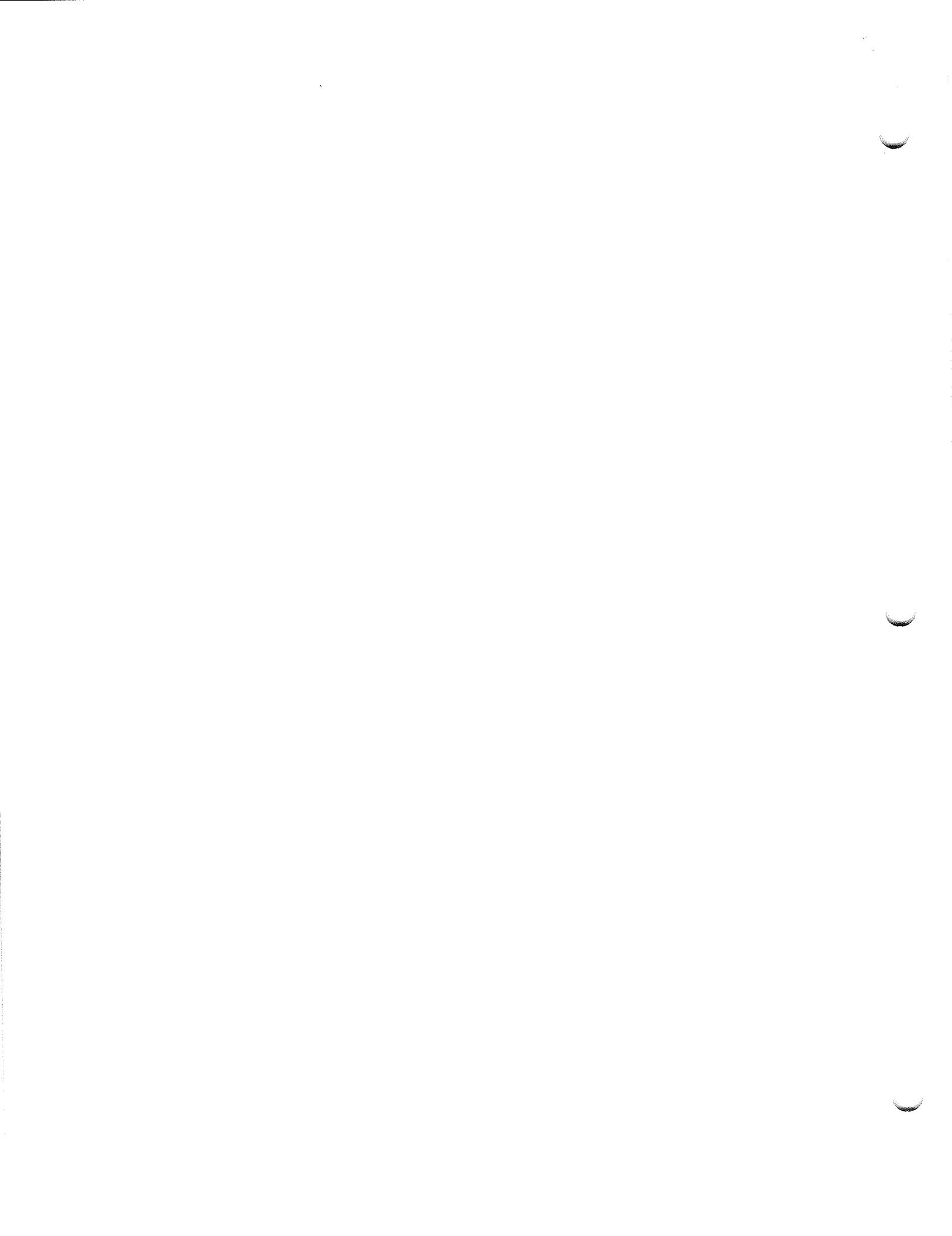
### Payment Authorization Forms

It is the responsibility of the Authorized User to complete the Purchase Order form and to have it approved retrospectively by the Executive Director, Board of Commissioners' Chairperson and/or Director of Finance.

Any disputes regarding the credit card statements must be noted and relevant documents regarding the outcome of the dispute must be kept for audit purposes.

### Review Procedure

1. A monthly statement will be received from the credit card issuer detailing charges.
2. Statements must be reviewed immediately upon receipt and detailed on the Purchase Order form with copies of the supporting receipts or vouchers attached.
3. Where a receipt is not on file, the Authorized User will be asked to provide verification of the transaction. A receipt should be provided as soon possible. The



4. Authorized User will be required to reimburse the Housing Authority for any expenditures that cannot be supported by appropriate documentation.
5. The Authorized User must ensure that any items appearing on the statement also appear on their Purchase Order form.
6. Any item appearing on the statement which is not recognized as a business expense and would not have been authorized for payment by the Authorized User will be investigated immediately with the credit card company.
7. The Purchase Order form must be signed by the Authorized User and verified by the Executive Director, or Chairperson of the Board of Commissioners, or the appropriate administrative staff person.
8. A copy of the Purchase Order form and credit card statement will be submitted to the Executive Director, or Chairperson of the Board of Commissioners, or the appropriate administrative staff person for review and verification no more than 5 days from the date of receipt of the statement. The Executive Director, or Chairperson of the Board of Commissioners, or the appropriate administrative staff person will authorized payment of the credit statement/receipts/vouchers within a reasonable time after receipt of the documentation. Purchase Order documents will be retained in a secure location.
9. The balance on the credit card statement must be cleared each month by the specified date to ensure that no interest charges are incurred.

## TERMS AND CONDITIONS OF USE

Credit Card usage in the day to day business of the Housing Authority is intended to facilitate transactions on a limited basis, primarily to provide simpler means of booking and paying for travel and accommodation in connection with official business travel, where it is not possible to pre-book travel plans.

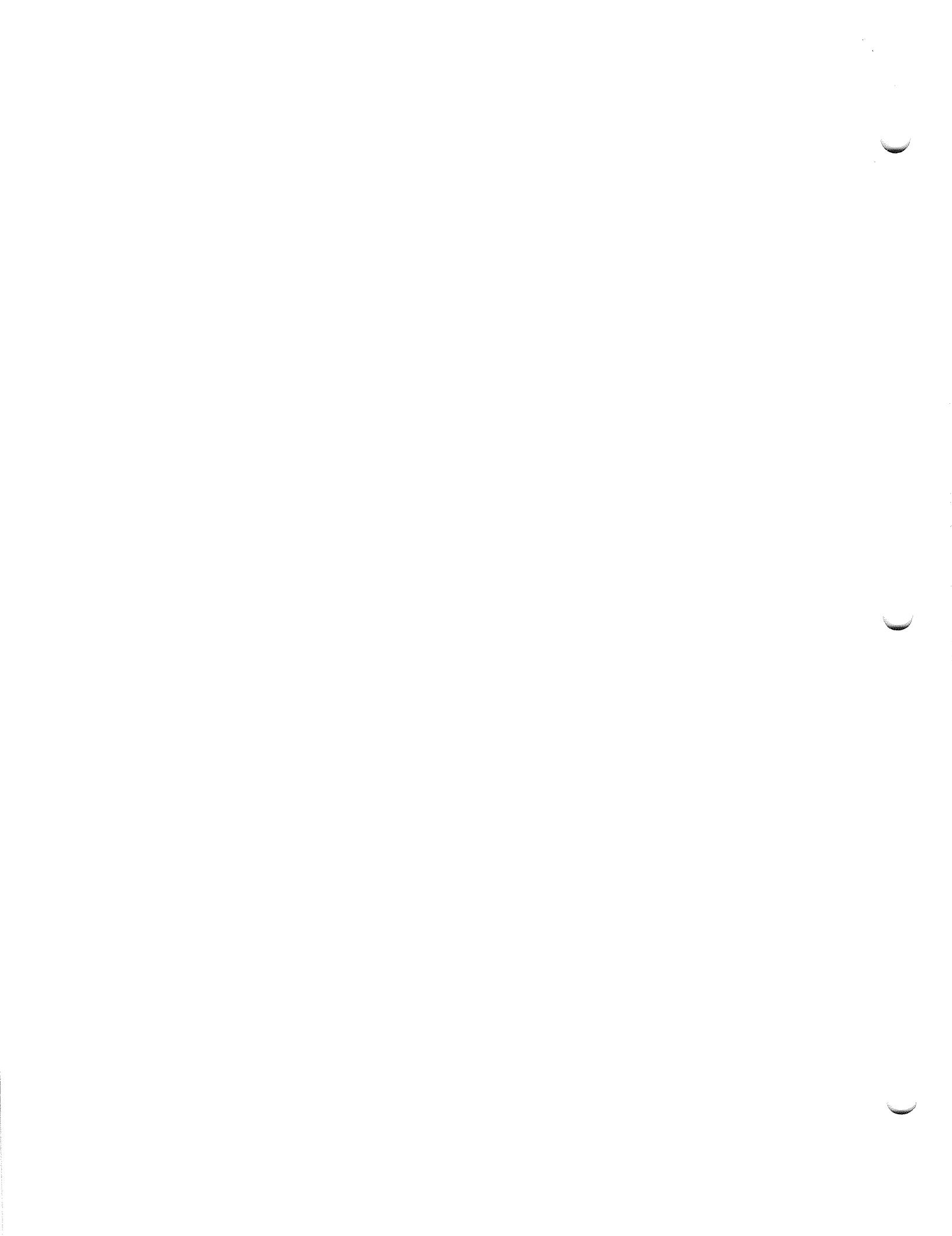
The card **may be** used for:

- Accommodation, meals, bookings payment;
- Payment of travel costs (air, train, taxi, etc.) where it has not been possible to pre-book prior to departure, or
- the purchase of goods as specified in the Procurement Policy.

The card **must not** be used for:

- Withdrawing cash, or
- Any type of personal expenditure, even if the intention is to repay such expenditure.

Credit card usage will be subject to management review to guard against fraud, to ensure compliance with current travel/procurement policies, and regulations. Documentation of any expenditure will be reviewed and approved by the Executive



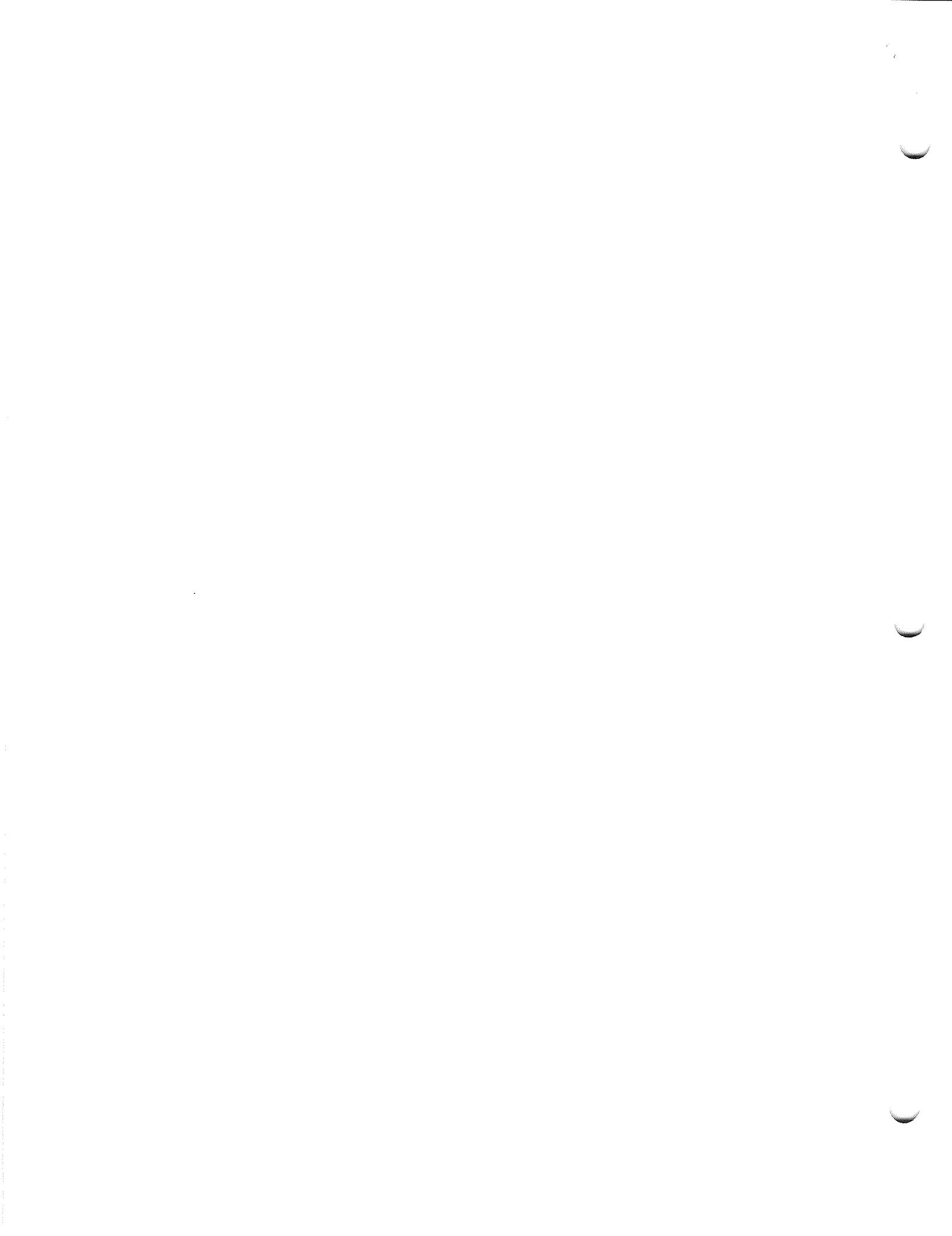
Director, or Chairperson of the Board of Commissioners, or the appropriate administrative staff person.

Credit card(s) must be kept in a secure location at all times. The Authorized User will be responsible for custody of the card. In order to guard against possible fraud, the Authorized User should not lose sight of the card during a transaction. Loss of a credit card must be reported immediately to the issuer, the Executive Director, or Chairperson of the Board of Commissioners, or the appropriate administrative staff person.

The Authorized User will be responsible for completing the Purchase Order Authorization form, ensuring that items charged to the credit card have incurred in the conduct of official business, providing details of each occasion of use, and for submitting receipts/vouchers for all expenditure. Any expenditure for which supporting receipts/vouchers are not presented will become the liability of the User.

Before using the credit card, the Authorized User must sign the Acceptance and Agreement document. A copy should be retained for personal reference and the original will be maintained by the Executive Director.

Unauthorized usage of credit card(s) issued in accordance with the above Terms & Conditions will be considered a violation of this policy and could result in disciplinary action up to and including termination. Additional penalties could include professional sanction, debarment, and/or criminal prosecution.



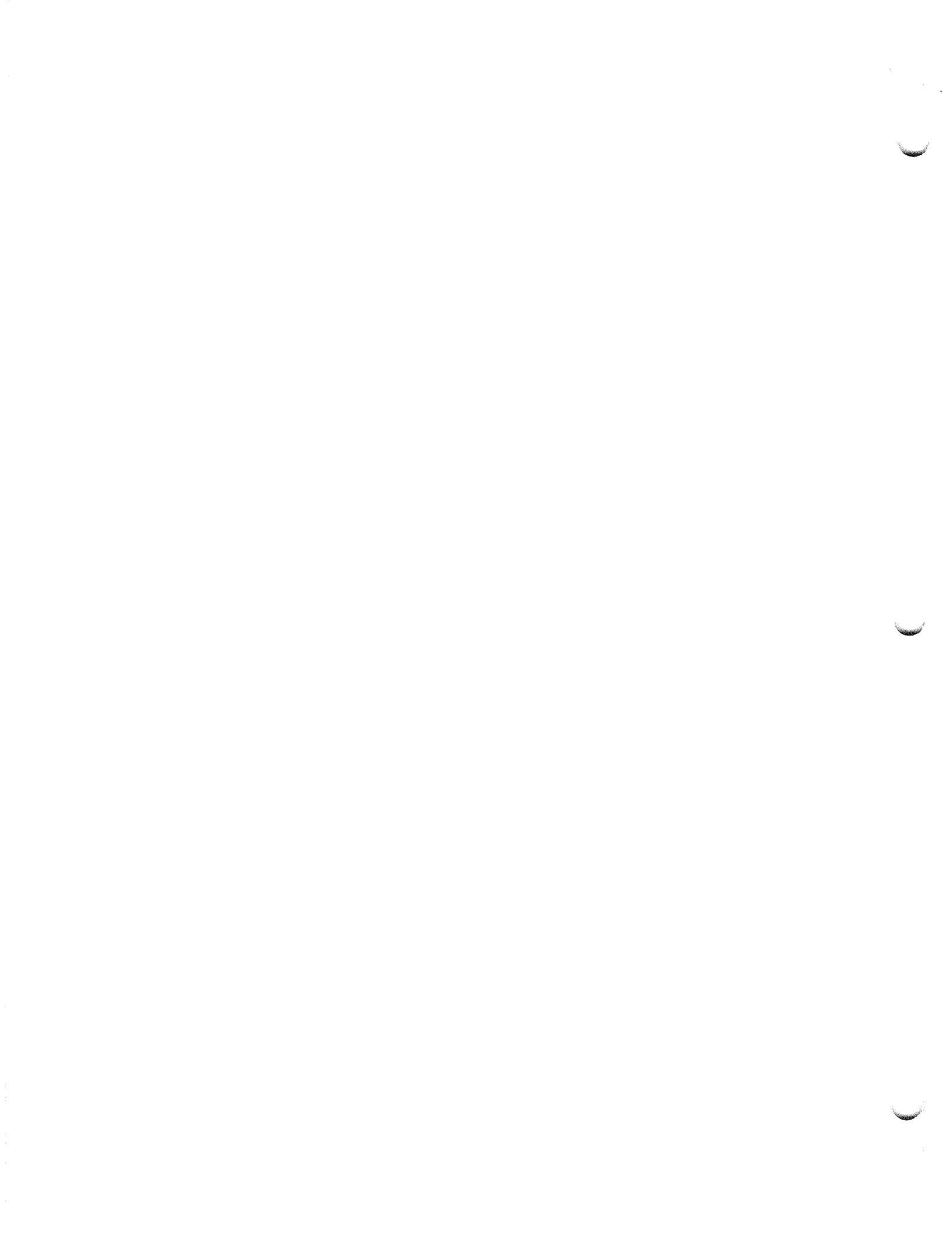
## MANCHESTER HOUSING AUTHORITY

### CREDIT CARD POLICY

The Executive Director may obtain a credit card on behalf of the Manchester Housing Authority for business purposes related to the Authority. The card will carry bank required signatures for initiation and cancellation and will include the current Board Chair and at least one other Board member for the purposes of cancellation of the credit card. At any time should it be deemed necessary, the Board Chair alone will have the authority to cancel the credit card account.

Use of the credit card is for housing authority purposes only for items that cannot be invoiced (for example, internet orders, software, retail supplies for office, activity program expenses, Travel etc.) and is to be used only by the Executive Director and only for purchases less than \$5,000 without prior Board approval. All expenses accrued on the credit card must be detailed with a purchase order, dated receipts and allocation purpose. Bills are to be paid on time and in full each month so that no interest accrues.

Adopted: 12/16/15



# MANCHESTER HOUSING AUTHORITY



## EMPLOYEE ACCEPTANCE AND AGREEMENT OF CREDIT CARD POLICY

I have read the Manchester Housing Authority Credit Card Policy. I fully understand and accept the Terms and Conditions of Use.

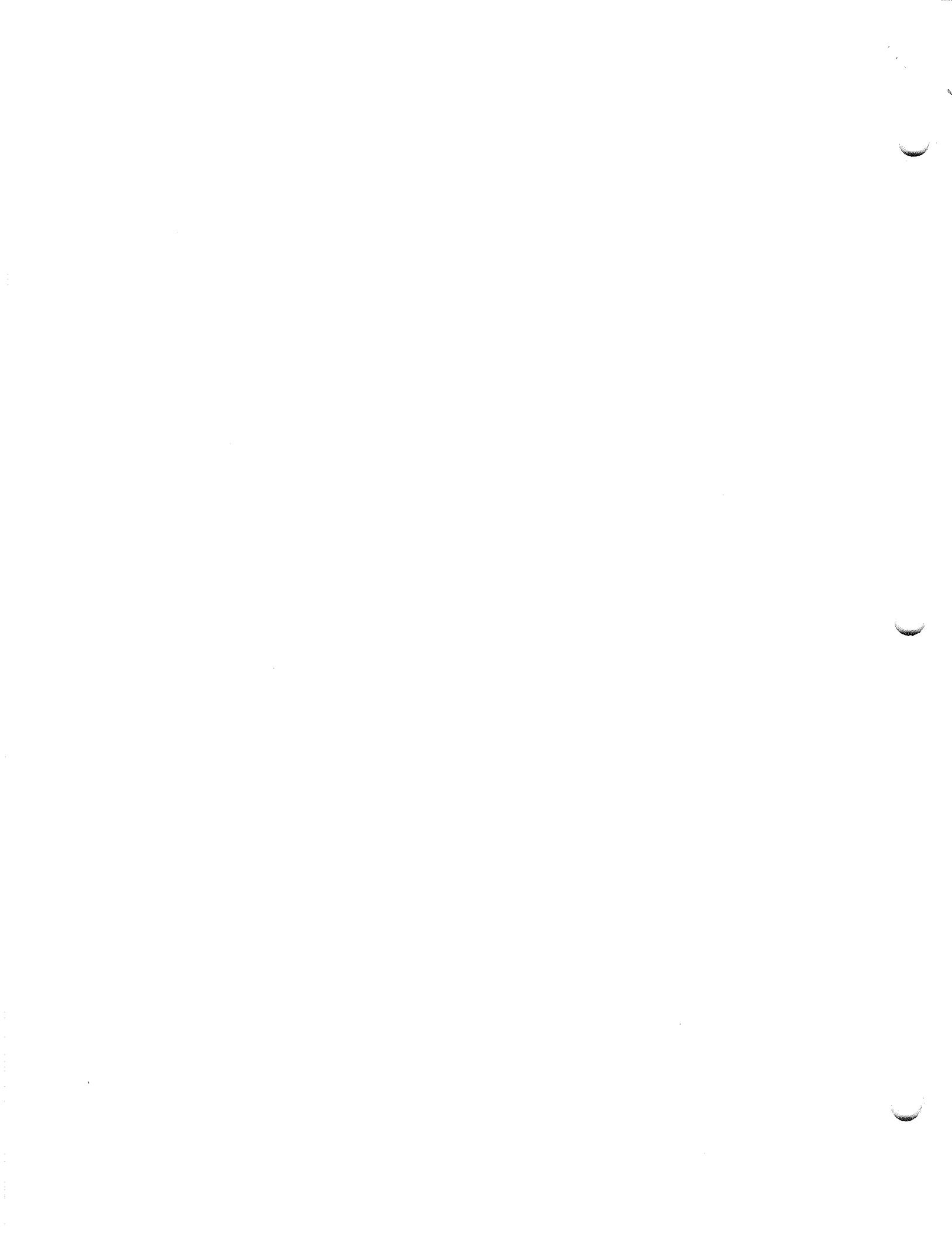
I understand and agree that I am personally liable for any expenditure(s) charged to the card that do not comply with the Terms and Conditions of Use.

I agree to immediately repay any funds that do not comply with the Terms and Conditions.

I understand that misuse of credit card(s) could result in disciplinary action up to and including termination and that additional penalties could include professional sanction, debarment, and/or criminal prosecution.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
**Authorized Credit Card User**

Name: \_\_\_\_\_  
**Print Name**



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# MANCHESTER HOUSING AUTHORITY

## TRAVEL POLICY

### Travel and Reimbursement

#### General

1. No expenses for out-of-state travel shall be allowed
2. Transportation of any kind between the home and the office is not reimbursable
3. Reasonable charges for hotel rooms shall be reimbursable. Receipt bill shall be submitted for hotel charges.
4. Telephone charges incurred in the discharge of duties shall be reimbursed upon presentation of an itemized bill
5. Reimbursement shall not be made for expenses incurred for the sole benefit of the traveler, such as valet service entertainment, laundry service, etc.
6. Toll charges and parking fees shall be reimbursed upon presentation of documentation and receipts.

#### Authority-Owned Vehicles

1. Authority-owned vehicles shall be used on official business only. They shall not be operated outside the necessary working hours, unless as directed by the Executive Director. Pleasure riding or use for private purposes is absolutely forbidden. Operators are personally responsible for damage liabilities arising from accidents outside of working hours and involving passengers not traveling on official business. Any accident in which an Authority owned vehicle is involved shall be reported forthwith to the Authority.
2. No operator of an Authority-owned vehicle shall transport a passenger or passengers other than those traveling on official business unless otherwise approved by the Authority.

#### Privately-Owned Vehicle

1. When use of an employee's private car is necessary, the approved mileage rate for reimbursement is not to exceed that allowed in the current DHCD Budget guidelines.
2. Private vehicle mileage reimbursement shall be payable only to one of two or more employees traveling together in the same vehicle.

#### Meals

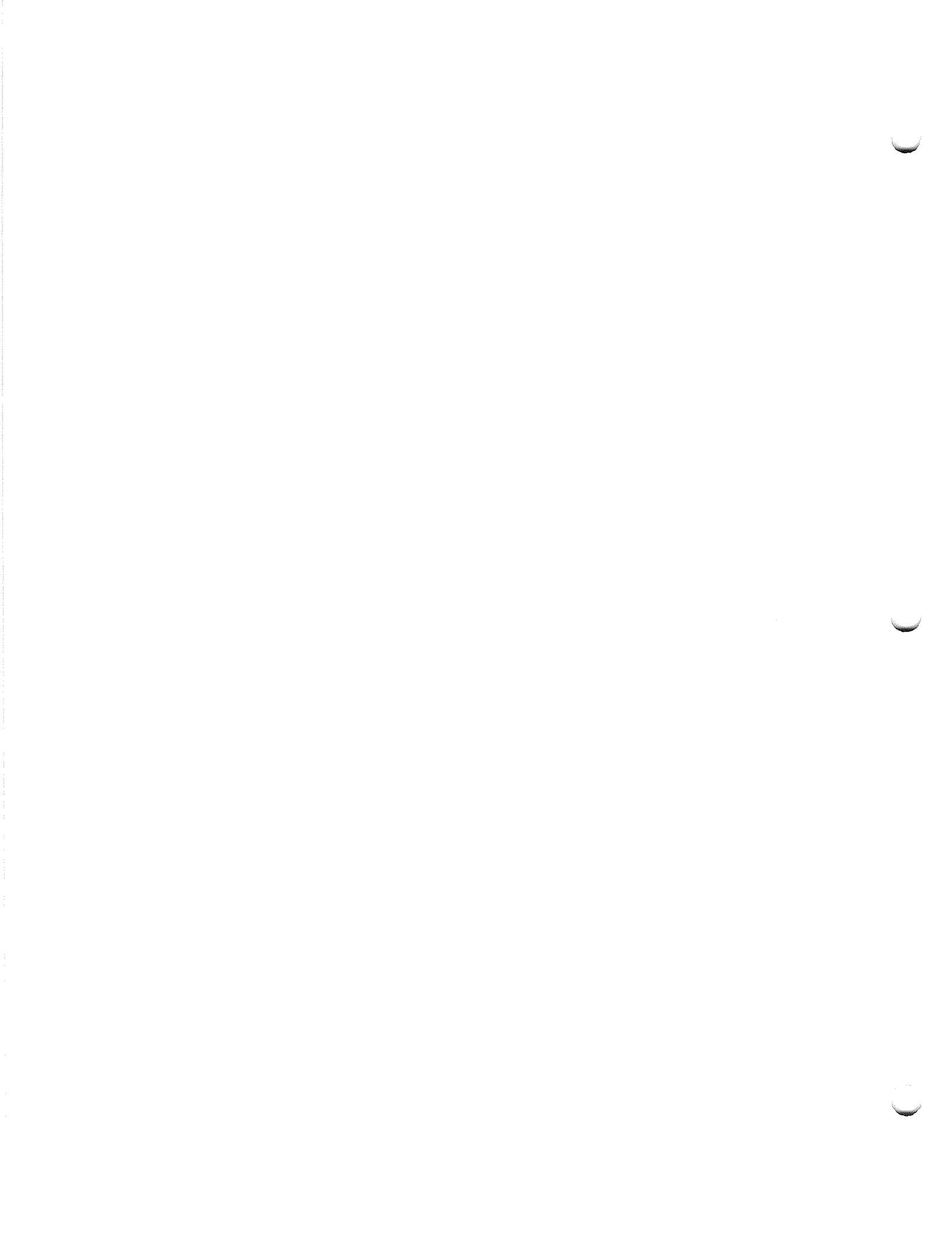
1. Employees shall be reimbursed for meals when on full travel status, which is defined as being temporarily absent from home on assignment to duty for more than twenty-four (24) hours.
2. For travel of one (1) day's duration starting two (2) hours or more before compensation time, the employee will be entitled to the breakfast allowance. For travel of (1) day's duration ending two (2) or more after compensation time, such employee will be entitled to the evening meal allowance. In no event will midday meal be allowed for travel of less than twenty-four (24) hours duration. Voucher must state in case of breakfast allowance the time of departure and the time compensation commenced, in the case of the evening allowance must state the time compensation ceases and time of arrival home Voucher must state necessity for early departure or late return as well as a statement giving the regularly scheduled work week.
3. Reimbursement shall be allowed for actual meal expenses incurred including tips, not to exceed the current DHCD Budget Guidelines.

**Bonuses and Presents** - Operation costs shall not include the cost of any bonus, payment or Christmas or others presents to the Members or employees of the Authority in cash or any other form.

**Entertainment Expenses** - Operation costs shall not include expenses incurred for the provision of entertainment and incidental food and beverages for Members or employees of the Authority.

Policy Adopted on:

3/03/16



TPB  
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## **Manchester Housing Authority Inventory Policy**

The following procedures govern the inventory of all Manchester Housing Authority (MHA) owed appliances, furniture and equipment with a purchase or replacement value of \$500 or more.

### General

1. Records of these assets are maintained in the Inventory file. A current hard copy is maintained in the HHA Management Plan. A current copy is backed up to CD or USB drive.
2. Each entry includes the following information: Description of Asset, Manufacturer, Tag Number, Serial Number, Location of Item, Vendor, Date Purchased, and Cost of Item.
3. Physical inventory of all furniture and non-expendable equipment must be taken and an inventory list maintained each year.
4. Physical inventory results must be compared to the inventory list, and any discrepancies will be reviewed by the Executive Director for possible adjustments.

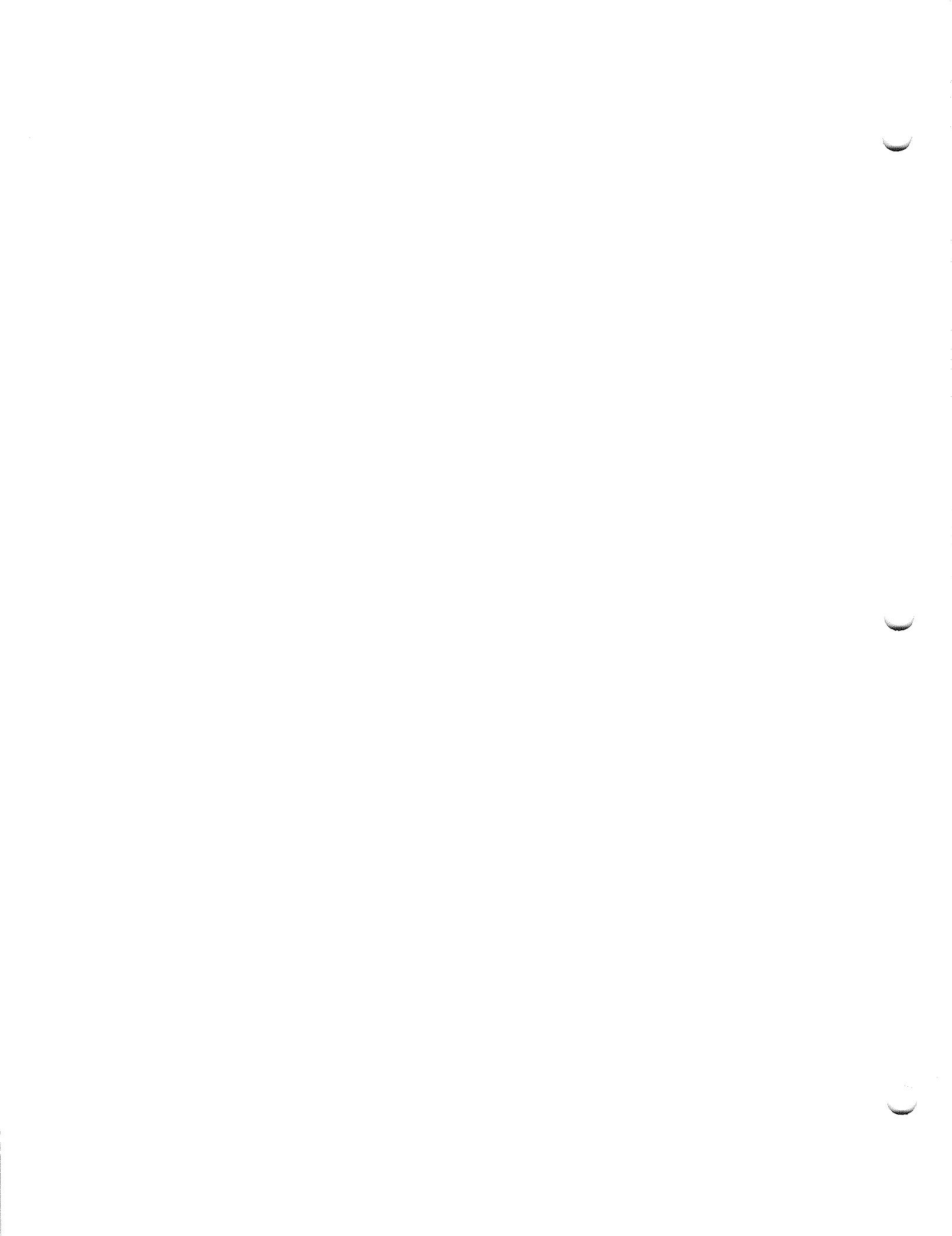
### New Items

1. All new appliances, furniture, and equipment purchased by the MHA are issued a Tag immediately and are then recorded in the Excel file by administrative staff.
2. The tag shall be affixed securely on an easily accessible surface of each item Recorded. Each tag will display the housing authority name as well as a numerical figure.

### Disposed Items

1. When an item is disposed of, the following information will be added to the Record: If sold, to whom the item was sold, date of sale, and sale price. If disposed of, it will be so noted, along with the reason for disposal.
2. Disposition of an inventories item occurs only after consultation with the Executive Director, he/she makes the decision to dispose of old, non-functioning refrigerators, stoves, and maintenance equipment. The Executive Director makes the decision of old, non-functioning equipment and furniture in the office and common areas of the community building.
3. An inventories item that is deemed useable but no longer necessary may be sold. The decision to sell and the selling price is determined by the Executive Director. In order to prevent any conflict of interest, the MHA Chairman may request approval by the entire board, depending on value of item and purchaser.
4. Tags are removed from all items before they are sold or destroyed.

Policy Adopted on March 23, 2016



MANCHESTER HOUSING AUTHORITY  
EQUIPMENT CAPITALIZATION AND DEPRCIATION POLICY  
AMENDED MARCH 23, 2016

The Manchester Housing Authority Equipment Capitalization and Depreciation will be in conformity with the Federal office of Management and Budget (OMB), A-133 Compliance Supplement – Part 3, Section F, Equipment and Real Property Management and Generally Accepted Accounting principles (GAAP). The policy will be effective for all programs and for the conversion to generally accepted accounting principles (GAAP).

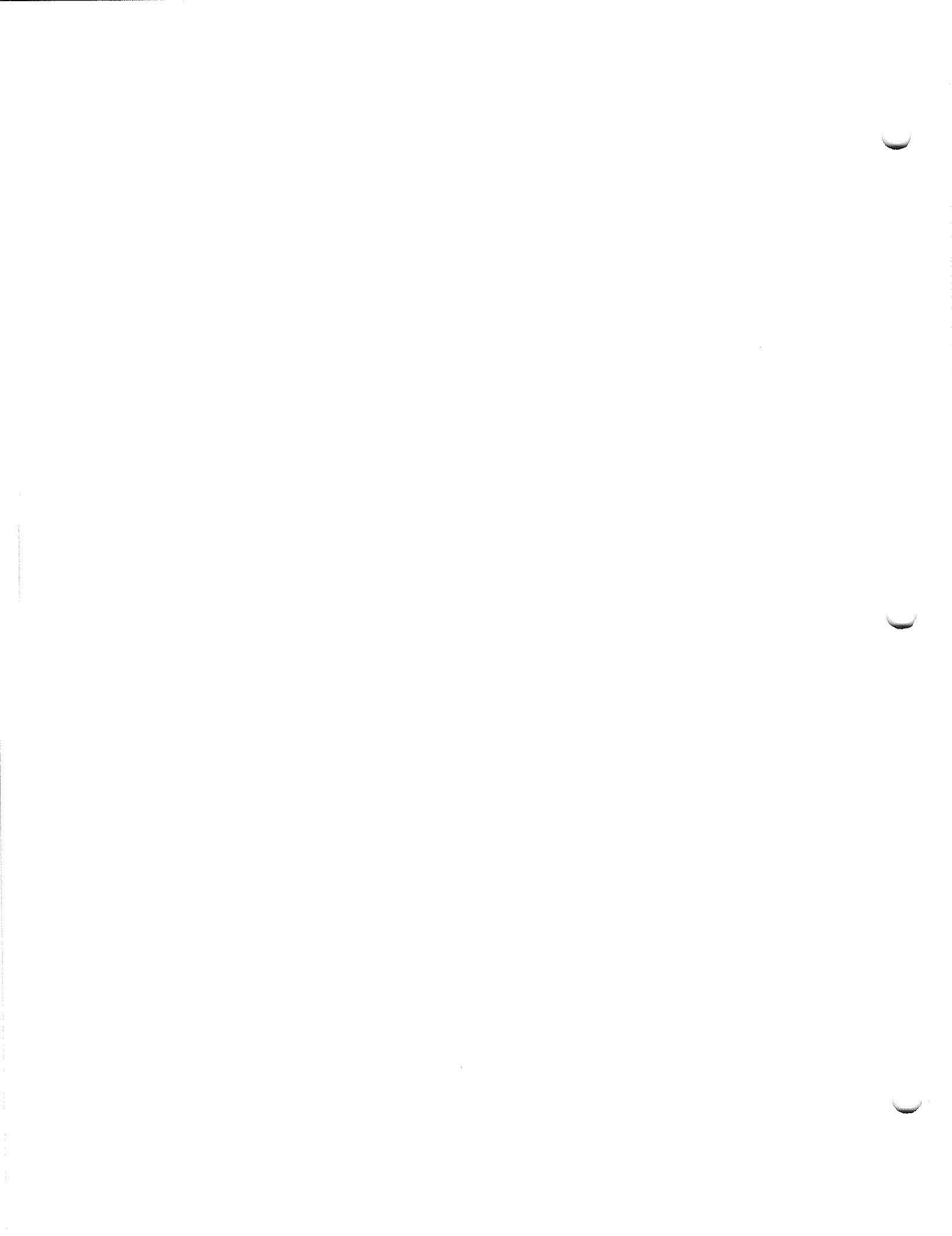
Equipment having a useful life of more than one year and an acquisition cost of \$5000.00 or more per unit, will be capitalized and depreciated over a FIVE (5) year period. The Authority will use straight-line depreciation method.

The Authority will establish a custodial inventory system for all stove and refrigerator purchases. In addition the Authority will establish a custodial inventory listing, by program for all equipment purchases between \$1000.00 and \$4999.99. The items in the custodial inventory system will NOT BE capitalized. The intent of the custodial inventory will be to track and monitor non-capitalized equipment.

The Authority shall maintain an equipment record system; tag items and a physical inventory will be taken at least once every two years. The physical inventory will be reconciled to the equipment record system and the general ledger. The Authority will use appropriate controls to safeguard the equipment.

This policy shall be effective for all the Authority Programs, starting now until hereafter.

Policy Adopted By Board Vote on: 3/23/16



MB

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# MANCHESTER HOUSING AUTHORITY

## INVESTMENT POLICY

### Administration of Investment of Funds:

- A. It shall be the responsibility of the Executive Director to develop, maintain and execute the Investment Policy.
- B. Moines deposit in the General Fund checking accounts in excess of those monies necessary for the daily operation of the Housing for a period of 30 to 60 days shall be considered available for investment.

### Insurance Coverage on Funds Invested:

The Housing Authority shall require that funds invested with banks and/or MMDT will be insured in accordance with the rules and regulations of the Federal Deposit Insurance Corporation (FDIC), Washington, D.C.

### Objective:

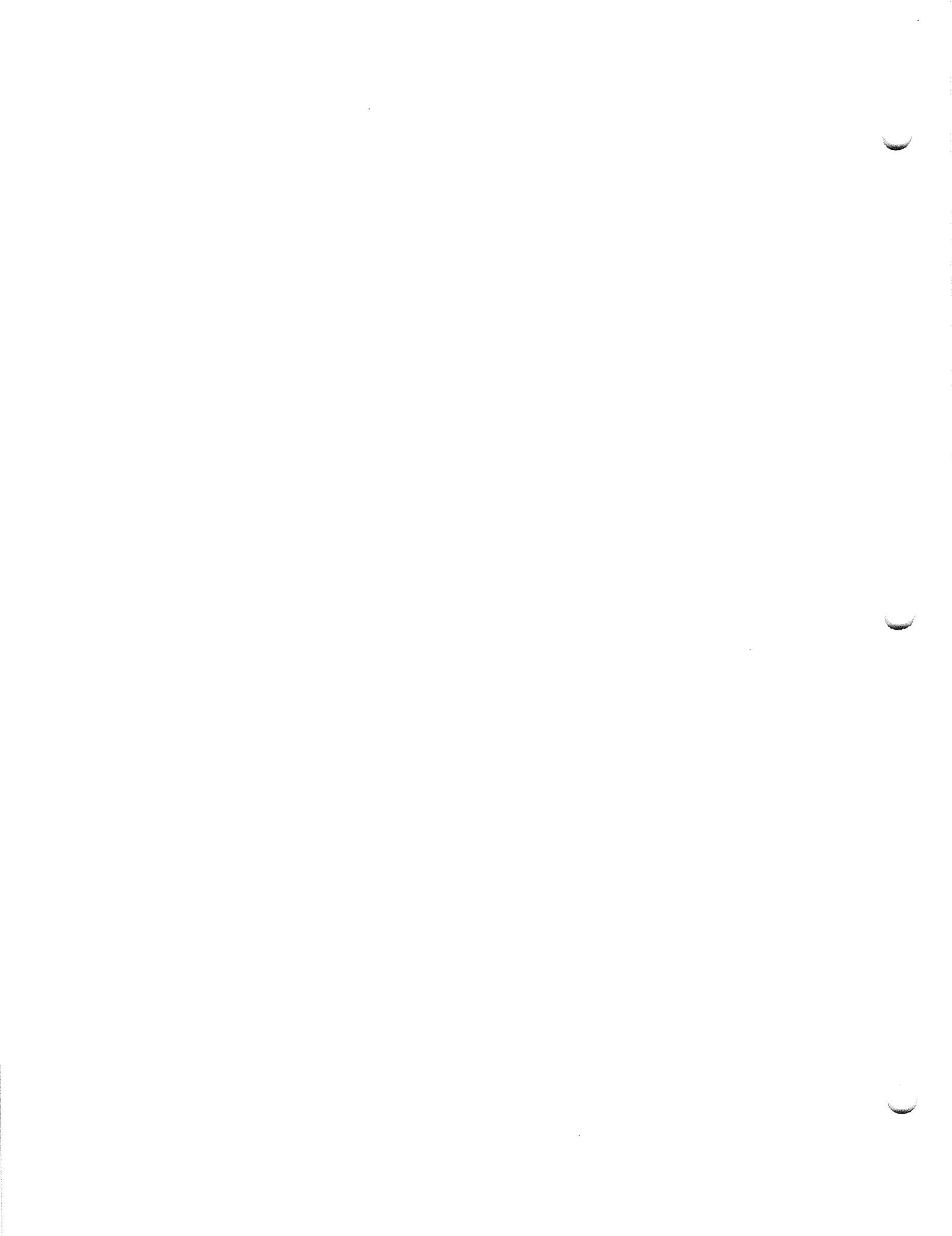
The objective is to invest the maximum funds for the longest term at the highest interest rate, thereby realizing the greatest return on all cash not needed for operations.

### Estimating Amounts Available for Investments:

The Executive Director shall estimate the amount of funds required for operation of the various projects/programs. If it is found that current Administrative Funds, Modernization Fund and /or Development Fund balances are in excess of estimated cash needs, such excess will be invested in a liquid and/or longest term possible account that will realize the greatest yield for the Authority.

### Approved Investments:

- A. US Government Obligations—The following is a listing of the securities in which funds may be invested:
  1. US Treasury Bills—Treasury Bills with a maturity of 91 days and 182 days are issued weekly, and Bills with maturity of 9 months and 12 months are issued monthly. These Bills are issued on a discount basis and are redeemed at par upon maturity.
  2. US Treasury Certificates, Notes and Bonds—These securities are issued periodically by the Treasury Department through Federal Reserve Banks and Branches.
    - a. US Treasury Certificates mature in not more than one year from the issue date and bear interest at fixed rates payable at maturity.
    - b. US Treasury Notes mature in not less than one nor more than five years from the issue date and bear interest at a fixed rates payable semiannually.
    - c. US Treasury Bonds mature in not less than five years from the issue date and bear interest at fixed rates payable semiannually.



# MANCHESTER HOUSING AUTHORITY

## INVESTMENT POLICY

### **B. Massachusetts Municipal Depository Trust:**

The said trust is an investment pool established by the State Treasurer's Office to offer political subdivisions of the Commonwealth of Massachusetts a means to invest idle cash. This professionally managed portfolio of high grade money market instruments seeks to attain as high a level of current income as is consistent with the preservation of capital and liquidity.

### **C. Certificates of Deposit:**

Time deposits that are available from the banks with which the Authority does business and may be established for the investment of funds where it is determined to be advantageous. The means of achieving the best offer is to solicit competitive bids. Such solicitation requests quotation of interest rates on short-term deposits (i.e., 30, 60, 90, 120, and 180 days, to be secured with approved securities such as Government Obligations, AA or better Corporate or Municipal Bonds). Of course, market rates are to be reviewed to ensure that the bank's interest rate payments compare favorably with other available investments.

### **D. Savings Certificates:**

These are savings deposits that range in term from one year to eight years and the interest would vary depending upon the term. This type of instrument could be used when.

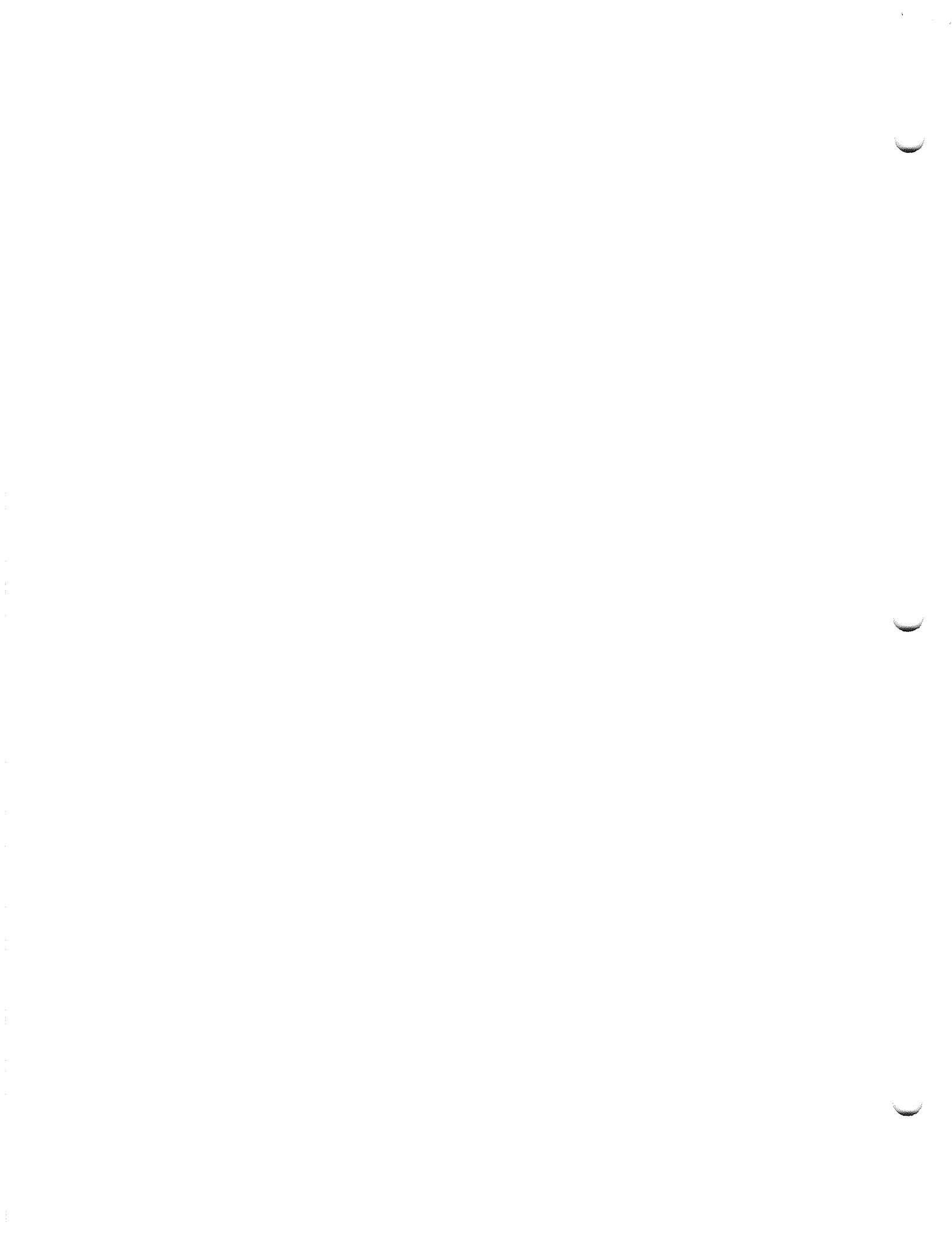
1. A medium to long-term investment is advisable.
2. Projected yield of this instrument is deemed favorable in relation to other alternatives.

### **E. Savings Accounts.**

These are corporate, regular and 90-day notice savings accounts. These could be used when.

1. A short-term investment is advisable.
2. Projected yield of this type investment is deemed favorable in relation to the alternatives.

Policy Adopted on 3/23/2016



11/3

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# **Manchester Housing Authority Disposition Policy**

## **Purpose**

To adopt controls over the sale of Housing Authority property and equipment.

## **System Components**

Authority property may not be sold or exchanged for less than its fair market value. Property of a value of \$1000.00 or more, which is to be sold to other than a public body for a public use, must be sold at public sale.

Sales of excess personal property should be made in the following manner:

1. If the estimated sale value of the Authority property offered for sale is less than \$300.00, the Executive Director or designated representative of the Authority may negotiate a sale in the open market after such informal inquiry as he/she considers necessary to ensure a fair return to the Housing Authority. The sale must be documented by an appropriate bill of sale.
2. For sales from \$300.00 to \$1,000.00, the Executive Director or designated representative of the Authority may solicit informal bids orally, by telephone, or in writing from all known prospective purchasers and a tabulation of all such bids received must be prepared and retained as part of the permanent record. The sale must be documented by an appropriate bill of sale.
3. For sales of \$1,000.00 or more, the award of such contract must be made only after advertising for formal bids. Such advertising must be at least 15 days prior to award of the sales contract and should be by advertisement in newspapers or circular letters to all prospective purchasers. In addition, notices must be posted in public places. A tabulation of all bids received should be prepared and filed with the contract as a part of the permanent record. The award will be made to the highest bidder as to price.
4. The sale of personal property to a public body for public use may be negotiated at its fair value subject to prior approval of the Board. The transfer must be documented by an appropriate bill of sale.

**Policy Adopted on March 23, 2016**



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## Section I. DESCRIPTION OF THE PARTIES AND THE LEASED PREMISES

The Manchester Housing Authority (referred to herein as LHA) leases to \_\_\_\_\_ (Tenant) \_\_\_\_\_ (the leased premises) with \_\_\_\_\_ bedrooms beginning \_\_\_\_\_, until termination as \_\_\_\_\_ address and apartment # \_\_\_\_\_ provided herein.

The following persons, together with Tenant, are the members of Tenant's household (household members) authorized to occupy the leased premises with Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No other person may occupy the leased premises overnight for more than a total of twenty-one (21) nights in any twelve (12) month period without LHA's written consent, as provided in Section V of this lease. The words "overnight" and "nights," as used in this lease, include daylight hours if the person regularly sleeps during the day rather than at night.

## Section II. RENT

### (A) Amount and Payment of Rent

Tenant shall pay the monthly rent of \$ \_\_\_\_\_ in advance on or before the first (1st) 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. The monthly rent will remain in effect until a new monthly rent is determined and put into effect by LHA in accordance with Section IV of this lease.

During the term of this lease LHA shall accept as rent all payments which Tenant designates as rent. The acceptance of such rental payments by LHA shall not constitute a waiver of payment for any other amounts due or of any other past, present, or future obligation under this lease. Following termination of this lease, if Tenant fails to vacate forthwith, Tenant shall pay monthly in advance the fair value of use and occupancy but no less than an amount equivalent to the rent in effect at the time of termination. Payments for such use and occupancy shall be made in advance and shall continue until Tenant and household members vacate or are otherwise dispossessed.

### (B) Nonpayment of Rent - Delinquency and Lease Termination Notice

In the event that Tenant shall fail to pay all or any part of the rent within seven (7) days of its due date, the LHA may declare the unpaid rent delinquent and issue a Notice of Termination of Lease which may include a Notice to Quit. Prior to issuing such a notice, except where Tenant has been habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six (6) months, the LHA shall provide the Tenant with an opportunity to discuss the reason for the late payment.

### (C) Nonpayment of Rent - Interest; Repayment Agreement; Possible Eviction and Costs

In the event that Tenant fails to pay all or any part of the rent within thirty (30) days of its due date, LHA may impose a fee in the amount of \$25 for failure to pay rent when due. Rent payments shall be applied to rental obligations with the oldest obligation being paid first. If Tenant shall have shown good cause for late payment to LHA and if LHA and Tenant enter a repayment agreement, LHA in its discretion may waive the fee for late payment. By charging increased rent, LHA shall not have condoned Tenant's breach of Tenant's obligation to pay rent when due, and LHA shall not thereby waive any rights to issue a notice of termination of the Lease, to bring eviction proceedings against Tenant and Tenant's household, and to collect arrearages, constable fees and costs, on account of the Tenant's failure to pay rent when due.

### (D) Overhoused Households

In the event that the size of Tenant's household does not warrant the number of bedrooms in the leased premises, and, as a consequence, the Tenant Household is determined to be overhoused, unless an exception is provided by law, upon availability of a smaller unit of appropriate unit size, LHA shall offer to lease such smaller unit to Tenant who shall have thirty (30) days within which to sign a new Lease and to move to the unit of appropriate unit size. Following expiration of thirty (30) days, if Tenant shall have failed or refused to transfer to a unit of appropriate unit size offered by LHA, Tenant's monthly rent shall be 150% of the rent which would otherwise have been charged to Tenant. By charging such increased rent, LHA shall not have condoned Tenant's breach of Tenant's obligation to pay rent when due, and LHA shall not thereby waive any rights to issue a notice of termination of the Lease, to bring eviction proceedings against Tenant and to collect arrearages, constable fees and costs on account of the Tenant's failure to pay rent when due.

## Section III. ELECTRICITY, HEATING FUEL AND GAS

Tenant shall pay the cost of the following if checked by LHA and initialed by \_\_\_\_\_

### Tenant:

Electricity [initials: ]  Heating Fuel [initials: ]

Gas [initials: ]

LHA shall pay the cost of the items not so checked and initialed.

## Section IV. ANNUAL AND INTERIM REDETERMINATIONS OF RENT

### (A) Annual Redetermination; Tenant's Obligation to Submit Verified Information

LHA shall redetermine Tenant's monthly rent, once annually in accordance with applicable regulations or authorization of the Department of Housing and Community Development (the "Department").

Each notice of a redetermined rent shall be in writing and contain the following information:

1. The rental amount and the date when it will be effective;
2. The calculation of Tenant's monthly gross household income and monthly net household income used by LHA in determining Tenant's rent;
3. Tenant's right to, and the method of obtaining a hearing under the grievance procedure in the event of a factual error.

For purposes of redetermination of rent (and for determining continued eligibility and appropriateness of unit size), Tenant shall submit, within thirty (30) days after a request from LHA, signed, complete, and accurate statements and/or other information setting forth pertinent facts as to eligibility, income, exclusions, deductions, employment, and household composition of Tenant and Tenant's household. Tenant shall also provide authorization for LHA to obtain verification of such information from reliable sources with knowledge of the facts in order to insure its accuracy.

### (B) Interim Redetermination on Account of Increased Income

An increase of ten percent (10%) or more in Tenant's monthly gross household income (the gross amount of income received by Tenant and household members during a month computed as provided in the Department's regulations) shall require a rent redetermination by LHA, and Tenant shall report any such increase (including any changes in income, exclusions and deductions) to LHA by the seventh (7th) day of the month following the increase together with authorization for verification.

Rent increases on account of such an increase will be effective no less than fourteen (14) days after LHA sends Tenant a notice of redetermined or adjusted rent; such notice may be sent before LHA verifies the increase. If Tenant fails to report an increase of ten percent (10%) or more in monthly gross household income (or to provide sufficient information upon which to calculate the rent) by the seventh (7th) day of the following month, any increase in redetermined or adjusted rent shall be effective retroactively so as to begin on the first day of the second month following the month in which the increase occurred.

### (C) Receipt of Delayed Payments of Income

If Tenant or another household member receives delayed payments of income (such as receipt of retroactive wage increases or receipt of worker's compensation, SSI, or SSDI benefits for the time period while the claim for benefits was being determined), if such income has not been previously reported, Tenant shall report receipt of the income to LHA within seven (7) days after receipt. An additional rental amount shall be computed by the percentage set out in the Department's regulations and charged on account of so much of the income which, if not delayed, would have been paid at a prior time during Tenant's tenancy at LHA. Tenant shall pay the additional rental amount due on account of such income (without interest) upon receipt of a bill from LHA.

### (D) Consequences of Nondisclosure or Misrepresentation of Income

If Tenant misrepresents, fails to disclose, or fails to disclose in a timely manner pertinent information affecting the Tenant's net household income, Tenant shall pay to LHA any rent which should have been paid but for Tenant's misrepresentation or nondisclosure, and any applicable interest for the period of nonpayment. Such misrepresentation or nondisclosure shall also constitute cause for termination of this lease and eviction if the consequent underpayment of rent was 10% or more of the monthly rent which should have been paid.

### (E) Interim Redetermination on Account of Decreased Income

If Tenant's monthly gross household income decreases, rent shall be redetermined if the Tenant requests a redetermination and authorizes verification of the decrease. Any rent decrease shall be effective on the first rent payment day after LHA receives reliable verification of the decrease or at such earlier time as the LHA shall find to be warranted in the event that verification is delayed.

## Section V. OCCUPANCY AND USE OF LEASED PREMISES

### (A) Tenant and Household Members

Tenant shall not assign this lease and shall not sublet or transfer possession of the leased premises. Tenant shall not take in boarders or lodgers and shall not use or permit use of the leased premises for any purpose other than as a private dwelling solely for Tenant and the other members of Tenant's household who are listed in Section I of this lease or who are listed on a subsequent written lease addendum. Tenant and each other household member must physically occupy the leased premises as his or her principal place of residence for at least

nine (9) months during any twelve (12) month period unless good cause is shown for a longer absence, such as involuntary absence attributable to illness or absence of a household member who is a full-time student. If Tenant or a household member without such cause shall fail to occupy the leased premises for the minimum of nine (9) months during any twelve (12) month period, Tenant shall delete such person from the lease within thirty (30) days of the failure.

**(B) Guests**

Tenant and other household members may have guests provided that Tenant shall be responsible for the conduct of any guest while in the leased premises or on LHA property and shall take reasonable steps to supervise the conduct of any guest, including a guest of a household member. No guest may stay overnight (as defined in Section I) for more than a total of twenty-one (21) nights in any twelve (12) month period without LHA's written approval of a temporary extension of the guest's stay. Tenant shall not accept any compensation from an overnight guest for his or her stay in the leased premises. If notwithstanding adequate supervision, a guest behaves in a manner which violates any of Tenant's Obligations set out in Section IX, among its remedies LHA may require that Tenant take steps to insure that the individual involved shall not be a guest of Tenant or of any household member again in the future. In addition, if a guest damages or destroys LHA property, among its remedies LHA may require that the Tenant shall pay the cost of repair or replacement.

Tenant shall notify LHA of the length of the stay of an overnight guest within a reasonable time following an overnight stay; such notice shall be confidential and, provided that the guest has not been barred from the premises and has not committed lease violations during his or her stay, the notice shall only be used by LHA for enforcement of the foregoing provision as to the permissible stay of a guest in the leased premises.

Each household member shall take reasonable steps to supervise the conduct of his or her guests. Failure of a household member to take such steps shall constitute good cause for LHA to request deletion of the household member from the lease in the manner provided in Section XI if his or her guest violates the provisions of the lease and the violation constitutes cause for termination of the lease but LHA in its discretion does not seek such termination.

If an individual, whom Tenant or a household member knows or should have known to have a history of serious crimes or of antisocial conduct, is a guest of Tenant or the household member, this circumstance shall be deemed a lack of adequate supervision if the guest violates the provisions of the lease.

For purposes of this lease an employee of Tenant or of a household member, other than a personal care attendant, shall be deemed to be a guest.

**(C) Personal Care Attendant**

In the event Tenant or a household member has a disability and as a consequence of that disability requires the services of a full-time, live-in personal care attendant, any such personal care attendant, who is not paid for the fair value of his or her services to the disabled person, must be approved as an additional household member pursuant to Section XII of this lease prior to his or her residing in the leased premises. Any such full-time, live-in personal care attendant, who is to be paid for the fair value of his or her services to the disabled person, shall be screened in the same manner as an applicant for public housing and, if he or she is found to be qualified, he or she may reside in the premises without being added as a household member but at LHA's request shall verify that he or she is working full-time as a personal care attendant for the disabled person and is receiving wages for the fair value of these services.

**(D) Remaining Members of a Household**

In the event that Tenant ceases to occupy the leased premises, one or more remaining members of Tenant's household may be given permission for continued occupancy, provided that: (1) Tenant is not relocating to public or assisted housing elsewhere and is current in his or her financial obligations to LHA and is not subject to eviction proceedings; (2) the remaining members of the household are eligible and qualified for public housing and (excepting a newborn of a household member) have resided in the leased premises for at least one year, and; (3) at least one adult member (or emancipated minor member) of the household applies for and signs a new lease with LHA. In the event of divorce or separation between household members, one of whom is the Tenant, or entry of a protective order for one household member against another, a Massachusetts court with jurisdiction may determine who shall be eligible for continued occupancy, and if those persons do not include the Tenant named in this lease, the Tenant shall vacate. In the event that any such remaining members of Tenant's household are approved for continued occupancy, if the size of the leased premises is no longer appropriate for the household, such remaining members shall transfer to a smaller unit if and when offered by LHA.

**(E) Other Legal Use of the Leased Premises**

With the LHA's prior written approval, Tenant and household members may engage in legal profit-making activities which are incidental to the primary use of the unit as a private dwelling if suitable general liability insurance coverage is provided insofar as LHA shall deem it necessary, and if the activities will: (i) not be likely to cause any disturbance or inconvenience to neighbors; (ii) comply

with any applicable zoning and any applicable federal, state or local licensing requirements; (iii) not significantly increase utility or water consumption (unless Tenant separately pays for utilities); and (iv) not result in any other additional expense to LHA. At any time LHA may withdraw permission if any of these conditions are violated.

**(F) Appropriate Unit Size: Maximum Persons**

The leased premises are to be considered of appropriate unit size so long as Tenant, other household members, and any full-time, live-in personal care attendant, who are the opposite sex, age eight (8) or over, excepting husband and wife (or those living as husband and wife), do not have to share a bedroom, and so long as no more than two (2) persons share any bedroom. Husband and wife (or those in a similar living arrangement) must share a bedroom as must same sex household members. Persons of the opposite sex, age eight (8) or over, may share a bedroom at the Tenant's irrevocable election, and if such an election is made the leased premises will be deemed to be of appropriate unit size even if a bedroom is so shared.

Exceptions may be made under applicable regulations or authorizations of the Department. In no event shall Tenant permit more occupants than the number of occupants permissible under the provisions of the State Sanitary Code to occupy the leased premises. In no event shall Tenant request authorization of a household with members in excess of such number of permissible occupants.

**Section VI. TRANSFERS**

**(A) Decreases in Household Size**

In the event that the size of Tenant's household decreases by one or more members and as a consequence the leased premises are no longer of appropriate unit size, unless an exception is provided by law, upon availability of a smaller unit of appropriate unit size, LHA shall offer to lease such unit to Tenant who shall have thirty (30) days within which to sign a new lease and to move to the unit of appropriate unit size. Following expiration of thirty (30) days, Tenant shall vacate the leased premises.

**(B) Increases in Household Size**

In the event that one or more household members are added to this lease as provided in Section XII and as a consequence the appropriate unit size for the household increases, LHA shall approve an application to transfer the household to a larger unit of appropriate unit size upon availability provided that: (1) there are and have been no serious violations of the lease within the preceding two (2) years; (2) Tenant is current in rent, charges and fees owed to LHA; and (3) Tenant is not subject to eviction proceedings or to the terms of an agreement for judgment in a prior eviction proceeding.

**(C) Transfers for Modernization Work**

In the event modernization work is to be undertaken involving the leased premises, LHA shall give written notice about the work and offer to transfer Tenant's household to another unit of appropriate unit size upon availability. Upon notice of availability of such a unit, Tenant shall have thirty (30) days within which to sign a lease for and to move to the other unit. Following expiration of thirty (30) days from the notice of availability, Tenant shall vacate the leased premises.

**(D) Other Reasons for Transfer**

LHA may approve an application for transfer pursuant to applicable state regulations or authorization of the Department.

**Section VII. HAZARDOUS CONDITIONS**

**(A) Report and Repair of Hazardous Conditions**

If, as a consequence of damage to the leased premises or the building of which it is part, conditions are created which are imminently hazardous to the life, health, or safety of the Tenant's household, Tenant shall immediately report the conditions to LHA. LHA shall make its best efforts to repair the damage within a reasonable time and shall prioritize such repairs in its repair schedule. If the damage was caused by Tenant, other household member or guest the cost of repairs shall be charged to and paid by Tenant.

**(B) Temporary Alternative Accommodations During Prolonged Repairs**

If such imminently hazardous conditions exist, LHA shall offer alternative temporary accommodations in an appropriately sized vacant unit, if available, in the event that repairs necessary to correct the hazardous conditions cannot be made within a reasonable time, provided that the damage was not caused by Tenant, other household member or guest. Tenant shall have the same obligations, including the same rental obligation, for these temporary accommodations as for the leased premises but shall move back to the leased premises forthwith upon notice that necessary repairs have been made.

**(C) Abatement of Rent During Prolonged Repairs**

If such imminently hazardous conditions exist, LHA shall abate Tenant's rent for the leased premises by a percentage commensurate with the percentage loss in its value as a dwelling provided that: (1) repairs necessary to correct the hazardous conditions cannot be made within a reasonable time; (2) Tenant has not been notified that alternative temporary accommodations are available; and, (3) the damage was not caused by Tenant, other household member or guest.

## Section VIII. LHA OBLIGATIONS

LHA has the following obligations:

### (A) Initial Condition of Leased Premises

To deliver the leased premises in decent, safe and sanitary condition at initial occupancy in conformity with the requirements of Chapter II of the State Sanitary Code.

#### (I) Heat

To provide and maintain in good condition a heating system and to supply legally requisite heat during the period from September 15 through June 15 of each year, unless the Tenant is required to supply heating fuel and fails to provide adequate fuel or is otherwise responsible for the lack or inadequacy of heat.

#### (C) Hot Water

To provide and maintain in good condition a hot water heater and to supply legally requisite hot water in sufficient quantity and pressure for ordinary use unless the Tenant is required to supply the fuel and fails to provide adequate fuel or is otherwise responsible for the lack or inadequacy of hot water.

#### (D) Extermination

To provide extermination services as necessary. Tenant may be charged for special extermination services required as a consequence of Tenant's failure to keep the leased premises in a clean and sanitary condition or failure to properly prepare the leased premises for scheduled extermination services.

#### (E) Maintenance of Structural Elements

To maintain the structural elements of the building containing the leased premises.

#### (F) Maintenance of Common Areas

To maintain the common areas of the building open to the household.

#### (G) Appliances

To provide a stove and the following additional appliances if any, in safe condition and working order at initial occupancy:

(Specify any additional appliances to be provided by LHA)

#### (H) Locks

To provide new door locks or rekeyed door lock cylinders at the beginning of the tenancy, and thereafter to rekey door lock cylinders within a reasonable time of Tenant's request and at Tenant's expense. To rekey locks promptly upon request of a household member who has obtained a restraining order which is in force against another household member on account of domestic violence and waive charges for the cost where circumstances warrant.

#### (I) Notice of Tenant's Right to Grieve

To notify Tenant in writing of the specific grounds for any proposed adverse action against Tenant by LHA and to notify Tenant of Tenant's right to request a grievance hearing and the process to be used in circumstances where the Tenant has a right to such a hearing if requested.

#### (J) Emergency Repairs

To use best efforts to make emergency repairs or otherwise correct conditions which are imminently hazardous to the life, health or safety of Tenant or other household members within a reasonable time after receiving notice and to take other measures specified in Section VII regarding hazardous conditions.

#### (K) Non-emergency Repairs

To use best efforts to complete all reasonably required non-emergency repairs of the leased premises within a reasonable time after receiving notice.

#### (L) Confidentiality of Records

To preserve the confidentiality of records of Tenant and other household members in accordance with and to the extent provided by 760 CMR 8.00 and other applicable law.

#### (M) Respect of Tenant's Right to Join a Tenant Organization

To respect Tenant's right to organize and/or join a tenant association and/or a tenant organization.

#### (N) Copies of Rules

Notify Tenant of changes in pertinent rules, policies and regulations affecting the Tenant's tenancy and provide, after a request by Tenant, copies of any such rules, policies and regulations, provided that there may be a charge for such copies if the Tenant has previously been provided with the material.

#### (O) Prompt Redetermination of Rent

To redetermine rents promptly at the time of annual redetermination and at the time of any interim redetermination as provided in Section IV and to take appropriate steps to obtain verification of increases or decreases in income promptly.

#### (P) Prompt Processing of Applications for Transfer

To process applications for transfer promptly.

#### Prompt Processing of Applications to Add a Household Member

To process applications which seek to add a household member promptly and to determine the qualification of each such proposed household member pursuant to 760 CMR 5.00 promptly.

#### (R) Eviction Proceedings Against Others

To commence eviction proceedings against another tenant if LHA deter-

mines that such proceedings are warranted under the circumstances and likely to succeed against other such tenant on account of behavior by such tenant, other household member or guest which has jeopardized the health or safety of Tenant or other household member named in this lease.

#### (S) Assistance to Victims of Domestic Violence

To provide assistance which the LHA may determine to be reasonable and appropriate to a household member who is a victim of domestic violence.

## Section IX. TENANT'S OBLIGATIONS

Tenant has the following obligations which are material conditions of Tenant's tenancy:

### (A) Payment of Rent

To pay rent as provided in Sections II and IV.

### (B) Payment for Utilities

To pay the cost of any utilities specified in Section III and to provide sufficient fuel for heat and hot water if provision of fuel is Tenant's responsibility pursuant to Section III.

### (C) Transfer

To transfer to a unit of appropriate unit size because of decreases in household size as provided in Section VI (A) or because of modernization work as provided in Section VI (C).

### (D) Proper Conduct on Housing Authority Property

To conduct himself/herself, (and to cause each other household member and any guest of Tenant or of another household member to conduct themselves) in a peaceful manner and in a manner which will not injure, endanger, harass or disturb other residents, LHA employees, or other persons lawfully on the LHA's property.

### (E) No Threats, Harassment or Nuisance

To refrain from (and to cause each household member and guest to refrain from) unlawful threats or harassment directed against LHA's officers or employees, other residents and others lawfully on the leased premises or on LHA property. To create or maintain no nuisance (and to cause each household member and guest to create or maintain no nuisance) in the leased premises or on LHA property.

### (F) No Crimes On or Near the Leased Premises

To refrain from (and to cause each household member to refrain from) any and all criminal conduct in the leased premises, on LHA property or in its vicinity (1) which interferes with or threatens to interfere with the rights of other persons to live quietly, securely and peacefully, (2) which adversely affects or threatens to adversely affect the health, safety, or quality of life of other persons, including LHA officers and employees, residents and others lawfully on the property or in its vicinity, or (3) which adversely affects or threatens to adversely affect the security of property owned by others, including the LHA, its officers and employees, residents and others lawfully on the property or in its vicinity. Such criminal conduct shall also include but not be limited to the criminal conduct specified in Sections X (E) (2) and (3) of this lease.

### (G) No Serious Crimes Outside Housing Authority Property

In addition to the foregoing obligation to refrain from criminal activity in the leased premises and on LHA property and its vicinity, to refrain from and to cause each household member to refrain from commission of any serious criminal act which involves: (1) violence against any other person, even if not on LHA property or in its vicinity, (such a crime includes but is not limited to murder, attempted murder, assault and battery with a dangerous weapon, robbery, rape, and indecent assault); (2) sexual misconduct with a child; or (3) the sale or distribution of a controlled substance.

### (H) No Disturbances or Loud Noise

To refrain from (and to cause each household member and guest to refrain from) making or creating loud noise or noises, which unreasonably disturb or are likely to unreasonably disturb neighbors, including the LHA's employees. As part of this obligation, Tenant shall refrain (and shall cause each household member and guest to refrain) from playing televisions, radios, CD players, tape players, musical instruments, and the like at a high volume which unreasonably disturbs or is likely to unreasonably disturb neighbors. Tenant shall refrain from and shall cause household members and guests to refrain from holding parties or group gatherings in the leased premises which unreasonably disturb or are likely to unreasonably disturb neighbors. Tenant shall refrain from and shall cause household members and guests to refrain from making loud noise in common areas, roadways, parking areas or elsewhere on or in the vicinity of LHA's property which unreasonably disturbs or is likely to unreasonably disturb neighbors, including but not limited to: (1) unnecessarily noisy operation of any motor vehicle including the operation of any motor vehicle without a working muffler, (2) unreasonably loud indoor or out-of-door parties or gatherings, (3) unreasonably loud or raucous individual behavior, and (4) other activities or behavior which create disturbance or unreasonably loud noise. Tenant shall immediately take effective measures to bring his or her own behavior and the behavior of household members and guests into compliance with this subsection upon request of

### **Section XIII. REASONABLE ACCOMMODATION OR MODIFICATION ON ACCOUNT OF A DISABILITY**

The LHA is obligated to make reasonable accommodations and reasonable modifications for persons with disabilities. If Tenant or a household member has a disability and, on account of this disability, in order to have equal opportunity to use and enjoy the leased premises or the public or common use areas or to participate fully in the LHA's programs, activities, or services, needs a reasonable accommodation in LHA's rules, policies, practices or services, or needs a reasonable modification of the leased premises or public or common use areas, the Tenant or household member, or person acting on behalf of the Tenant or household member, may request a reasonable accommodation or a reasonable modification. Within a reasonable time following verification, as needed, of the existence of a disability and the disability-related need for an accommodation or modification, the LHA shall provide an accommodation or modification that is reasonable under the circumstances, including the availability of funds.

### **Section XIV. INSPECTIONS**

#### **(A) Pre-occupancy Inspection**

Prior to occupancy LHA and Tenant (or Tenant's designated representative) shall inspect the leased premises; following the inspection LHA shall provide Tenant with a written statement of condition describing the condition of the leased premises and any appliances in it. The statement of condition shall be signed by both LHA and Tenant (or Tenant's designated representative) prior to occupancy.

#### **(B) Periodic Inspections**

LHA may conduct periodic inspections of the leased premises. Tenant shall receive advance notice as provided in Section XV and shall receive a written copy of the results of each such inspection.

#### **(C) Termination Inspection**

Upon termination of occupancy, LHA and Tenant (unless Tenant vacates without notice or refuses to participate or to designate a representative) shall inspect the leased premises and LHA shall provide Tenant with a written statement of condition which shall list any damage or destruction, apart from reasonable wear and tear. LHA shall at such time or thereafter submit a bill to Tenant for the reasonable charges for repairs and replacements required to put the leased premises in as good condition as the condition reflected by the original statement of condition (as it may have been modified as a result of modernization), reasonable wear and tear during occupancy by Tenant excepted. Following receipt of the bill, Tenant shall forthwith pay such charges.

### **Section XV. ACCESS TO THE LEASED PREMISES BY LHA**

#### **(A) Access for Non-Emergency Repairs, Maintenance or an Inspection**

LHA may enter the leased premises at reasonable times to perform non-emergency repairs, maintenance or modernization work or to conduct an inspection, and in the absence of an agreed time shall give Tenant at least forty-eight (48) hours advance notice of the time and purpose of entry.

#### **(B) Access for Requested Repairs or Maintenance**

In the event of repairs and maintenance in response to a request by Tenant, in the absence of an agreed time, LHA shall give Tenant reasonable notice prior to entry, given, whenever possible, at least on the day prior to entry.

#### **(C) Access for an Emergency**

If LHA has reasonable cause to believe that an emergency exists endangering life or property which requires immediate action, LHA shall give Tenant whatever reasonable notice which the circumstances may permit before accessing the leased premises to deal with the emergency.

#### **(D) Access Where No Adult Present**

If at any time LHA shall have entered the leased premises and if no adult household member shall have been present, LHA shall leave a written notice specifying the time and reason for access and any work performed or measures taken.

### **Section XVI. PERSONAL PROPERTY**

#### **(A) Insurance of Personal Property By Tenant**

Tenant shall be responsible for insuring personal property belonging to Tenant, other household members and guests against theft or other casualty.

#### **(B) Removal of Personal Property**

Upon termination of this lease and the departure of Tenant, Tenant shall immediately remove all personal property belonging to Tenant and to other household members or guests from the leased premises and from LHA property.

#### **(C) Personal Property Left on Termination of Lease**

Any personal property belonging to Tenant, other household members or guests, which is not removed from the leased premises and from LHA's property following the termination of the lease and departure of Tenant, shall be treated as abandoned and may be disposed of by LHA. Tenant shall be responsible for and shall reimburse LHA for costs for moving, storage and disposal of personal property following termination of this lease.

### **Section XVII. NOTICES**

#### **(A) Notices to Tenant**

A notice of termination of lease, notice to quit, notice of voiding lease or notice of apparent abandonment shall be given to Tenant as follows:

(1) in writing; and

(2) (a) given to Tenant in hand; or

(b) sent by certified mail, return receipt requested, to the Tenant at the address of the leased premises or such other mailing address provided by Tenant to LHA or

(c) given to any person answering the door to the leased premises with a copy mailed to Tenant by regular first class mail; or

(d) placed under or through the door to the leased premises with a copy mailed to Tenant by regular first class mail in the event no person answers at the door to the leased premises; or

(e) by service by a constable or a deputy sheriff in the manner provided for service of civil process.

Other notices to Tenant shall be sufficient if in writing and sent by regular first class mail or hand delivered to the leased premises.

#### **(B) Notices to LHA**

Any notice to LHA shall be sufficient if:

(1) in writing; and

(2) (a) sent by certified mail, return receipt requested to LHA at its office; or  
(b) hand delivered to LHA's office during regular business hours.

### **Section XVIII. COMPLIANCE WITH REGULATIONS OF THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

The Department of Housing and Community Development has promulgated and may promulgate regulations regarding the terms and conditions of public housing. Insofar as applicable LHA and Tenant shall comply with the Department's regulations and any authorizations or waivers issued pursuant thereto. LHA shall post and keep posted in a conspicuous place in its central office and, if practical, in each development a copy of the applicable regulations although absence of posting shall not affect their enforceability.

### **Section XIX. COMPLIANCE WITH LHA'S RULES AND POLICIES**

LHA has adopted or may adopt reasonable rules and policies for the benefit and well being of the housing development, of which the leased premises are a part, and for the benefit of the tenants of the housing development. Compliance with LHA's rules and policies, is a material condition of tenancy. Tenant, other household members and guests shall comply with such rules and policies. Substantial violation of any rule or policy shall be cause for termination of this lease and eviction. LHA shall post and keep posted in a conspicuous place in its central office and, if practical in each development a copy of all rules and policies which affect the rights, status, duties or welfare of Tenant and other household members, although absence of posting shall not affect their enforceability. Upon request Tenant shall without charge, be provided one copy of applicable rules, policies or regulations. LHA may charge for additional copies.

### **Section XX. Changes**

This lease represents the entire agreement between LHA and Tenant. No changes, additions or deletions from this lease shall be made except by a written amendment or addendum signed by LHA and Tenant, provided that changes, additions or deletions required by state or federal law, including state or federal regulations, shall be effective following at least thirty (30) days advance written notice to Tenant of the changes, additions or deletions.

### **Section XXI. Additional Provisions**

This lease is executed in two counterparts, one of which shall be retained by LHA and one of which shall be retained by Tenant. The headings are for convenience of reference and do not constitute part of the lease. Additional provisions (if any) shall be set out in amendment(s) or addenda which shall specifically make reference to this lease.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_

Tenant Signature:

(Print Name(s))

LHA Signature:

**Manchester Housing Authority, Inc.**

(Print Name and Title)

applicable regulations or authorization, provided that LHA may provide an exemption for up to six (6) months if Tenant can establish hardship which prevents an earlier relocation of the household to unsubsidized housing.

(8) Failure by the Tenant or a household member to supply complete and accurate information necessary for a rent determination or for a determination of eligibility for continued occupancy. Failure by Tenant or a household member to provide requisite authorization for verification of eligibility, income, employment and household composition. Failure to provide a social security number as required in Section IX (Y), or to participate in a wage, tax or bank match as required in Section IX (Y).

(9) Failure to supply complete and accurate information in Tenant's application for public housing or in a request for a priority or preference status or in the documentation submitted in support of Tenant's application for public housing, or request for a priority or preference status, if complete and accurate information would have provided: (a) cause for finding Tenant ineligible or unqualified for public housing; (b) cause for determining Tenant not entitled to the priority or preference status which Tenant received; (c) cause for housing Tenant in a smaller unit; or (d) cause for establishing a materially higher rent.

(10) Failure to sign a lease, lease amendment or lease addendum containing lease provisions authorized by the Department or required by applicable regulations or by applicable law; failure to sign lease provisions required by changes in size or income of Tenant's household.

(11) Failure to vacate in the event of a decrease in household size, as provided in Section VI (A), or in the event of modernization work, as provided in Section VI (C).

(12) Failure by Tenant or by a household member to physically occupy the leased premises as his or her primary residence for at least nine (9) months in any twelve (12) month period except as provided in Section V (A).

(13) A guest's staying overnight for more than a total of twenty-one (21) nights in a twelve (12) month period without LHA's written approval.

(14) Repeated failure by Tenant to report the length of the stay of an overnight guest within a reasonable time following the stay.

(15) Breach or violation by Tenant or a household member of any one of the other obligations set out in Section IX of this lease.

(16) Other good cause.

#### **(D) LHA's Notice of Termination of Lease**

Prior to terminating this lease and the underlying occupancy of Tenant and Tenant's household members, LHA shall give to Tenant a written notice of termination of lease which precedes the date of termination by:

(1) at least fourteen (14) days in the case of failure to pay rent;

(2) a reasonable time considering the seriousness of the grounds for termination (but not to exceed fourteen (14) days) when the grounds (other than non-payment of rent) are such that no grievance hearing is required; or

(3) no less than thirty (30) days in any other case.

The notice of termination of lease shall state the reason for termination of the lease. It may include a notice to quit. If Tenant is entitled to a grievance hearing under subsection (E) of this section, the notice of termination of lease shall specify that, within seven (7) days following the date on which notice is given, Tenant has the right to request such a hearing and shall specify the process to be used in making the request.

#### **(E) Administrative Hearing Prior to Lease Termination in Certain Instances**

If LHA shall give notice of termination of lease to Tenant, within seven (7) days after the notice has been given, the Tenant may request a grievance hearing regarding whether good cause exists for terminating the lease, except that pursuant to M.G.L. c.121B, §32 no grievance hearing shall be required:

(1) in the event of nonpayment of rent

(2) in the event LHA has reason to believe that Tenant or a household member:

(a) has unlawfully caused serious physical harm to another tenant or an employee of LHA or any other person lawfully on LHA's property.

(b) has unlawfully threatened to seriously physically harm another tenant or an employee of LHA or any person lawfully on LHA's property.

(c) has unlawfully destroyed, vandalized or stolen property of a tenant or of LHA or of any person lawfully on LHA's property, if such conduct creates or maintains a serious threat to the health or safety of a tenant, an LHA employee, or any other person lawfully on LHA's property.

(d) has unlawfully possessed, carried, or kept a weapon on or adjacent to LHA's property in violation of M.G.L. c. 269, §10.

(e) has unlawfully possessed or used an explosive or incendiary device on or adjacent to LHA's property or otherwise violated M.G.L. c. 266, §§ 101, 102, 102A, 102B.

(f) has unlawfully possessed, sold, or possessed with intent to distribute a class A, B or C controlled substance, as defined in M.G.L. c. 94C, §31, on or adjacent to LHA's property.

(g) has engaged in other criminal conduct which seriously threatened or endangered the health or safety of any member of a tenant household, employee of

LHA, or any person lawfully on LHA's property.

(h) has engaged in behavior which would be cause for voiding this lease pursuant to the provisions of M.G.L. c. 139, §19.

(3) in the event LHA has reason to believe that a guest of Tenant or a guest of another household member has engaged in any of the behavior listed in paragraph (2) and that Tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct.

#### **(F) Procedure at a Grievance Hearing on Lease Termination**

A written request for a grievance hearing shall be made by Tenant to the LHA within seven (7) days after notice of termination of lease has been given to Tenant. The grievance hearing shall be held pursuant to LHA's grievance procedure.

LHA shall schedule a grievance hearing within thirty (30) days from receipt of the request for a hearing and at least fifteen (15) days prior to the date of termination set out in the notice of termination. Reasonable notice shall be given to Tenant.

In cases where Tenant has properly requested a grievance hearing, LHA shall not institute an action for summary process pending the hearing and a decision in LHA's favor or other disposition without a decision on the merits.

At the grievance hearing any additional reason for termination of the lease, which arose subsequent to the date of the notice of termination of lease, shall be considered so long as LHA gives Tenant written notice of the additional reason, not less than three (3) days before the hearing or, if a reason for eviction shall have arisen within such three (3) day period, a subsequent session of the hearing may be scheduled on not less than three (3) days notice to consider such additional reason.

#### **(G) Summary Process Court Actions**

If a grievance hearing is not required or is not requested, after the expiration of the deadline in the notice of termination of lease or notice to quit, if Tenant and Tenant's household members have failed to vacate, LHA may institute an action for summary process or other appropriate judicial action. If the decision following a grievance hearing is in LHA's favor or if there is a disposition without a decision on the merits and the deadline in the notice of termination of lease or notice to quit has expired but Tenant or any of Tenant's household members has failed to vacate, LHA may institute an action for summary process or other appropriate judicial action.

## **Section XI. DELETION OF A HOUSEHOLD MEMBER FROM THE LEASE**

Tenant may delete a household member named in Section I of this lease or in a lease addendum by a written lease addendum signed by Tenant and LHA. In the event that the conduct of a household member is such as to constitute cause for termination of the lease under Section X, but LHA in its sole discretion determines that eviction of Tenant is not required so long as the misbehaving household member ceases occupancy in the leased premises, LHA may request that Tenant delete the household member as a person authorized to live in the leased premises. A request by LHA for deletion shall specify the reason why deletion is requested. Notwithstanding a request to delete a household member, LHA may issue a notice of termination of lease on account of the same conduct of the household member about which a request for deletion is made. In the event a household member has been deleted at the request of LHA, Tenant shall not permit such person to be a guest thereafter.

## **Section XII. ADDITION OF A HOUSEHOLD MEMBER TO LEASE**

LHA Approval of an Additional Member Required Prior to Occupancy

Before any person not named in this lease may be added as a household member, Tenant and the person involved shall have applied in writing to LHA for approval of a household including such person and LHA shall have approved the application. The enlarged household shall meet all applicable eligibility requirements for a household initially applying for housing except income shall be within the limit for continued occupancy. Before approving a household including an additional person age ten (10) or older as a member LHA shall screen him or her as an applicant for public housing and shall determine him or her to be qualified. Upon such approval, Tenant and LHA shall sign a new lease or a written lease addendum naming the person as an additional household member. Unless and until a new lease or a written lease addendum has been signed, the person applying to be added as a household member, shall not occupy the leased premises except under the restrictions applicable to guests. In the event of the birth of a child to Tenant or a household member, LHA shall approve an enlarged household including any such child. Except as may be permitted by applicable state regulations or by other applicable law or authorization, the leased premises shall be of appropriate unit size for the household including the additional person. In no event shall Tenant's household exceed the maximum number of occupants permissible for the leased premises under the provisions of the State Sanitary Code.

an officer or employee of LHA or any other person.

(I) Maintaining Clean and Sanitary Condition of Leased premises

To keep (and to cause each household member and guest to keep) the leased premises in a clean and sanitary condition and promptly to remedy any lack of cleanliness or lack of sanitary condition. Tenant shall not create any condition which is likely to attract rodents or insects, to cause offensive odors, or to endanger the health of any person. Tenant and household members shall comply with all applicable obligations imposed upon them by the State Sanitary Code.

(J) Disposal of Garbage and Trash

To dispose (and to cause each household member and guest to dispose) of all garbage, trash and refuse properly in accordance with rules established by LHA and in compliance with state and local law. Prior to disposal Tenant shall keep garbage, trash and refuse in secure bags or containers in a manner which will not attract rodents or insects or cause offensive odors.

(K) Maintaining Safe Condition of Leased Premises

To keep (and cause each household member and guest to keep) the leased premises in safe condition. There shall be no storage of flammable liquids or hazardous substances in the leased premises or elsewhere on LHA's property, unless such liquids or substances are normal household items and are properly stored. No hazardous waste of any sort shall be stored in the leased premises, and all hazardous waste, including used motor oil, shall be properly disposed of by the Tenant.

(L) Use and Care of Plumbing and Other Utility Services

To use (and to cause each household member and guest to use) the plumbing fixtures and plumbing and all other utility services properly and solely for their intended uses; not to dispose (and to cause each household member and guest not to dispose) of any oil, hazardous wastes, garbage (excepting garbage processed through a garbage disposal), or trash through the drains or the toilet. Tenant, household members and guests shall not tamper with or attempt repairs to the wiring, gas lines or plumbing and shall not overload electrical circuits or extension cords. All lamps and electrical appliances belonging to Tenant or a household member shall be properly wired. In the event electrical, gas or plumbing repairs to the leased premises shall be necessary, Tenant shall not attempt such repairs but shall immediately notify LHA about the need for repairs. Tenant, household members, and guests shall use any elevator and any common appliance properly.

(M) Damage

To refrain from damaging (and to cause each household member and guest to refrain from damaging) the leased premises or any other property of LHA. In the event damage occurs Tenant shall promptly notify LHA about the damage and the cause of the damage.

(N) Payment for Damage

To pay the cost of labor and materials reasonably necessary to repair or replace property of LHA lost, removed, damaged or destroyed by the negligence or the intentional act of Tenant, other household member or guest; to pay all costs resulting from misuse of the plumbing or other utility service or from misuse of an elevator or a common appliance; and to make such payment within thirty (30) days following Tenant's receipt of an itemized bill from LHA, which may post a list of reasonable standard charges for repair of damage.

(O) Pets Policy

Not to keep any pets or other animals and not to permit pets or other animals to be kept in the leased premises or elsewhere on LHA property on a temporary or permanent basis, excepting reasonably quiet birds in cages or fish in tanks, without the written permission of LHA in accordance with its rules or policies.

(P) Major Appliances and Heavy Items

Not to install or operate any major appliances (such as washers, dryers, air conditioners or freezers) or any heavy items (such as waterbeds) without the prior written approval of LHA in accordance with any applicable rules or policies.

(Q) Rules, Policies and Regulations

To comply with the rules and policies (and to cause each household member and each guest to comply with the rules and policies) established by LHA for the housing development of which the leased premises are a part pursuant to Section XX; and to comply with applicable regulations of the Department.

(R) Alterations to the Leased Premises

To make (and to cause each household member or guest to make) no alterations or additions to the interior of the leased premises or to the exterior of the building containing the leased premises or to the grounds without the prior written approval of LHA. An approved alteration or addition which cannot be removed without damage to the leased premises, building or grounds shall not be removed and shall become the property of LHA at the time when Tenant vacates, unless Tenant shall first have deposited with LHA sufficient funds to pay for any damage resulting from removal and shall have received the written consent of LHA to the removal.

(S) Guests

To oversee and supervise the conduct of all guests of Tenant and other

household members and to permit overnight guests only in accordance with and subject to the provisions of Section V(B).

(T) Use and Occupancy of the Leased Premises

To use and occupy the leased premises only in accordance with the provisions set out in Section V.

(U) Vacating the Leased Premises

To vacate promptly upon termination of the lease and to leave the leased premises clean, free of garbage and trash and in as good a condition as exists at the time of commencement of the lease or at the time of a subsequent modernization, normal wear and tear, excluded.

(V) Smoke Detectors

To keep all smoke detectors in the leased premises unobstructed at all times; not to tamper with or render inoperable any smoke detector, heat detector, sprinkler, or any part of a fire detection or fire prevention system (including the removal of the battery from a battery-operated smoke detector) on LHA's property; and to notify LHA immediately of the malfunction or inoperability of any smoke detector in the leased premises; to replace uncharged batteries in any battery-operated smoke detector as necessary to maintain its operation or to notify LHA immediately of the need for such replacement.

(W) Access to the Leased premises

To permit access to the leased premises by LHA as provided in Section XV and not to replace, add or rekey any locks.

(X) Payment of Constable Costs and Court Filing Fees

To pay the expenses incurred by LHA as a result of Tenant's breach of any term of this lease, including filing fees, constable costs, and moving and storage costs in eviction actions commenced on account of any such breach.

(Y) Wage, Tax and Bank Match; Social Security Numbers

To participate and cause household members to participate in any wage, tax, and/or bank match system required by the Department and permissible under law and to provide upon request the information and authorizations necessary for such a wage, tax, and/or bank match. Subject to any applicable law, to provide and to cause each other adult household member to provide LHA with his or her social security number, and to authorize use of such social security number for use by LHA for verification of income and assets of the household through the Massachusetts Department of Revenue's integrated tax, wage reporting, and bank match systems or similar means of verification.

## Section X. TERMINATION OR VOIDING OF LEASE

(A) Termination by Tenant

This lease may be terminated by Tenant at any time by giving thirty (30) days advance written notice to LHA.

(B) Voiding by LHA

This lease and occupancy of the leased premises by Tenant and Tenant's household members may be annulled and made void by LHA for any of the reasons set out in M.G.L. c. 139 §19. In the event that grounds shall exist for so voiding the lease and in the event LHA shall determine to use the procedure set out in M.G.L. c. 139 §19, LHA shall give to Tenant a written notice of voiding lease, which shall state the reason for voiding the lease, prior to LHA's seeking an injunction or execution for possession in court. There shall be no grievance hearing prior to the court proceeding.

(C) Termination by LHA

This lease and occupancy of the leased premises by Tenant and Tenant's household members may be terminated by LHA for any of the following reasons:

(1) Tenant's failure to make timely payment of rent in violation of Sections II (A) and IV.

(2) Breach or violation by Tenant, a household member, or guest of any of the occupancy obligations and restrictions set out in Sections I and V.

(3) Criminal conduct, threats, harassment, or nuisance by Tenant, a household member, on LHA's property, including the leased premises, or in its vicinity, in violation of Section IX (E) and (F). This criminal conduct includes but is not limited to the criminal conduct described in Section X (E)(2) and (3).

(4) Commission of a serious crime involving violence against another person by Tenant or by a household member, even if not on LHA property or its vicinity, at any time while the lease is in effect, in violation of Section IX(G).

(5) The conduct of a guest, including a guest of a household member, if the conduct of the guest in the leased premises or on LHA property violates the provisions of this lease and the conduct would be grounds for termination of the lease if committed by Tenant and if the Tenant knew beforehand or should have known beforehand that the guest would engage in misconduct or if Tenant failed to take reasonable steps to supervise the guest.

(6) In the event that Tenant has knowledge of a court order barring a person from the leased premises or from LHA property, or in the event a household member has been deleted from the lease by Tenant at the request of LHA, the Tenant's failure to take all necessary steps to exclude the person from the leased premises.

(7) Income which exceeds the maximum allowable for a household under

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Commonwealth of Massachusetts  
**EXECUTIVE OFFICE OF HOUSING &  
LIVABLE COMMUNITIES**

Maura T. Healey, Governor ♦ Kimberley Driscoll, Lieutenant Governor ♦ Edward M. Augustus Jr., Secretary

**PHN 2025-13**

**To:** All LHA Executive Directors  
**From:** Fatima Razzaq, Acting Director Division of Public Housing  
**Re:** Amendments to 760 CMR 5.00 Effective 9/26/25  
**Date:** September 29, 2025

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Amendments to 760 CMR 5.00: Eligibility and Selection Criteria effective September 26, 2025. These amendments largely codify the regulatory changes currently in effect pursuant to EOHL's regulatory waivers allowing for centralized screening of applicant claimed priorities and preferences. A summary of the regulatory changes is below and a copy of the amended regulation is attached to this PHN.

Please note that some of the regulatory changes outlined below authorize future EOHL actions. As these changes are implemented, EOHL will issue specific guidance to LHAs.

#### **SUMMARY OF AMENDMENTS**

**1. Amendments Related to Centralized Screening of Applicant Claimed Priorities and Preferences:**

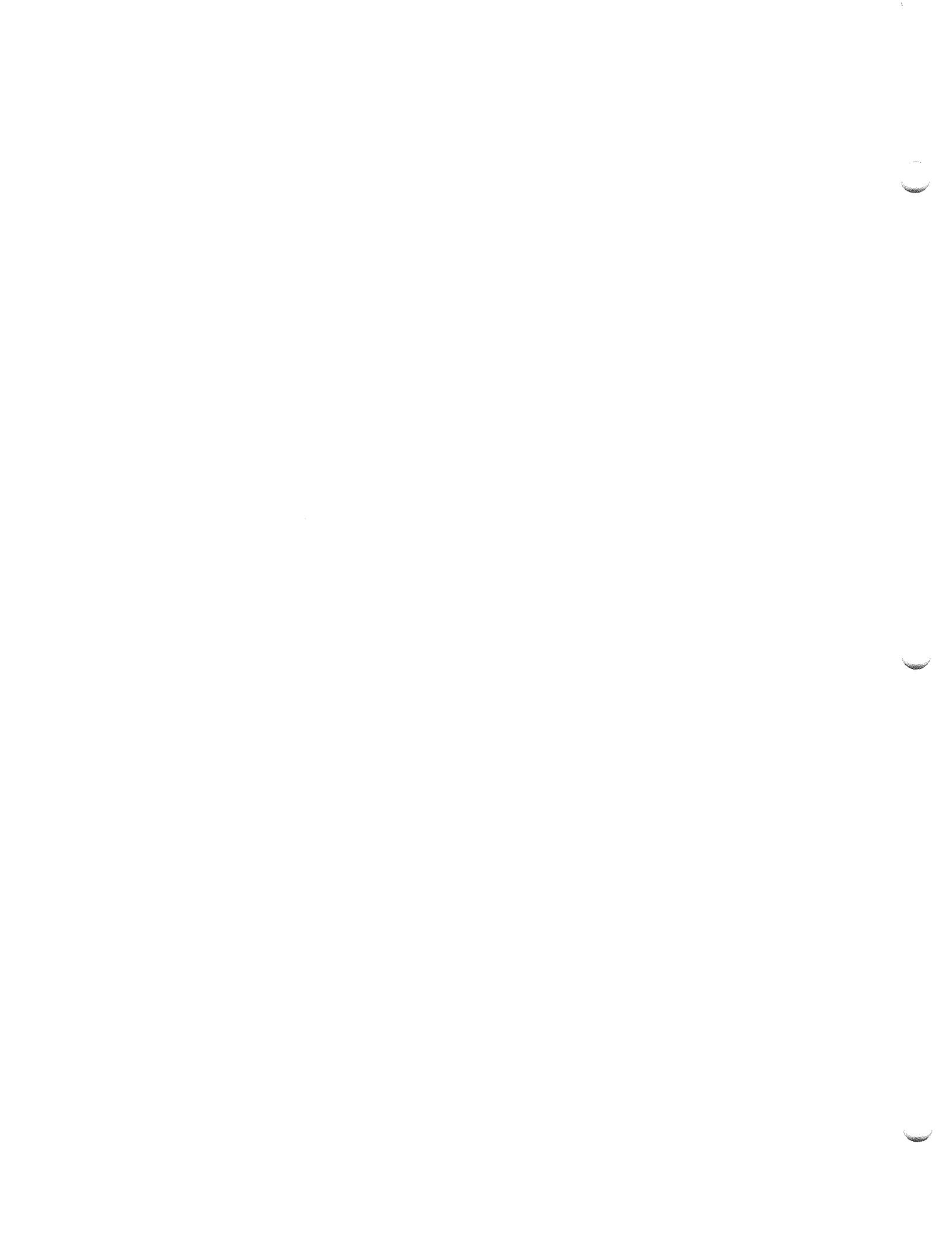
Since 2023, the Centralized Screening Office (CSO), operated by Archipelago Strategies Group (ASG), has made all priority/preference eligibility determinations pursuant to an EOHL regulatory waiver. The amendments to 760 CMR 5.00 largely codify this existing practice. A new definition of "Centralized Screening Office (CSO)" was added to 760 CMR 5.03 and the regulation was amended throughout to explain the CSO's role in the tenant selection process.

**2. New Definition of "Adult Caretaker":**

A new definition of "Adult Caretaker" was added to 760 CMR 5.03 and a corresponding change was made to the definition of "Family (Household)" to clarify that an Adult Caretaker may qualify to be a remaining household member if screened and approved by an LHA in accordance with 760 CMR 5.08.

**3. Amendments to Definition of "Homeless Applicant":**

Previously, 760 CMR 5.03 contained a single definition of "Homeless Applicant" which applied to all claimed homeless priorities. The amendments eliminate the general definition of "Homeless Applicant" and replace it with the following definitions:



- a. Homeless Applicant Displaced by Natural Forces;
- b. Homeless Applicant Displaced by Public Action (Sanitary Code Violations);
- c. Homeless Applicant Displaced by Public Action (Urban Renewal); and
- d. Other Priority situations are described in the Housing Situation Priority Policy.

By breaking the Homeless Applicant definition into separate definitions, the regulation provides a clearer explanation of what is required for Homeless Applicants claiming any of the first three priorities.

4. New Definition of "Housing Situation Priority Policy":

Previously, 760 CMR 5.00 did not contain a definition of "Housing Situation Priority Policy". Because the regulation refers to Housing Situation Priority Policy throughout, a new definition was added.

5. Amendments to the Definition of "Local Resident":

The definition of "Local Resident" contained in 760 CMR 5.03 was amended to replace reference to an undefined "principal residence" with the regulatorily defined "Primary Residence". Additionally, the definition previously **required** a homeless applicant be determined homeless in order to select a community for local resident preference. The definition has been amended to **allow an applicant who has claimed** any of the four homeless priorities to select a community for local resident preference.

6. Amendment to the Definition of "Primary Residence":

The definition of "Primary Residence" contained in 760 CMR 5.03 was amended for clarity. It now reads:

Primary Residence. A home (domicile) that all members of a household occupied with the intent to remain indefinitely or, at a minimum, for nine months.

7. Amendment to 760 5.05(1) regarding LHA Language and Disability Access Requirements:

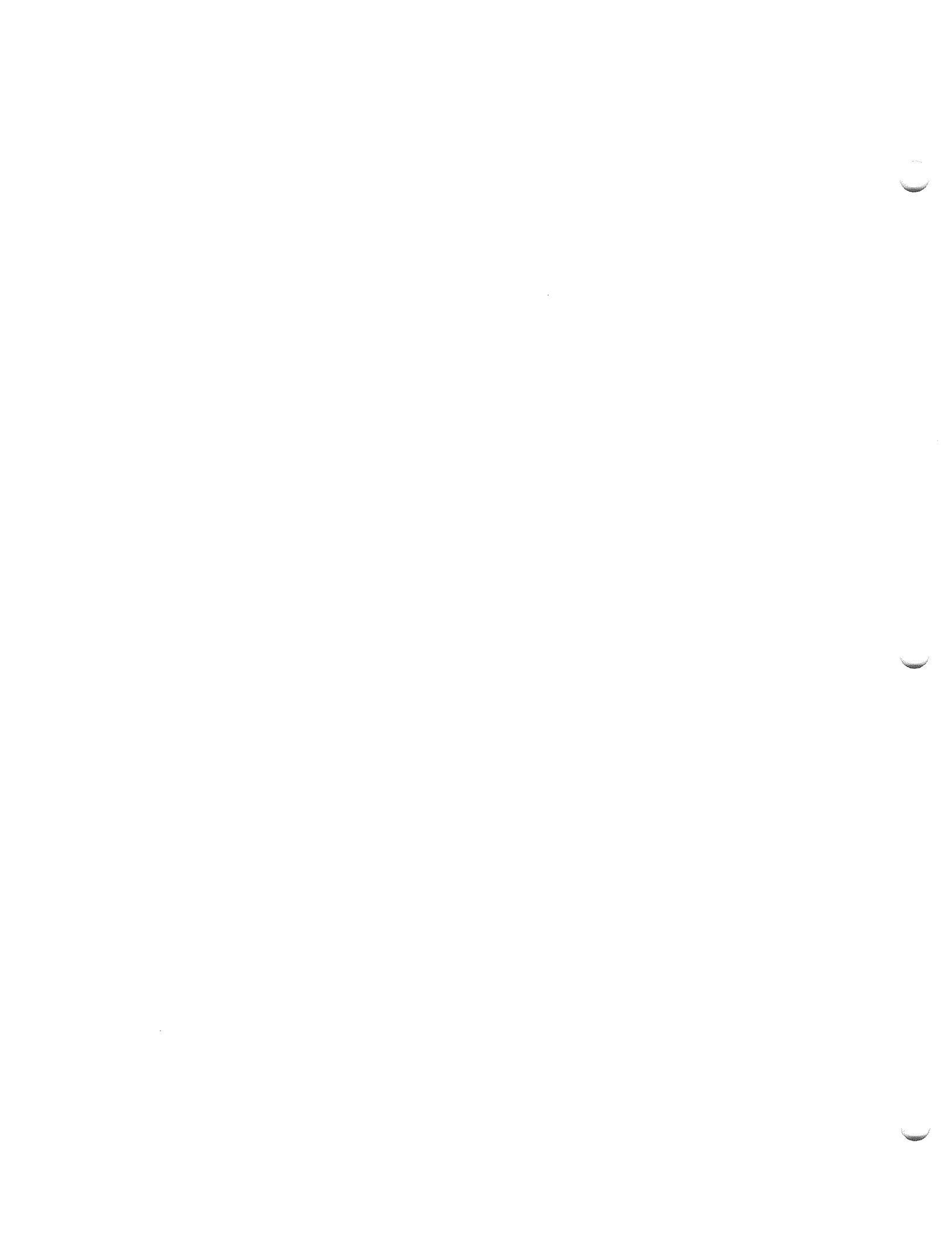
760 CMR 5.05(1) was amended to reiterate LHAs' responsibilities in providing language and disability access to applicants.

8. Amendment to 760 CMR 5.05(2) regarding Application Changes:

760 CMR 5.05(2) was amended to allow applicants to make application changes with the CSO or LHAs via telephone or email.

9. The regulation at 760 CMR 5.05(3) Sets a Maximum of 25 Housing Selections:

A new provision in the regulation was added at 760 CMR 5.05(3) that limits each applicant to 25 or fewer active housing selections on their application. The regulation allows EOHLC to raise this maximum at its election. The maximum does not apply to MRVP or AHVP.



25 or fewer active housing selections refers to the number of LHAs selected, not programs selected at LHAs. This provision will be implemented after pending CHAMP modifications. EOHLC will notify LHAs.

10. The regulation at 760 CMR 5.09(3) Sets a Limit on Priority Claims:

A new provision in the regulation was added at 760 CMR 5.09(3) that limits each applicant to claiming no more than two priorities. The regulation allows EOHLC to specify additional circumstances in which an applicant may request to claim additional priorities. For purposes of the limitation, each of the three subcategories of Priority 4 (i.e., Court Ordered Eviction, Severe Medical Emergency, Abusive Situation) count as distinct priorities. The new regulation also allows the CSO, with the consent of an applicant, to change an applicant's claimed priorities if the CSO determines that a priority category claimed by the applicant is not the highest appropriate category for which the applicant may be eligible. This provision will be implemented after pending CHAMP modifications. EOHLC will notify LHAs.

11. Amendment to 760 CMR 5.10(4)(a) Increasing Time Period for Applicant to Accept Unit Offer:

760 CMR 5.10(4)(a) was amended to increase the time an applicant has to accept a unit offer from seven to ten days.

12. Amendment to 760 CMR 5.10(4)(b) Regarding Failure of Applicant to Respond to Unit Offer:

Previously, an applicant was only removed from all waiting lists if they failed to **accept** three unit offers in a five year period. 760 CMR 5.10(4)(b) was amended so that an applicant who fails to **respond** to three unit offers in five years is removed from all waiting lists. This provision will be implemented after pending CHAMP modifications. EOHLC will notify LHAs.

13. The "regulation at 760 CMR 5.12(5) Allows EOHLC to Set Verification Timelines:

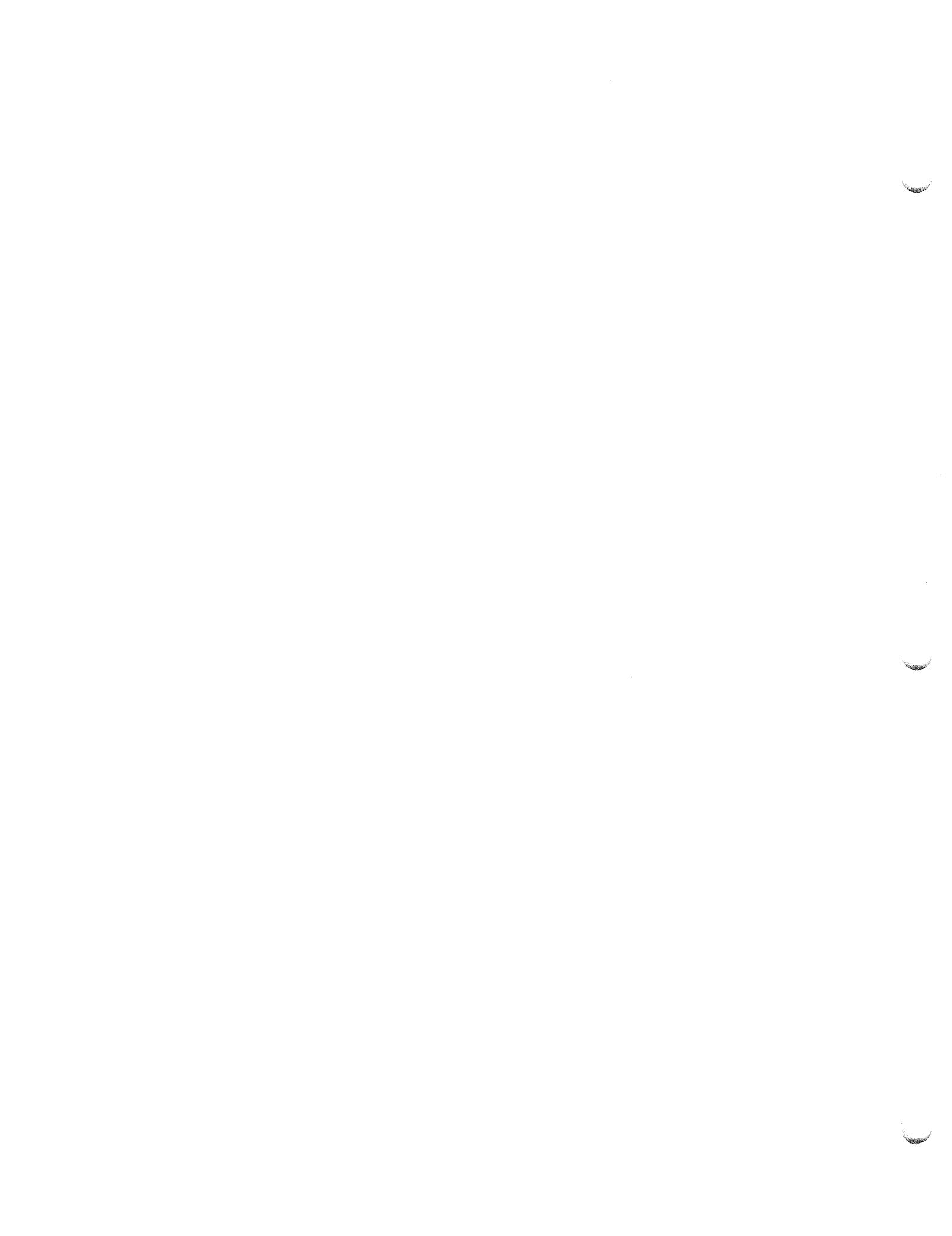
A new provision to the regulation was added at 760 CMR 5.12(5) that allows EOHLC to issue guidance setting timelines for applicant responses and completing verification.

14. Amendment to 760 CMR 5.13(4) Allowing Applicants to Request EOHLC Review by Email:

Previously, the regulation at 760 CMR 5.13(4) directed applicants to request EOHLC review of tenant selection decisions by mail. The regulation was amended to allow applicants to request EOHLC review via email.

15. Amendment to 760 CMR 5.14(1) Streamlining the Removal of Applicants from Waitlists:

760 CMR 5.15(1) was amended so that applicants who have not contacted an LHA or the CSO or logged into CHAMP for two years will have their application made inactive if they fail to respond to EOHLC correspondence within thirty days. If an applicant's application is made inactive, the applicant can have their application restored to waiting lists, in the same position it



would have been but for the application being made inactive, if they contact an LHA, the CSO, or log into CHAMP.

#### 16. Modernizing Language/Housekeeping Edits:

EOHLC used the regulatory amendment process as an opportunity to modernize some of the language used in the regulation:

- references to “the department” were replaced with “EOHLC”;
- references to “sex” were replaced with “gender”;
- references to “handicap” were replaced with “disability”;
- certain defined words that were not capitalized were capitalized for consistency; and
- an outdated term was removed from 760 CMR 5.07(3).



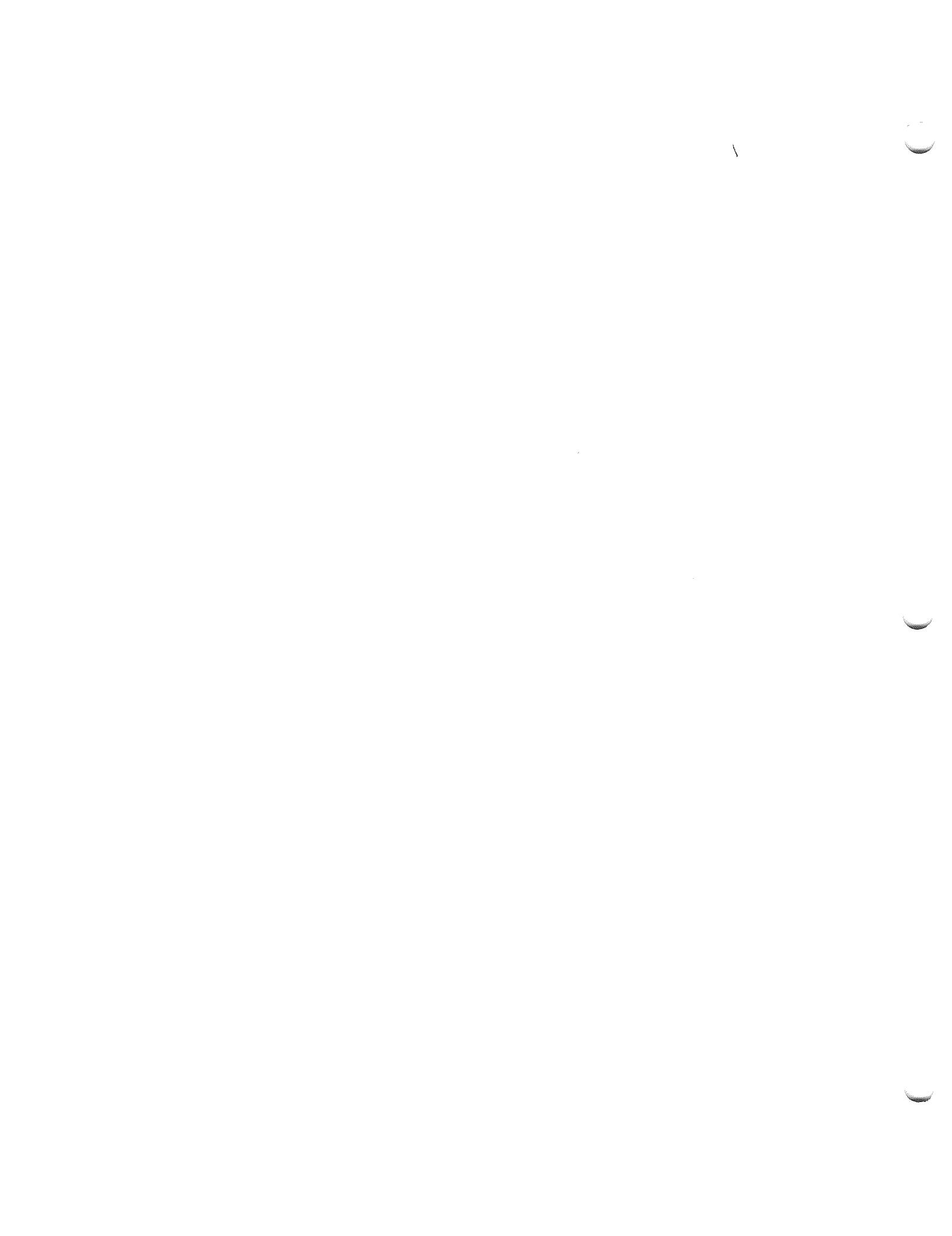
Manchester Housing Authority, Inc.

RULES AND REGULATIONS  
APPLICABLE TO OCCUPANCY OF DWELLING UNITS

667 Program and 705 Program

PURSUANT TO DWELLING LEASE SECTION 3G

1. The tenant and members of his/her household, and guests shall comply with all laws and Town ordinances affecting the use or occupation of the premises: and with all rules or regulations now or hereafter adopted by the management for the safety, comfort, and welfare of the occupants of the development, in conformance with EOCD Tenant Participation Regulations currently in effect.
2. The tenant shall not waste nor unreasonably use water or electricity. No car washing is allowed.
3. The tenant shall, at all times, keep the apartment in a clean and sanitary condition.
4. The tenant shall comply with reasonable directions of the management concerning the maintenance of grounds adjacent to the leased dwelling. In any event, it shall be the prime responsibility of the tenant: (1) to maintain in a clean and orderly manner the grounds adjacent to his/her dwelling: (2) not to construct fences on the property without the approval of management: (3) not to store business-related equipment (lobster traps, boats, etc.) on the grounds adjacent to his/her dwelling: (4) not to construct storage sheds, etc. on the property without the approval of management: (5) to keep clean from snow or ice the front, side and rear walks, steps, porches of his dwelling and the parking area. This shall be done in such a manner as not to interfere with others who are under the same obligation. This provision shall not apply to elderly developments or any household whose sole member is elderly or disabled/need special appliances and/or wheelchair.
5. The tenant shall install no new locks without the consent of the management. Duplicate keys to the locks of all exterior doors shall be securely kept at the management office.
6. The tenant shall be held strictly responsible if by their own negligence, for any loss or damage to another dwelling, as well as his/her own, resulting from the overflow of toilets, sinks, bath tubs or lavatories in his/her dwelling.
7. The tenant shall take every due precaution to prevent fires; and he/she shall store no quantity of flammable materials, in or about the premises, that would create a fire hazard. At no time shall the tenant store flammable materials of any description in the cellar space. No additional of electrical wiring to be done by tenants and/or contractors engaged by tenants without approval by management and inspection by the wiring inspector, Town of Manchester. Tenants are not to use outdoor grills on porches.
8. Sidewalks and passages or porches shall not be obstructed nor be used for any purpose other than ingress to, or egress from dwellings. Except as herein-after expressly provided otherwise, there shall be no obstruction of the common areas or common facilities, nor shall anything be stored in the common areas or common facilities except in designated trash storage areas, nor shall common areas or common facilities be used for the general storage of personal property.



9. No tenant may cause or permit anything to be painted, stained, chalked, charcoaled, crayoned, pastelled, water colored or any coloring applied to a glass surface or any window visible from the exterior of any unit, or on any exterior wall of any building or exterior surface of any wall or door of any unit, or upon any surface of any common area. No tenant may, without the prior written approval of management, affix any sign, awning, canopy, shutter, window guard, ventilator, fan or any other object to any window of any unit or decorate any exterior surface of any dwelling unit or any surface of any common area.

Notwithstanding the foregoing, any tenant may, without the prior written approval of management, affix to any window a sticker, not larger than three square inches, indicating to fire or rescue personnel the presence of a child or disabled person in the case of fire or a sticker indicating that person within the unit has been marked for identification, or any other public safety or crime prevention sticker.
10. No adhesives shall be used in laying carpets, rugs or linoleum on the floors of the tenant's dwelling unit. No nails, bolts, or screws shall be placed in the walls, floors, or trim in the premises; and no wall covering shall be placed on the walls, except of such type and in such manner be approved, in writing, by management.
11. Plumbing and electrical fixtures shall not be used for any purposes other than those for which they were designed.
12. No aerial wires of any description or television antennas shall be installed on the buildings or in the yards. Central antenna have been provided by management. No changes affecting the appearance of the exterior of any buildings or unit, including the "exclusive common areas" of any unit shall be made without the prior written consent of the management.
13. Automobiles registered to the tenants shall be parked in designated parking areas for residents. No unregistered automobiles shall be stored in parking areas.
14. Charges may be incurred on various items (lockouts, replacement of glass, screens, keys, etc. and charges for work on apartments due to negligence of tenants). Such charges are subject to change, and the tenant organization will be notified in writing pursuant to Section 7.2 of the Tenant Regulations.)
15. To avoid damage to the heating and plumbing systems during cold weather, the tenant shall notify the management at least twenty-four (24) hours in advance of the time heat is to be discontinued in the dwelling: and the tenant shall maintain heat therein until such time as the management, or its representative, has given assurance that the heat may be discontinued.
16. Damage by fire or accident affecting the unit, common areas, or common facilities or the liability of the tenants, or the authority, will be promptly reported to the authority immediately following the occurrence thereof.
17. The tenant shall be strictly responsible for compliance with all Town ordinances and other Town regulations applicable to the method of disposal of trash and garbage. The tenants shall comply with and conform to all applicable laws and regulations of the Town of Manchester and shall indemnify and hold the Manchester Housing Authority, Inc. harmless from all fines and penalties, costs and prosecutions for the violation thereof or non-compliance therewith.
18. Any consent or approval given under these rules and regulations may be added to amended, or revoked at any time with reasonable cause.



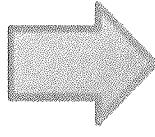
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MANCHESTER HOUSING AUTHORITY  
ORGANIZATIONAL CHART

BOARD OF COMMISSIONERS



EXECUTIVE DIRECTOR IRENE FRONTIERO



DIRECTOR OF MAINTENANCE

Chris Rodier

*Chris Rodier*  
Chris Rodier

EXECUTIVE ASSISTANT

*Susan Patrick*  
Susan Patrick



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# Manchester Housing Authority

## Abandoned Unit Policy

When some evidence exists which indicates that a tenant may have abandoned his or her unit, the LHA will take the following steps:

### **Step 1**

Staff will conduct a thorough investigation and create a written list of evidence which tends to indicate the unit has been abandoned.

Examples:

- tenant stated orally or in writing that they were moving, but never turned in the key
- tenant told a neighbor that a move was planned for a specific day or weekend
- tenant told a neighbor that a transfer to a nursing home or other facility was planned
- unit telephone service or utilities (other than cable) have been disconnected
- neighbor(s) observed tenant packing up a moving truck
- neighbors have noticed that all normal apartment activities have ceased
- letter carrier or postal worker indicates that tenant has filed a change of address

### **Step 2**

The Director will contact the Regional Attorney to discuss the list of evidence.

### **Step 3**

If the Director and Attorney agree that enough pieces of evidence exists to suggest the tenant might have abandoned the property, the director and at least one additional staff member will knock on the tenant's door. If no one responds, LHA staff will open the door.

### **Step 4**

If the unit appears to be occupied, staff will exit immediately and lock the door.

### **Step 5**

If the unit appears to have been abandoned, the LHA staff will create a detailed inventory of what they observe in the unit. Findings will be written for the file. Pictures will be taken if possible, especially if there is damage to the unit.

### **Step 6**

The Director and Regional Attorney will discuss the findings. If most objects still present in the unit reasonably appear to be trash, if there is no food (or food is spoiled), if the clothing, bathroom supplies and beds are gone, and the Director and Attorney agree that the most likely

scenario is that the tenants have permanently left the apartment, the unit will be declared abandoned.

**Step 7**

The Director will draft a memo to the tenant's file (with a copy to the Attorney) listing each and every piece of evidence which tends to show that the unit has been abandoned.

**Step 8**

Staff will immediately order locks changed and otherwise secure the premises.

**Step 9**

If any items of value remain in the unit after locks are changed, the Director will discuss proper disposal with the Regional Attorney.

**Step 10**

If only trash remains in the unit, all items will be placed in the LHA dumpster.

Adopted: Dec 18, 2019

## MEMORANDUM

**TO:** The File

**FROM:** \_\_\_\_\_, Executive Director, \_\_\_\_\_ Housing Authority

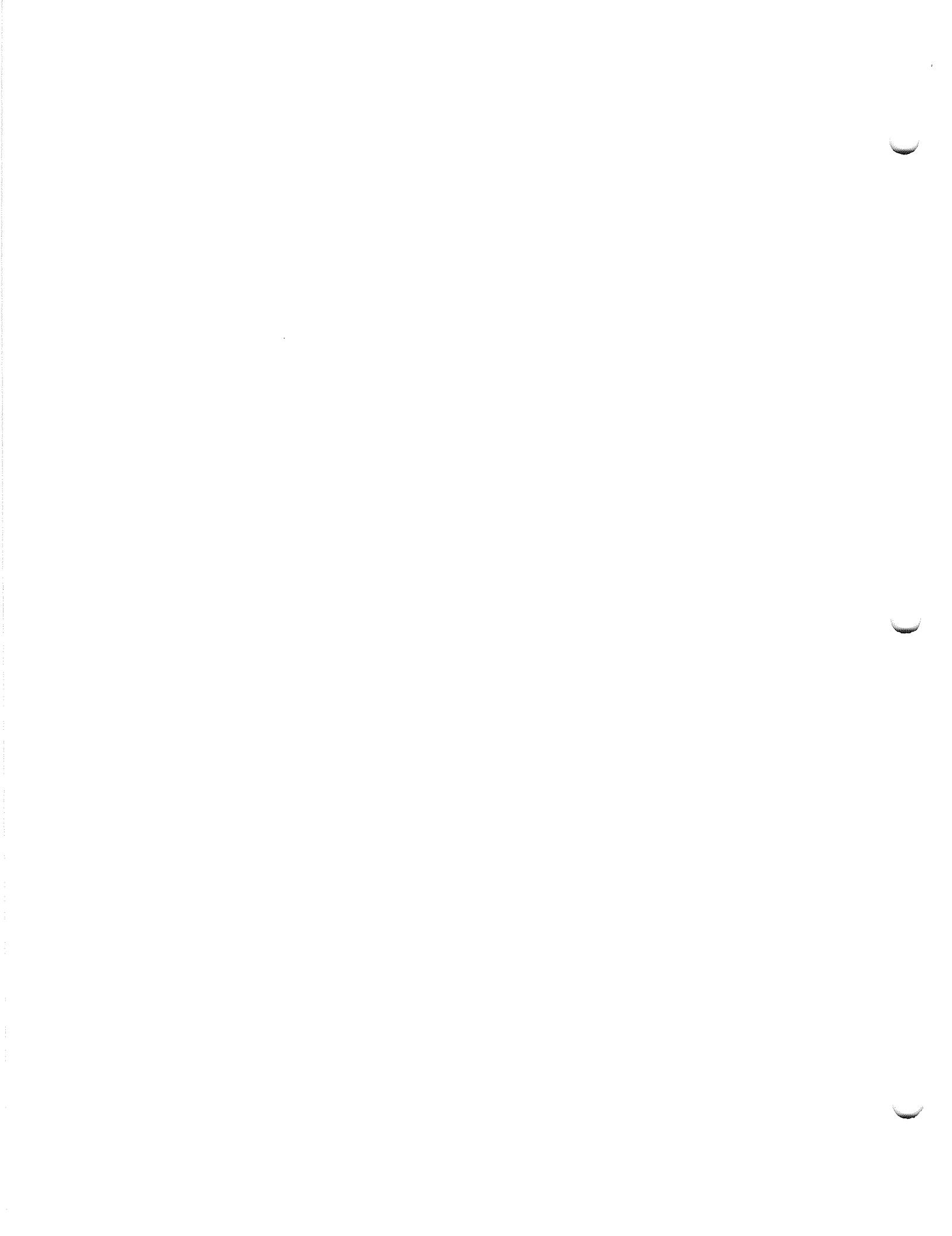
**DATE:** \_\_\_\_\_

**RE:** Abandoned Unit at \_\_\_\_\_ (list address)

\*\*\*\*\*

I have determined that \_\_\_\_\_ abandoned her unit at \_\_\_\_\_ on or around \_\_\_\_\_ based on the following evidence:

1. On \_\_\_\_\_ a 14 day Notice to Quit was served to \_\_\_\_\_. She told me she would have everything out of her apartment by \_\_\_\_\_. I asked her to drop the keys off in office.
2. On \_\_\_\_\_ there were no keys in the office, so the maintenance man and I went over to the apartment, knocked on the door, and when no one answered, I unlocked the door and looked in. The room looked mostly empty, and so we entered.
3. Inside, we found a small kitchen table, a chair in the living room, and trash strewn around the apartment.
4. The tenant had purchased her own refrigerator, and it was gone.
5. There were no beds in the bedrooms, and almost all of the clothing was gone.
6. There were no utilities in the bathroom.
7. An inventory of the items left in the apartment is attached to this memo. Most of the items left in the unit are damaged or appear heavily soiled.
8. Upon returning to the office I called the electric company and found that the electricity had been turned off by the tenant on \_\_\_\_\_, and had automatically reverted to the authority's name.
6. The next door neighbor, \_\_\_\_\_, called the office on \_\_\_\_\_, and reported seeing \_\_\_\_\_ moving boxes onto a UHaul truck on \_\_\_\_\_.



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# MANCHESTER HOUSING AUTHORITY SNOW POLICY

## Snow Procedures for, The Plains/Newport Park

All vehicles must be parked in assigned parking spaces ONLY during snow events.

During the winter season there will be NO PARKING ALLOWED in the Visitors parking area overnight when there is a forecast of SNOW.

No parking is ever allowed in a NO parking area. You will be TOWED if you PARK in these areas.

PLEASE Do not come out to move your vehicle during the snow removal period.

Tenants are to stay indoors when the large plow trucks and heavy equipment are clearing snow in your development. Do not all come out at the same time wait until you are given an all clear.

**AFTER the storm is over, or when the plowing is complete** you can then clear off your vehicle and move it. When your parking space is empty, and only then will the plows be able to clear the snow from the parking areas.

To have snow clearing done timely and efficiently you will be given an all clear when the plow and heavy equipment is ready for you to move your vehicles to clear your parking spaces.

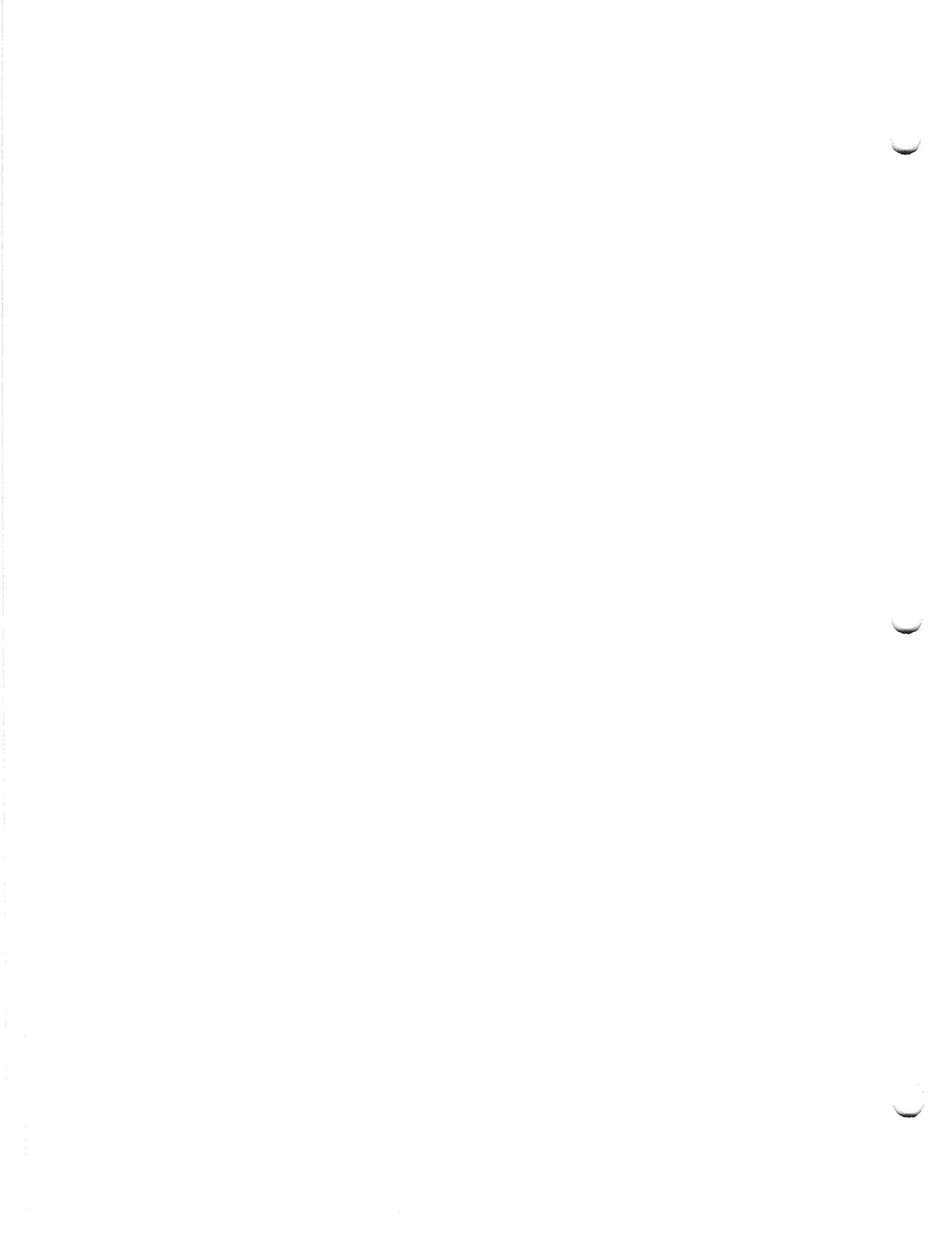
The Plow will not wait on anyone that is not ready to have their parking space cleared. If you miss the opportunity it will be up to each individual to clear off their vehicle or to make arrangements to have someone clear off their car and shovel their parking space out.

**YOU will be responsible for the cleaning off your own vehicles after each snowstorm and your parking space if it had not been done in time for the workers clear the area.**

**If you have any questions call the office Not Maintenance staff.**

Approved by the Board Dec 18, 2019

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## **INCOME ASSET WAGE MATCH POLICY FOR STATE-AIDED HOUSING**

This Wage Match Policy applies to all administrative employees of the Manchester Housing Authority who are responsible for the management of state housing program tenants, including tenants in conventional housing, MRVP and AHVP. All Massachusetts housing authorities and non-profit agencies that administer state-funded housing programs must participate in the Wage Match Program. The pertinent law and regulations can be found at section 3 of M.G.L. c. 62E and 760 CMR 6.00.

The Wage Match system information is exchanged via the statewide network. The housing authority will transmit data via the internet Wage Match System to the Department of Housing and Community Development (DHCD) who will then transmit the data to the Department of Revenue (DOR). DOR will match the data against its wage reporting files, provide the information to DHCD, and in turn DHCD will forward the information to the housing authority. The housing authority will review the data to determine whether income reported by tenants for determining rent is correct.

The housing authority shall conduct wage match for every adult member (aged 18 and over) of the tenant household residing in state housing programs. Tenants must be informed about the wage match program and must authorize the use of their Social Security numbers for the program.

Because the housing authority will have access to "personal data" as defined by M.G.L. c.66A, the housing authority will ensure confidentiality of information requested and received through the wage match system. The housing authority is subject to and must comply with all applicable laws and regulations relating to confidentiality and privacy, including but not limited to M.G.L. c. 62E, M.G.L. c. 66A and 760 CMR 4.00. The Executive Director is responsible for ensuring that the employee(s) understand the serious nature of any misuse of the system or the information obtained. The Executive Director, the Housing Manager and the Director of Leased Housing Administrative will be authorized to request and receive information provided through the Wage Match system.

The Wage Match information is accessed through the DHCD Applications Web Site. Authorization to access the information may only be given to employees by the Executive Director who is the security administrator. Information received will only be used to verify income and assets. The information will be kept in a secure manner in the tenant's file which is kept in a locked file cabinet. The offices are also locked and the alarm system is connected to the police department.

The Manchester Housing Authority will notify DHCD immediately both orally and in writing if any personal data is improperly used and accessed. The Manchester Housing Authority will cooperate with DHCD to enjoin or prevent misuse of, regain possession of, or otherwise protect the data.

### **Identifying Cases of Income Discrepancy**

The MHA will compare income and asset information reported by members of a tenant household with wage reporting information provided by DOR. The MHA will use its best judgment to identify cases where there is a discrepancy of ten percent or greater. This ten percent figure triggers a rent re-determination under 760 CMR 6.00 and 760 CMR 49.00.

When the MHA believes a tenant probably has income that exceeds this ten percent threshold, the MHA will ask the tenant to explain the difference at meetings with housing authority.

### **Meetings/Hearing Process**

The MHA shall provide the tenant with an opportunity to explain the discrepancy.

1. The tenant will be requested in writing to attend a meeting at the housing agency. The letter must state the purpose of the meeting and contain the information from DOR that will be discussed. The letter will ask the tenant to call the housing agency to arrange for a mutually agreeable time.

2. If the tenant does not contact the MHA, the housing agency will make a reasonable effort to set up the meeting. If no meeting has been arranged with the tenant after three weeks from the date of the notification letter, the housing agency will proceed to notify the tenant of his or her right to request a Grievance Hearing [See Step 5].

3. At the meeting, the housing agency director or his or her designee will discuss the information obtained from DOR concerning the tenant's wages and how it might affect the tenant's rent or voucher amount, or might be grounds for the tenant's eviction or termination. The tenant will be given three weeks from the date of this meeting to provide income information, documentation, or other evidence that shows why the wage reporting information received from DOR is incorrect. The WHA will evaluate all information provided by the tenant.

4. The MHA will then send a letter notifying the tenant of the action it will take, if any. If adverse action will be taken (i.e., increased rent, termination, or eviction), the housing agency will ask the tenant to attend an additional meeting. The letter will state clearly how the tenant is to schedule this meeting and the deadline for doing so. This meeting should be held within three weeks of the date of the letter. Any adverse action the MHA plans to take shall commence following this meeting, if one is held, or at the end of the three-week period, if the tenant does not schedule or attend a meeting.

5. Tenants who feel aggrieved because of adverse action taken by an MHA are entitled to a grievance hearing according to procedures outlined in 760 CMR 6.08 for state housing tenants and 760 CMR 49.10 for voucher holders (which refers to the process outlined in 760 CMR 6.08).

#### **Reporting Adverse Actions to DHCD**

The MHA must report to DHCD any adverse actions they take for each tenant, such as evictions or termination proceedings, rent increases, or rent repayment arrangements. These cases should be reported on the attached form. It is not necessary to report cases that are investigated but are cleared.

# MANCHESTER HOUSING AUTHORITY

The Plains PO Box 608 Manchester, MA 01944

978 526-1850

Irene Frontiero, Executive Director

## Income/Asset/Tax Match Authorization

(All adult members of the household must sign this form)

I have read the attached letter and authorize the use of my Social Security number for the purpose described.

Please return this form no later than \_\_\_\_\_ . If there are more than four adults in your household, please continue on the back of this form.

### Head of Household

Social Security Number: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_

### Other adult (aged 18 and over) household members

1. Social Security Number: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

2. Social Security Number: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

3. Social Security Number: \_\_\_\_\_

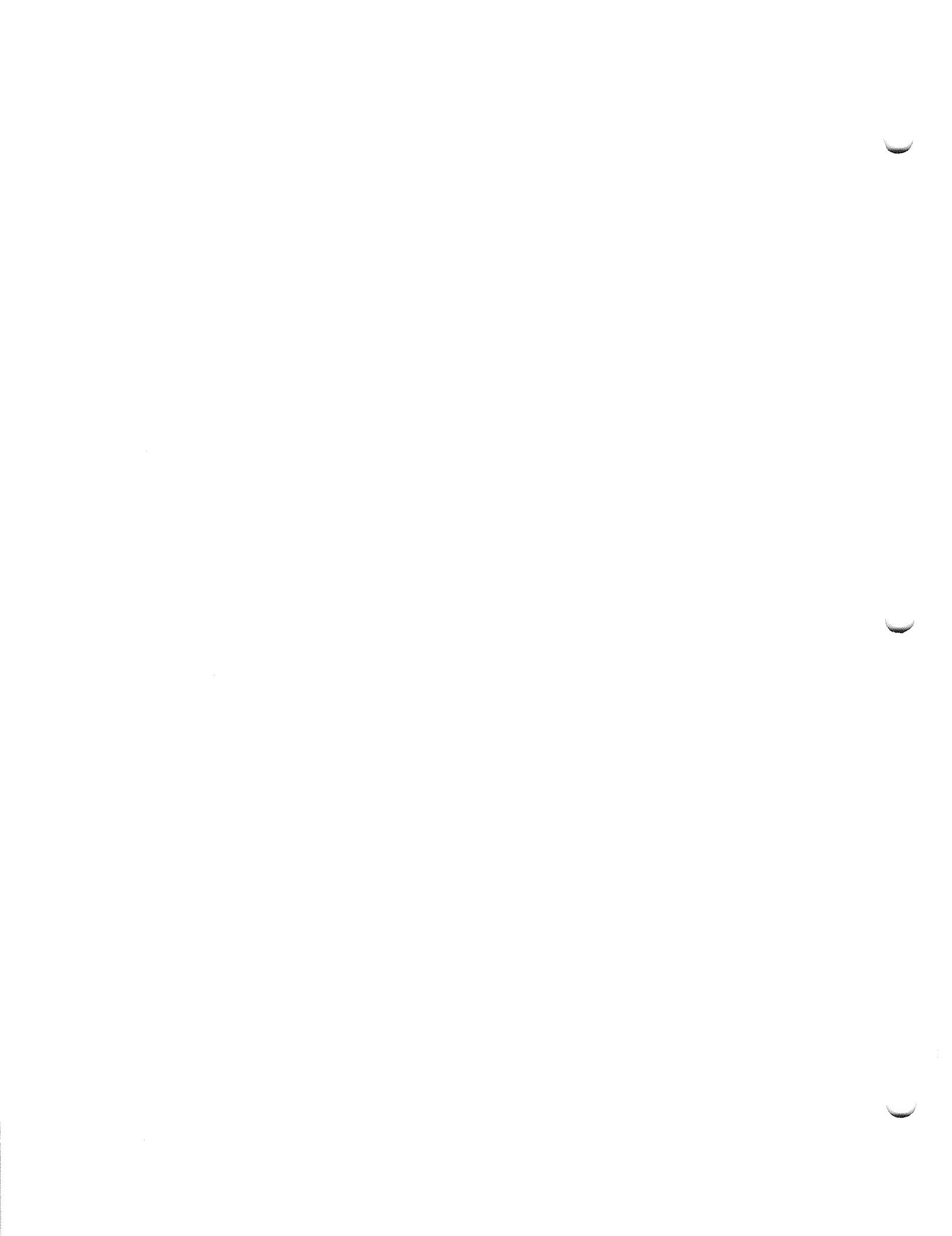
Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

4. Social Security Number: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_



# MANCHESTER HOUSING AUTHORITY

The Plains PO Box 608 Manchester, MA 01944

978 526-1850

Irene Frontiero, Executive Director

5. Social Security Number: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

## Other adult (aged 18 and over) household members continued

6. Social Security Number: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

7. Social Security Number: \_\_\_\_\_

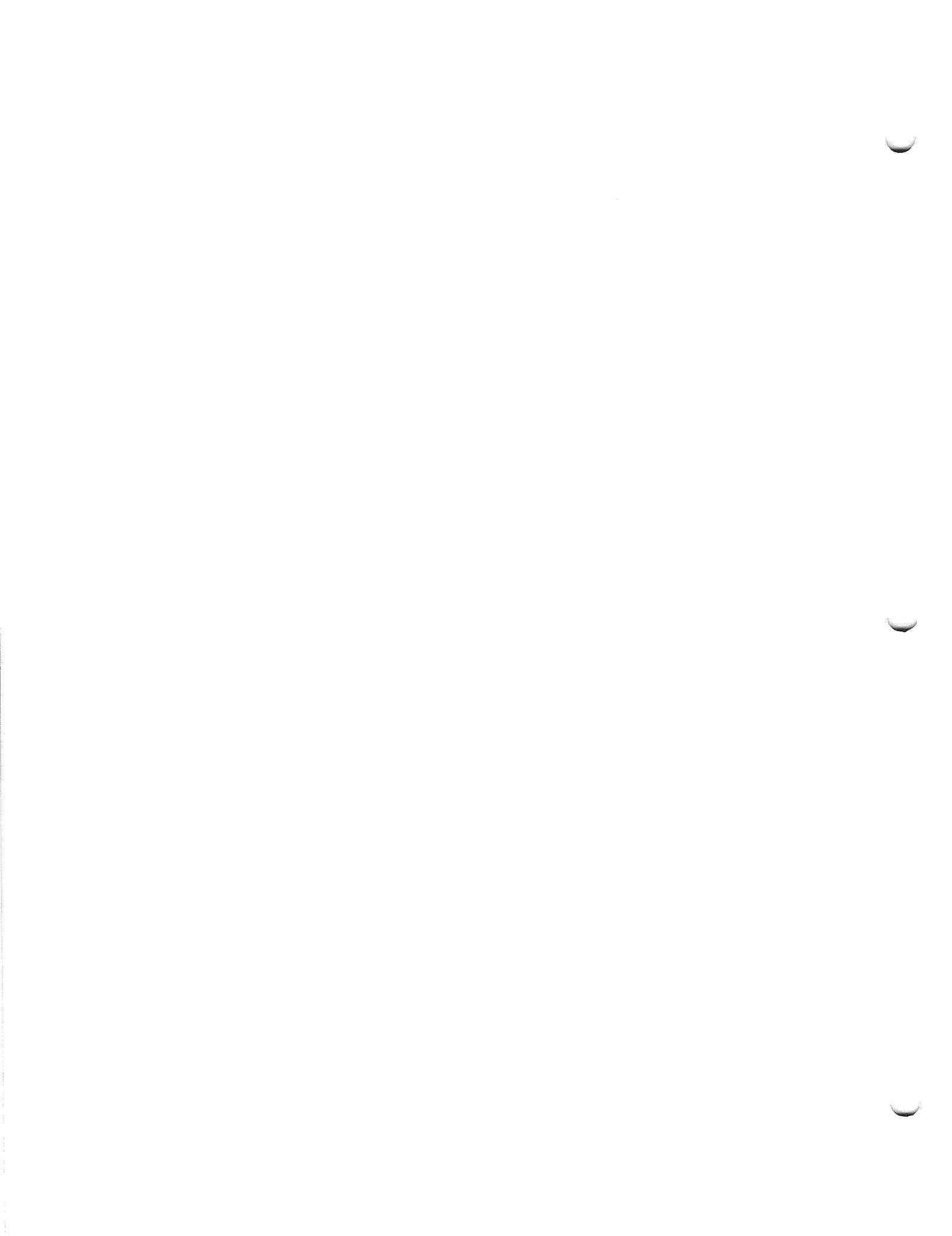
Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

8. Social Security Number: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_



## EXECUTIVE DIRECTOR/BOARD APPROVAL

(SIGN AND RETURN THIS DOCUMENT TO DHCD, ALONG WITH A LIST OF ALL EMPLOYEES AUTHORIZED TO REQUEST AND RECEIVE INFORMATION PROVIDED THROUGH WAGE MATCH)

### Executive Director/Board Approval

Your signature below will indicate that you have read and thoroughly understand the contents of Public Housing Notice 2019-16. It will also indicate that all authorized employees at your housing authority have read and signed the attached "Acknowledgement Regarding Confidentiality of the Department of Revenue's Information & DOR Disclosure and Security Training for Safeguarding Information," and that your authority has these signed acknowledgements on file. Please note that the Acknowledgements include a summary of the law and other information.

After Board Approval, please have the Executive Director, as well as the Chairperson of the Housing Authority Board sign on the appropriate lines below, **and scan/return to DHCD, within forty-five (45) days of the date of this Public Housing Notice (PHN) to Michael Chow, Auditor, Bureau of Housing Management, at Michael.Chow@Mass.Gov, along with a list of all employees that are authorized to request and receive information provided through Wage Match.**

If you have any questions about the Wage Match System, please call Michael Chow of the Bureau of Housing Management at (617) 573-1201.



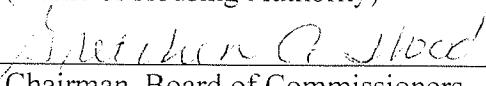
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June Scott

Executive Director

Manchester Housing Authority

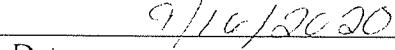
(Name of Housing Authority)



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Michael Chow

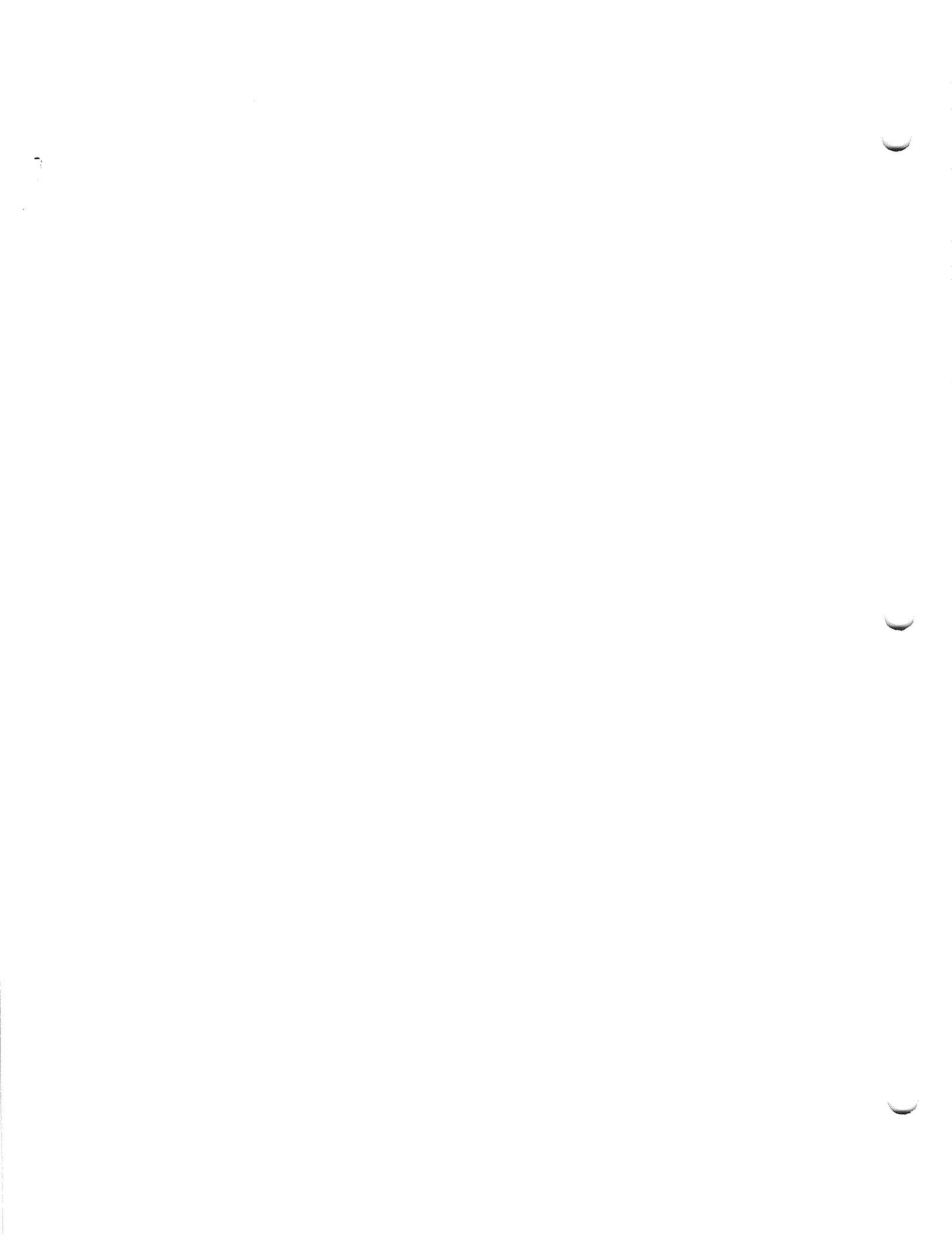
Chairman, Board of Commissioners



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Michael Chow

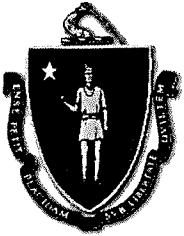
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Commonwealth of Massachusetts  
DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT

Maura T. Healey, Governor ◆ Kimberly Driscoll, Lieutenant Governor ◆ Jennifer D. Maddox Undersecretary

**Public Housing Notice: 2023-03**

To: All Local Housing Authority Executive Directors  
From: Christine A. DeVore, Director, Bureau of Housing Management  
Date: March 16, 2023  
RE: Wage Match for State Housing Program Tenants

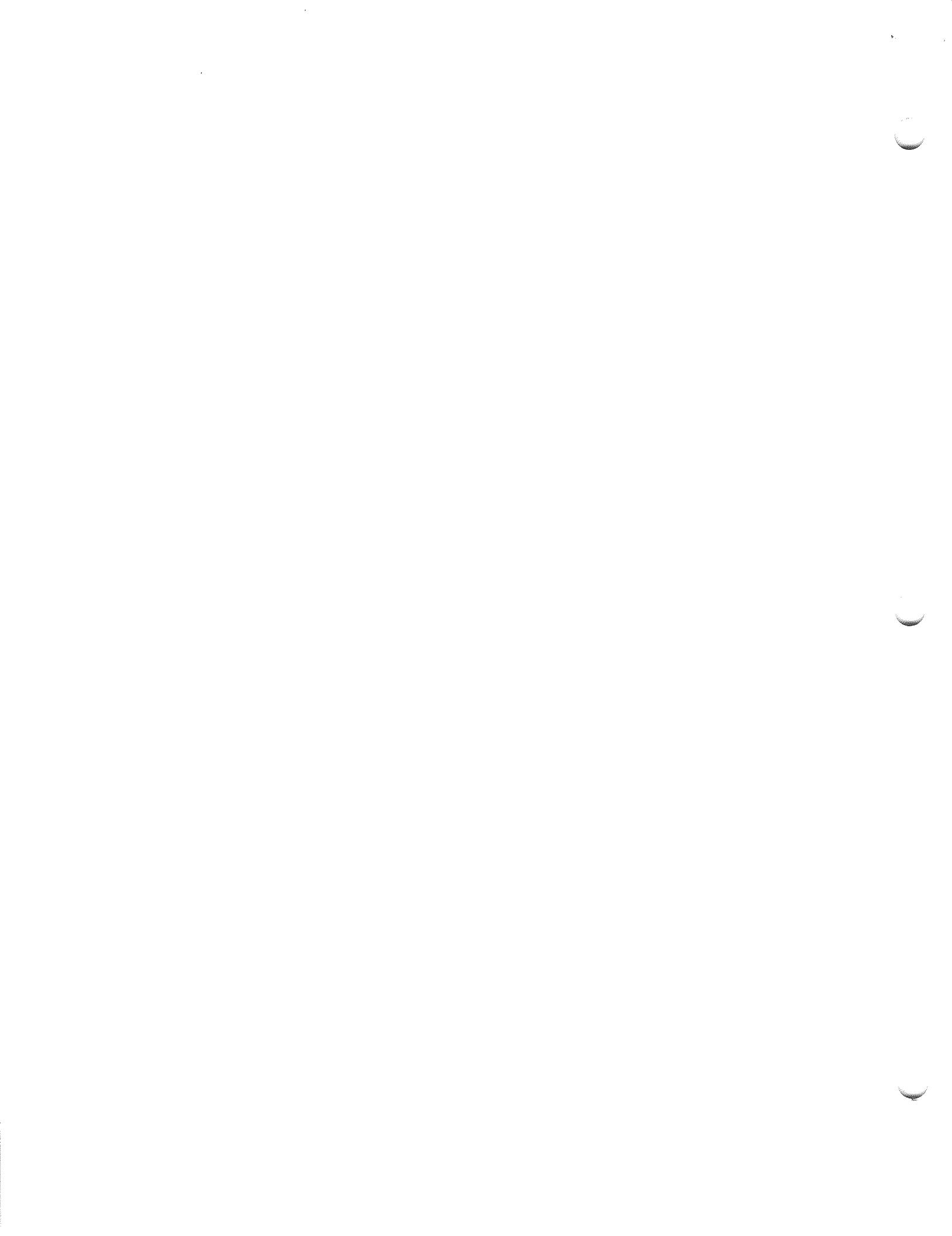
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Wage Match must be conducted for state housing program tenants, including tenants in conventional housing, MRVP and AHVP, for every adult member (aged 18 and over) of the tenant household residing in state housing programs. All Massachusetts housing authorities and non-profit agencies that administer state-funded housing programs must participate in the Wage Match program, which was first implemented in 2004. The pertinent law and regulations can be found at M.G.L. c. 62E, M.G.L. c. 66A, 760 CMR 6.00 and 801 CMR 3.00.

Because LHAs and Non-Profits, through this system, have access to "personal data" as defined by M.G.L. c. 66A, LHAs and Non-Profits must ensure the confidentiality of information requested and received through the wage match system. As such, LHAs are subject to and must comply with all applicable laws and regulations relating to confidentiality and privacy, including but not limited to M.G.L. c. 62E, M.G. L. c. 66A, 760 CMR 4.00 and 801 CMR 3.00. Any unauthorized disclosure of wage reporting information will result in the immediate termination of your LHA's or Non-Profit's authorization to receive such information. As a holder of personal data, an unauthorized disclosure of wage reporting information may subject your LHA or Non-Profit to payment of monetary damages. In addition, an unauthorized release of wage reporting information may subject your employees to a fine.

As part of an Interdepartmental Service Agreement (ISA) between the Massachusetts Department of Revenue (DOR) and the Massachusetts Department of Housing and Community Development (DHCD), DHCD is authorized to receive wage reporting information from DOR pursuant to M.G.L. c. 62E, § 3. We are required, on a periodic basis, to provide information about the wage match system. Further, we must ensure that LHAs and Non-Profits are informed of the confidentiality requirements and penalties for non-compliance.

The wage match processing occurs between the local housing authorities (LHAs) and the Massachusetts Department of Revenue (DOR), with DHCD as the pass-through agency. DHCD, as pass through of information between an LHA and DOR, is responsible for making sure that LHAs adhere to the guidance, law and policies that surround the use of the wage match system. A limited number of the LHAs responded to the required annual certification collected by DHCD. We issue this notice to ensure that the system functions in accordance



with the DOR requirements and ensure 100% compliance with certification submission. DHCD through this notice:

- 1) Reminds LHAs of the guidelines for use of Wage Match and restate an annual requirement to complete the certification, and
- 2) Requests that all housing authorities submit the form: Executive Director/Board Approval Regarding Wage Match, v2 updated 2023 (Attachment A). ***This form must be returned to DHCD within 60 days of the issuance of this PHN.***
- 3) Implements a ***new online submission requirement*** in the Fiscal Year End certifications for FY24 submitted via Housing Authority Financial Information System (HAFIS).

#### **Guidelines for use of Wage Match and Annual Certification Requirement**

Public Housing Notice 2019-16: Wage Match for State Housing Program Tenants contains the full details about the Wage Match program, including:

- 1) For Whom is Wage Match Conducted and Notification Process
- 2) Confidentiality and Controls
- 3) Procedures for Handling Cases of Income Discrepancy
  - a) Identifying Cases of Income Discrepancy
  - b) Meetings/Hearing Process
- 4) Reporting Adverse Actions to DHCD

And also include attachments:

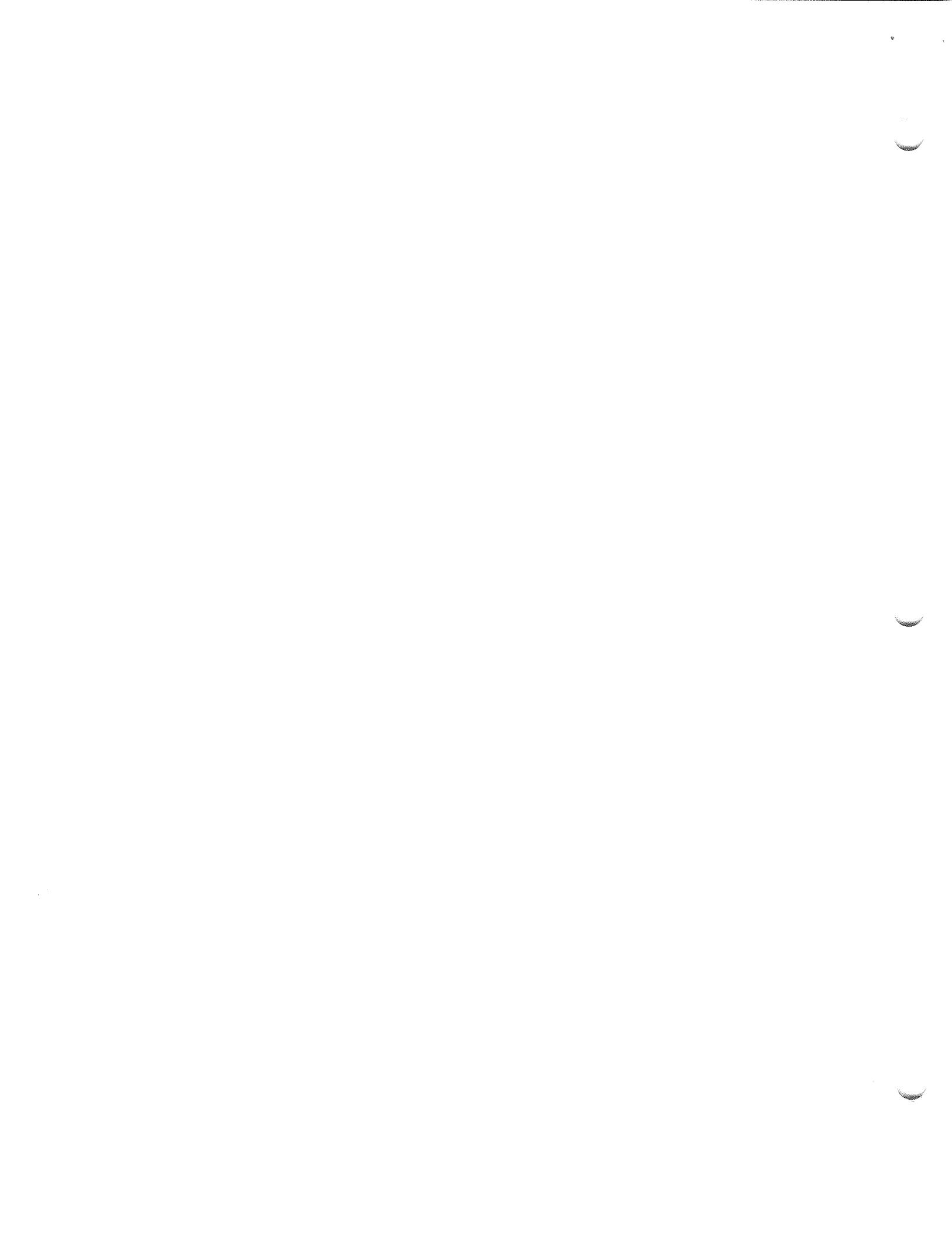
- A. Sample Letters to Tenants
- B. Income/Asset/ Tax Match Authorization
- C. Adverse Action Report to DHCD
- D. Executive Director/Board Approval – replaced with updated form PHN 2023-03 Attachment A
- E. Wage Match Acknowledgement Regarding confidentiality of Information
- F. DOR Disclosure and Security Training for Safeguarding Information
  - a. DHCD Identifying and Safeguarding Information – Training
  - b. Executive Office of Housing and Economic Development Privacy and Information Security Brochure

The PHN also stated that “commencing with FYE 2020 the Executive Director/Board Approval form will be a required submission with your fiscal year-end reports, along with other required year-end submissions” (page 5). DHCD expected this submission at the same time as other FYE reports, this form was submitted separately outside of HAFIS. Certain LHAs have not made these required submissions with their Fiscal Year End documentation.

#### **Submitting the certification: Executive Director/Board Approval Regarding Wage Match, v2 updated 2023**

Attachment A, Executive Director/Board Approval Regarding Wage Match, indicates that the Executive Director and Board have read and thoroughly understand the contents of this notice and the prior notice (PHN 2019-16). It will also indicate that all authorized employees at your housing authority have read and signed, PHN 2019-16 Attachment E, Wage Match Acknowledgement Regarding Confidentiality of the Department of Revenue's Information and PHN 2019-16 Attachment F, the DOR Disclosure and Security Training for Safeguarding Information. Please note that the Acknowledgement & DOR Disclosure and Security Training for Safeguarding Information include a summary of the law and other attachments.

**Within sixty (60) days of the date of this Public Housing Notice (PHN), please return a signed Attachment A to DHCD via email attachment to DHCDLHAWageMatch@mass.gov. This form must include signatures of the Executive Director and the Chairperson of the Housing Authority, as well as board extract showing vote**



of approval. The completed form must include a list of all LHA employees who authorized to request and receive Wage Match information.

**Online submission required, starting with FYE 6/30/2024**

In addition to submitting the certification by email within 60 days as directed above, starting with the FYE 6/30/2024, LHAs must submit the certification: Executive Director/Board Approval Regarding Wage Match, with all year-end certifications in Housing Authority Financial Information System (HAFIS). Going forward, the Executive Director/Board Approval Regarding Wage Match will become part of the annual certifications submissions in the Housing Authority Financial Information System (HAFIS).

We appreciate your cooperation and your efforts to protect the confidentiality of state housing program tenants and accurately calculate rents. We hope that these new procedures will ensure continued compliance with the Wage Match program, pursuant to our Interdepartmental Service Agreement (ISA). Questions about the Wage Match system can be directed to Michael Chow, Auditor, at [Michael.chow@mass.gov](mailto:Michael.chow@mass.gov).





# Manchester Housing Authority, Inc.

Post Office Box 608

Manchester-by-the-Sea, Massachusetts 01944-0608

Tel: (978) 526-1850

Fax: (978) 526-1604

## EXTRACTS OF MINUTES:

## EXTRACTS FROM THE MINUTES OF A REGULAR MEETING OF THE PLAINS MANCHESTER HOUSING AUTHORITY MANCHESTER, MA 01944

HELD ON: September 16, 2020

The members of the Manchester Housing Authority met in Regular session at the Chowder House, Tucks Point in the Town of Manchester, Massachusetts, at 3:30 P.M. The meeting was called to order by the Chairperson, and upon roll call, those present and absent were as follows.

### PRESENT:

Gretchen Wood, Chair  
John Kenney, Member  
Beth Heisey, Member  
Elaine Persons, Member  
Nancy Hammond, State Appointee

Irene Frontiero Executive Director, Secretary

### ABSENT: 0

Motion was made by Beth Heisey to Approve the Wage Match Policy of Manchester Housing Authority, the motion was seconded by Elaine Persons and upon roll call the "Ayes" and Nays" were as follows:

5 Ayes                    0 Nays

The Chairperson thereupon declared said motion adopted.

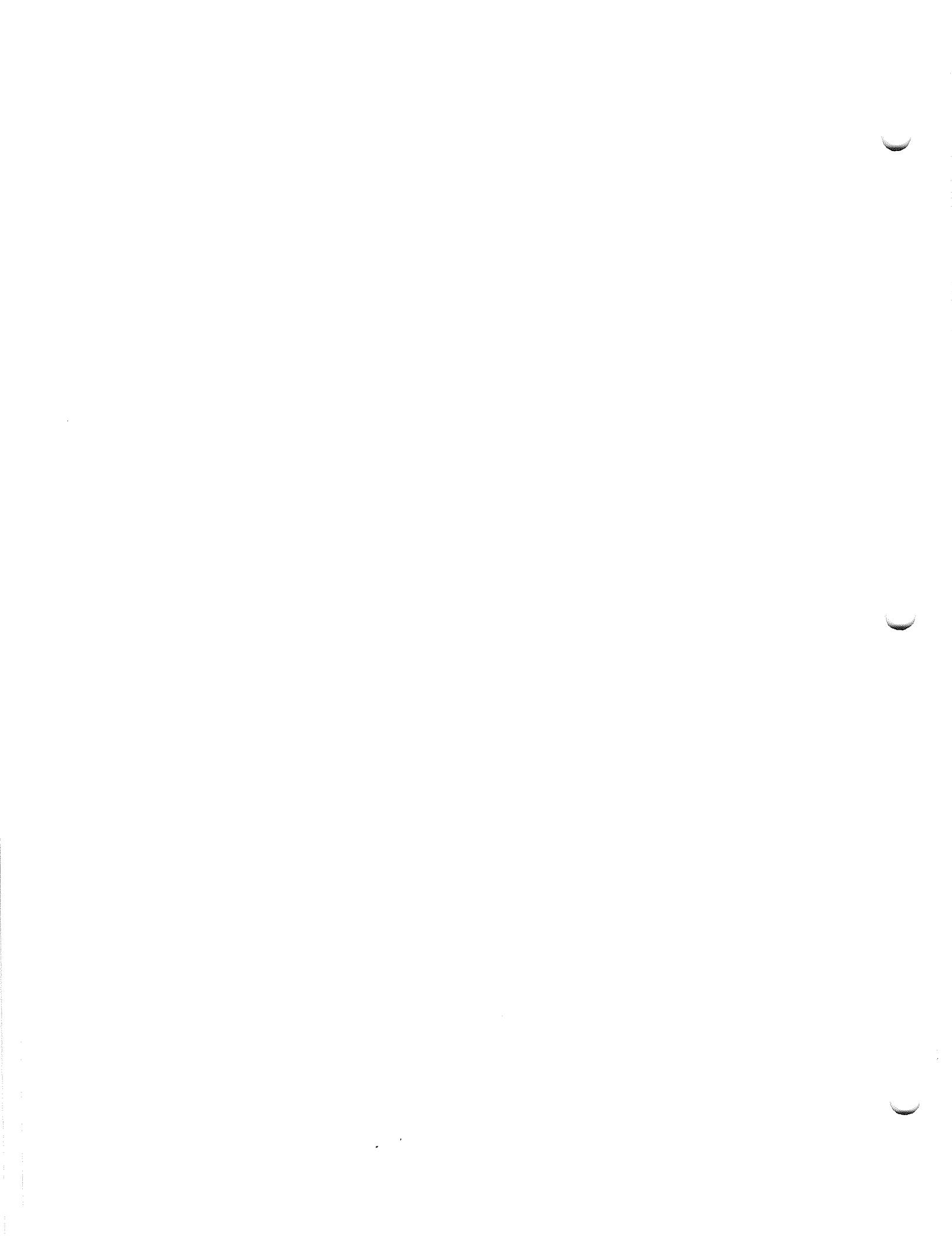
I, duly appointed, qualified; and acting secretary of the Manchester Housing Authority do hereby certify that on September 10, 2020, I filed, in the manner provided by M.G.L. c.30A sec.18-25, as amended, with the Clerk of the town of Manchester a Notice of Meeting of which the foregoing is true and correct.

In Testimony whereof, I have hereunto set my hand and the seal of said Authority this 16<sup>th</sup> day of September 16, 2020

*Attest a true copy*

*Irene Frontiero*

*Executive Director and Secretary to the Board*



**EXECUTIVE DIRECTOR/BOARD APPROVAL REGARDING WAGE MATCH, V2**

(SIGN AND RETURN THIS DOCUMENT TO DHCD ANNUALLY, ALONG WITH A LIST OF ALL EMPLOYEES AUTHORIZED TO REQUEST AND RECEIVE INFORMATION PROVIDED THROUGH WAGE MATCH)

Executive Director/Board Approval

Your signature below indicates you have read and thoroughly understand the contents of Public Housing Notice 2023-03 and 2019-16. It indicates that all authorized employees at your housing authority have read and signed:

1. Wage Match Acknowledgement Regarding Confidentiality of Information
2. DOR Disclosure and Security Training for Safeguarding Information, and
3. your authority has these signed acknowledgements on file.

Please note that the Acknowledgements include a summary of the law and other information.

Chris Shontz  
Executive Director

Date

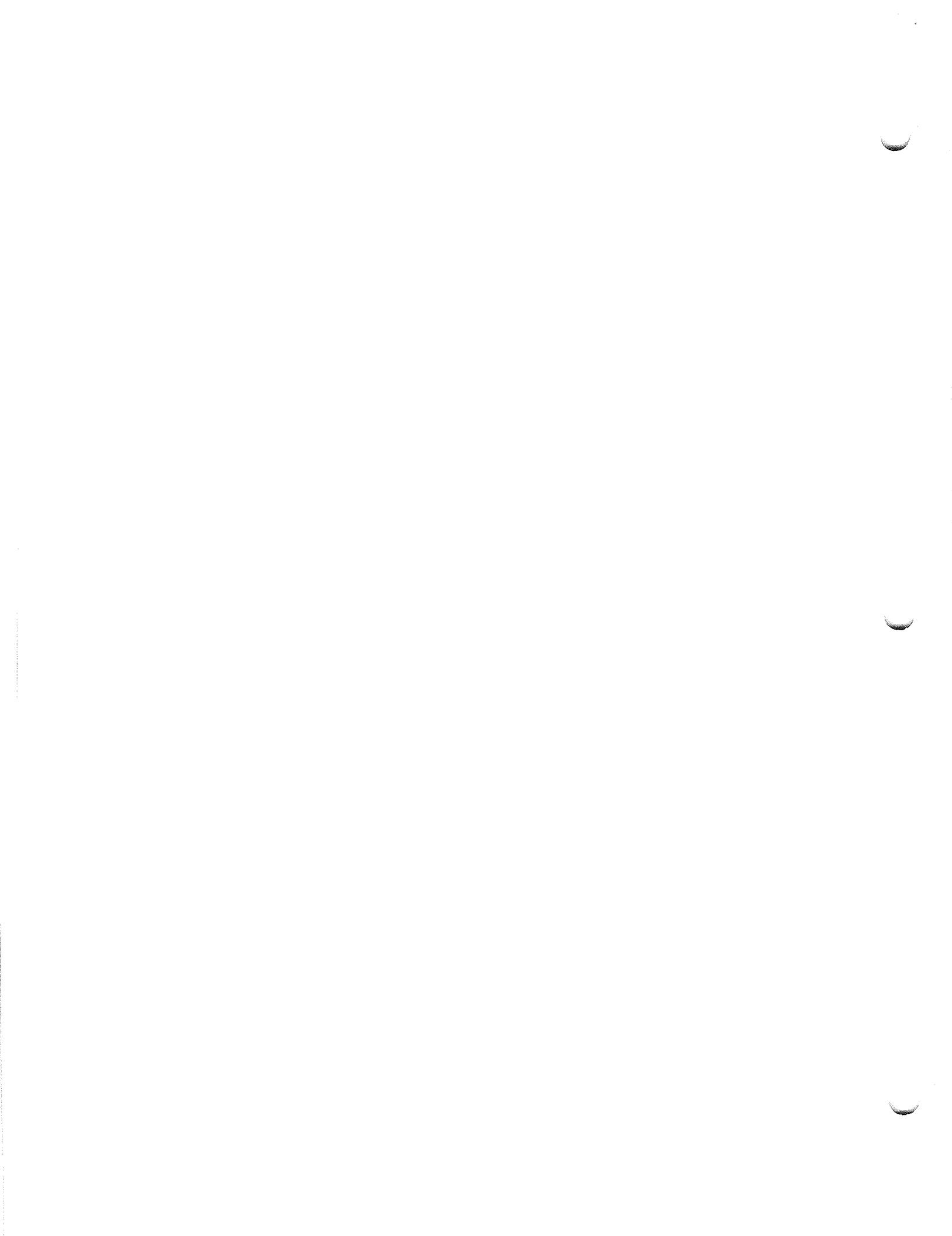
5/17/2023

Manchester Housing Authority

Edmund G. Morris  
Board Chairperson

Date

5/17/2023



## Wage Match Acknowledgement Regarding Confidentiality of Information

[Print on Local Housing Authority Letterhead]

To: [Local Housing Authority Name] Employees with Access to Wage Match

From: [Executive Director or Board Chair]

Re: Confidentiality of the Department of Revenue's Information

Date: [Insert Date]

The attached Summary of the Laws is being provided to you because as part of your job duties you may have access to confidential tax, wage reporting, financial institution match, 14-day new hire and child support information, as well as "personal data" provided to the Department of Housing and Community Development by the Department of Revenue. The access and disclosure of this information is governed by the attached state and federal laws. Violation of the laws provide for specific sanctions including civil and criminal penalties, as well as dismissal from employment and disqualification from holding office in the Commonwealth for up to three years.

If you have any questions regarding this form, please contact [Executive Director or Designee] at [Phone Number].

### ACKNOWLEDGEMENT REGARDING THE CONFIDENTIALITY OF

### THE DEPARTMENT OF REVENUE'S INFORMATION

I, \_\_\_\_\_, a full-time or part-time employee, contract employee, individual consultant, volunteer, trainee, student intern, member, director, officer, partner, agent or subcontractor of the Department of Housing and Community Development, hereby acknowledge that I have received a copy of the "Summary of the Massachusetts and Federal Laws Pertaining to Confidential Information of the Massachusetts Department of Revenue" which governs the access and disclosure of information to include, without limitation, tax information, wage reporting information, financial institution match information, 14-day new hire information and child support information, as well as "personal data" as defined in G.L. c. 66A (collectively, the "Information"). I also acknowledge that it is my responsibility as an Employee of [Local Housing Authority Name] to read this Notice and to comply with the laws pertaining to the Information.

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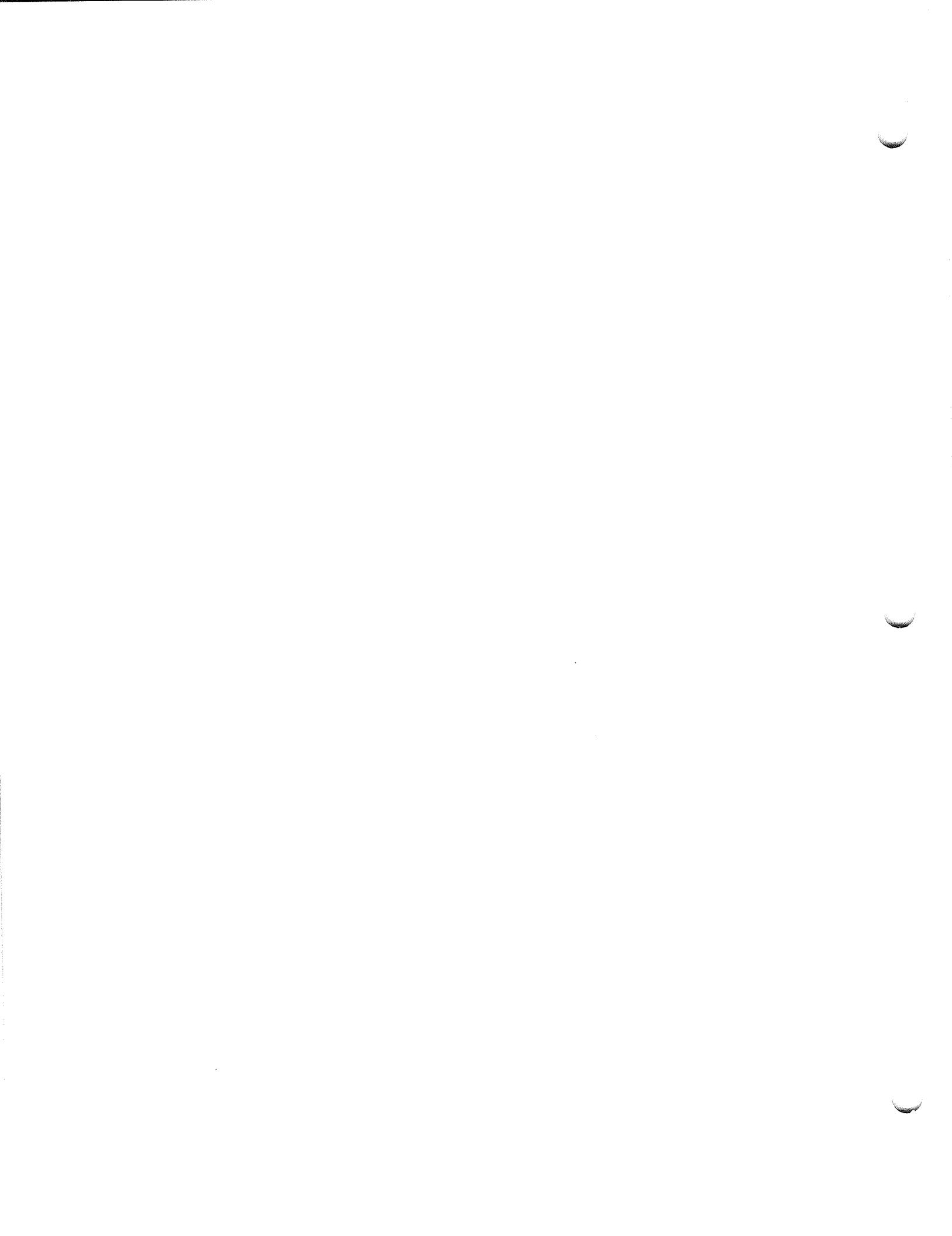
Signature

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Date

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Name in print



TAB

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**MANCHESTER HOUSING AUTHORITY**  
**Community Gardens**  
**GENERAL RULES, REGULATIONS & BY-LAWS**

**GARDENING SEASON:** April 1 through November 1.

**HOURS:** Sunrise to Sunset.

**SALE OF GOODS & SERVICES:** Any sale of Good & Services requires Common Victualler License of which a copy must be submitted with application. Due to State regulations, Community gardeners may not grow vegetables, herbs and flowers to sell commercially. Your garden produce is strictly for your personal use or donations to volunteer organizations (like food pantries).

**PLANTING POLICY:** The Community Garden is a vegetable garden only. Perennial gardens, trees, and shrubs are not allowed and will be removed without notice.

**ALCOHOL POLICY:** Possession and/or consumption of alcoholic beverages is expressly prohibited in the Garden area.

**CONTROLLED SUBSTANCES:** Possession, consumption, or cultivation of controlled substances is expressly prohibited in the Garden area.

**TRASH POLICY:** Gardeners are responsible for picking up and removing their trash. Gardeners will be responsible for any damage done to the property during the term of the agreement.

**DOGS:** Dogs must be on a leash at all times. Dog owners are responsible for picking up after their pet.

**RESPECT OUR WILDLIFE:** Do not feed, touch or harass our wildlife. Application of poisons and pesticides is prohibited.

**F...KING POLICY:** There is no parking on the perimeter road or where your vehicle may otherwise obstruct the flow of vehicular or pedestrian traffic around the gardens, except to load or unload supplies. You are responsible for damage to lawns, garden plots etc. caused by your vehicle.

**DUMPING:** The MHA is piling organic compost only. Dumping trash, diseased plants, non-organic items or waste that originated from outside the community gardens is prohibited and will result in fines and/or revocation or non-renewal of your gardening permit. Only dump in appropriate piles and/or containers as marked.

**PESTICIDES:** Organic products are strongly recommended. You must follow manufacturer's directions carefully or beneficial insects will be harmed. Banned substances can result in the loss of garden plot.

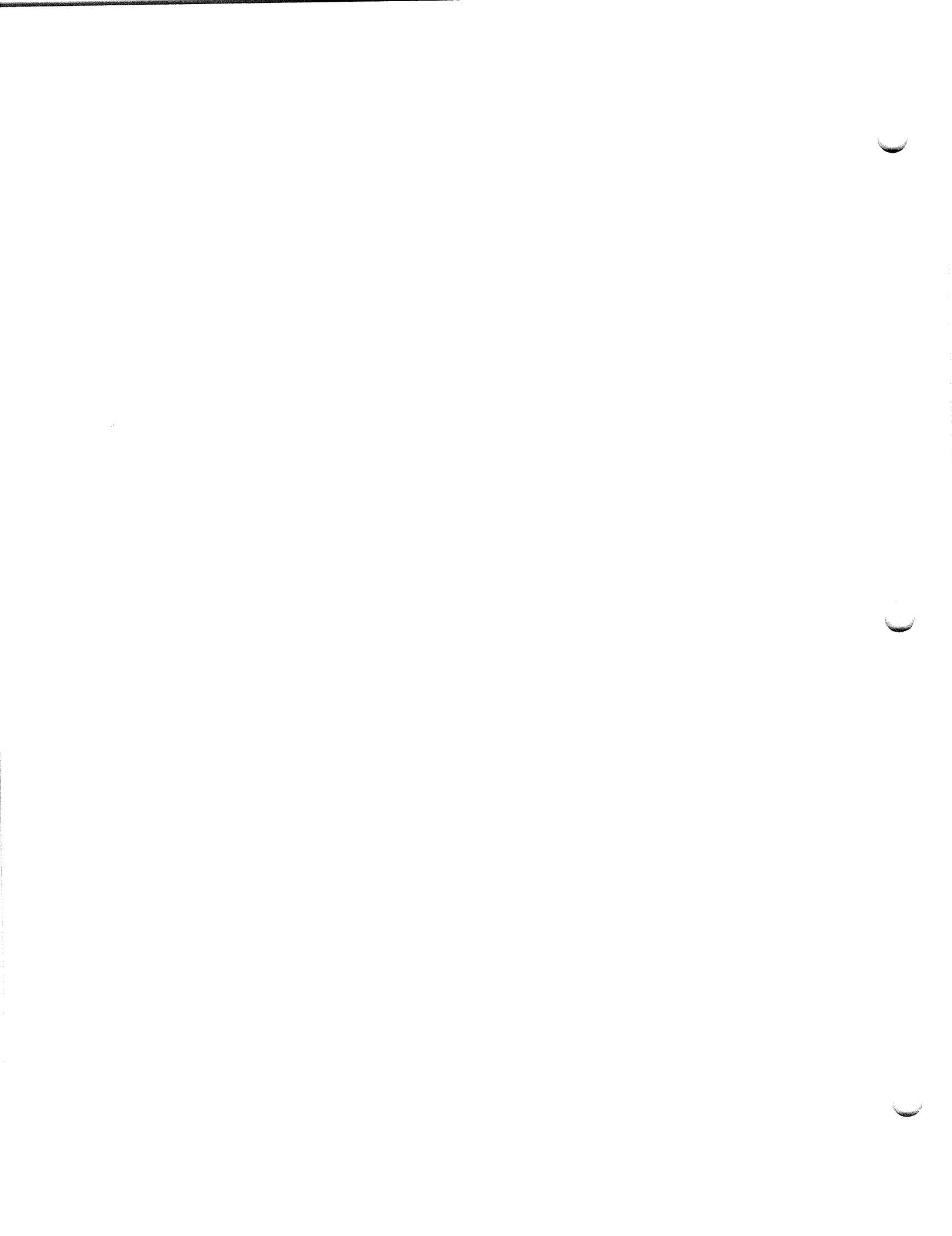
**WATERING:** You may use buckets or hose(s) to water your garden. Please note that water restrictions may occur as dictated by the Town of Manchester, and adhere to any such restrictions during the growing season. CONSERVE! Do not leave water running or sprinklers unattended. Alert MHA staff by call in a workorder should any water system stoppage occur. Water is for the garden only - no car washing, etc. permitted!

**MULCHING:** Newspaper, weed cloth must be properly secured, either by thickly mulching or pinning. **NOTE:** weed cloth needs to be removed at the end of gardening season and disposed of properly. Application of fresh manure is prohibited.

**ROCKS:** You may place rocks/stones cleaned from your garden in the dirt portion of the perimeter of your garden, not in the 'h of the lawn mower.

**STORAGE:** The MHA will not provide storage. All tools, hoses, wheelbarrows, chairs, barrels, wood, baskets metal, etc., must

Board Approved: May 19, 2021



**FENCES:** Permanent or temporary structures (including fences), fixtures, equipment, or items in or immediately around your assigned plot are prohibited and may be removed without notice.

## MANCHESTER HOUSING AUTHORITY Community Gardens

### WAIVER & RELEASE OF LIABILITY

I, in consideration of what has been given to me by the Manchester Housing Authority - specifically, the use of MHA-owned land for a garden plot, the receipt of which is hereby acknowledged - do hereby release and discharge the Manchester Housing Authority from any and all claims, demands, actions and causes of action of every name and nature which I know have or might have upon or against said Manchester Housing Authority, its agents, servants or employees, and especially from all claims arising out of any and all personal injuries, damages, expenses and any loss of property or damage to person or property whatsoever resulting or to result from the Manchester Housing Authority allowing me the use of said property in the exercise or purported exercise of the rights and privileges herein granted. It is also understood and agreed that I will defend, indemnify and hold harmless the Manchester Housing Authority against all actions, claims, damages, demands and suits for damages, costs, loss of services or property, expenses or compensation which I, my heirs, next of kin, executors, administrators, successors, assigns have or may have on account of or in any way growing out of said use of MHA-owned property for gardening purposes or its results by the Manchester Housing Authority or its agents, servants, or employees.

I further understand that this release is to compromise and terminate all claims for injuries, vandalism, theft, or damages of whatever nature, known or unknown, including any damages known or unknown to the fruits, vegetable, herbs or flowers which I have planted.

I further understand that the Manchester Housing Authority is not responsible for any loss of or damage to plants caused by a mechanical or other error in the Garden's water supply, a water shortage, or any Town-mandated water restrictions, and that the Manchester Housing Authority is not responsible for any other materials necessary for the care of my garden.

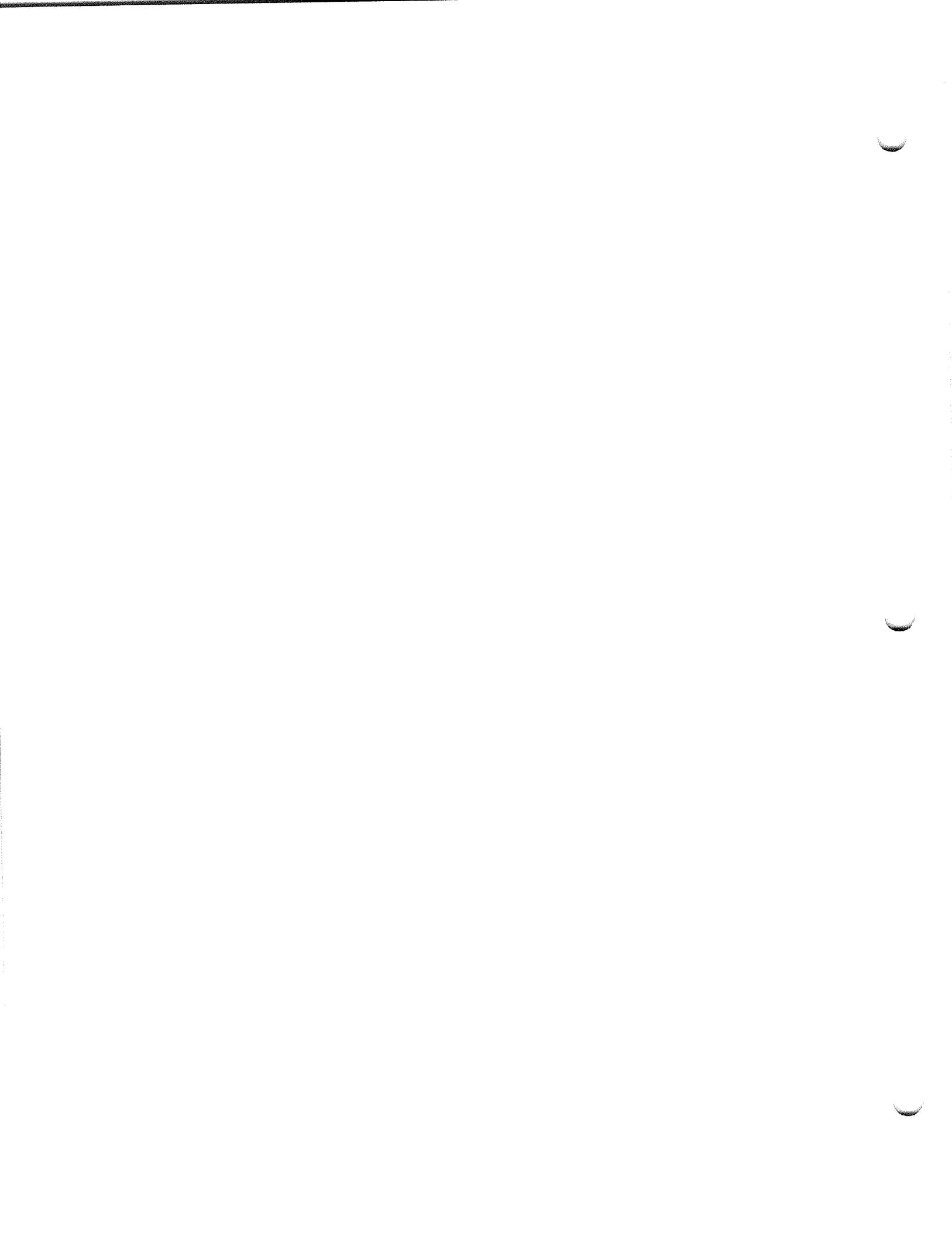
**The Manchester Housing Authority does not assume any liability for accidents or injuries to persons either on or adjacent to the garden area, nor does the Manchester Housing Authority assume responsibility for acts of vandalism, damage, or loss of crops or personal property due to theft. Persons entering on MHA-owned land do so at their own risk.**

**This Waiver & Release of Liability represents the complete understanding between the parties regarding the use of the community garden and no oral representations, statements or inducements have been made apart from this Waiver & Release of Liability. If any provision of this Waiver & Release of Liability is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver & Release of Liability and shall not affect the validity and enforceability of any remaining provisions.**

**D. SIGNATURE- I hereby affirm that the information provided is true and correct. I attest that I have read and understood and agree to abide by the General Rules, Regulations, & By-Laws and the Code of Conduct governing the use of the MHA Community Garden, and that my failure to do so will result in revocation and/or non-renewal of my garden permit.**

Print Name:	Signature:	Date:
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Board Approved: May 19, 2021



**MANCHESTER HOUSING AUTHORITY**  
**Community Gardens**  
**GENERAL RULES, REGULATIONS & BY-LAWS**

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**RESPECT OUR WILDLIFE:** Do not feed, touch or harass our wildlife. Application of poisons and pesticides is prohibited.

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**ORAGE:** The MHA will not provide storage. All tools, hoses, wheelbarrows, chairs, barrels, wood, baskets metal, etc., must

Board Approved: May 19, 2021

## Community Gardens

COMMUNITY GARDEN PLOT APPLICATION

Please Print Clearly

The Housing Authority Community Gardens are owned by the Manchester Housing Authority. Use of the Community Gardens is at the sole discretion of the Manchester Housing Authority.

<input type="checkbox"/> NEW
<input type="checkbox"/> RENEWAL

**A. APPLICANT INFORMATION**

Last Name	First Name	ML	
Home Address	City/Town	State	Zip
Mailing Address	City/Town	State	Zip
Home Phone	Cell Phone	Email	
Emergency Contact Name	Emergency Contact Relationship	Emergency Contact Phone	

**B. VEHICLE(S)**

License Plate #	State	Make	Model	Color
License Plate #	State	Make	Model	Color

**C. ASSIGNED PLOTS**

1	2	3	4	5	6
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**CODE OF CONDUCT**

**IN ORDER TO MAKE GARDENING PLEASANT FOR ALL...** Gardeners will keep a clean and well-maintained garden area free of weeds, rotting or diseased vegetation, or other items that may harm the community garden. All organic waste material must be REMOVED from the garden daily, and other debris placed in designated areas.

**IN ORDER TO ENCOURAGE FRIENDSHIP AND COMMUNITY...** Gardeners will respect their fellow members and be helpful and courteous at all times. Gardeners will follow public health protocols, maintain social distancing, and wear masks when proper distancing is not possible.

**IN ORDER TO BE A GOOD GARDENING NEIGHBOR...** Gardeners will minimize the shading of neighboring plots and will not allow plants to grow into walkways or other plots. Any crowding or shading plants may be trimmed without warning.

**IN ORDER TO KEEP THEFT IN CHECK...** Gardeners will not tend to, or harvest in another gardener's plot (even those looking abandoned) absent express permission from the assigned gardener. Gardeners caught stealing produce will be expelled.

**IN ORDER TO PROTECT OUR ENVIRONMENT AND OUR FOOD....** Gardeners will follow organic gardening practices. Gardeners will not use chemical fertilizers, pesticides, or weed repellents.

**IN ORDER TO MAKE SURE IT ALL RUNS SMOOTHLY...** Gardeners will plant and maintain their garden. If a garden has not been weeded by June 1st and planted by June 15th, or it appears to be abandoned at any time during the growing season, the gardener will be contacted and given one week to tend his/her garden. If the gardener does not, his or her garden will be reassigned or tilled in. If something comes up and you are unable to tend to your plot, please contact the Garden Supervisor or the MHA as soon as possible.

**IN ORDER TO KEEP A GOOD THING GOING....** Gardeners are welcome to use season extending techniques ~~to~~ will  
Board Approved: May 19, 2021

**FENCES:** Permanent or temporary structures (including fences), fixtures, equipment, or items in or immediately around your assigned plot are prohibited and may be removed without notice.

## MANCHESTER HOUSING AUTHORITY Community Gardens

### WAIVER & RELEASE OF LIABILITY

I, in consideration of what has been given to me by the Manchester Housing Authority - specifically, the use of MHA-owned land for a garden plot, the receipt of which is hereby acknowledged - do hereby release and discharge the Manchester Housing Authority from any and all claims, demands, actions and causes of action of every name and nature which I know have or might have upon or against said Manchester Housing Authority, its agents, servants or employees, and especially from all claims arising out of any and all personal injuries, damages, expenses and any loss of property or damage to person or property whatsoever resulting or to result from the Manchester Housing Authority allowing me the use of said property in the exercise or purported exercise of the rights and privileges herein granted. It is also understood and agreed that I will defend, indemnify and hold harmless the Manchester Housing Authority against all actions, claims, damages, demands and suits for damages, costs, loss of services or property, expenses or compensation which I, my heirs, next of kin, executors, administrators, successors, assigns have or may have on account of or in any way growing out of said use of MHA-owned property for gardening purposes or its results by the Manchester Housing Authority or its agents, servants, or employees.

I further understand that this release is to compromise and terminate all claims for injuries, vandalism, theft, or damages of whatever nature, known or unknown, including any damages known or unknown to me fruits, vegetable, herbs or flowers which I have planted.

I further understand that the Manchester Housing Authority is not responsible for any loss of or damage to plants caused by a mechanical or other error in the Garden's water supply, a water shortage, or any Town-mandated water restrictions, and that the Manchester Housing Authority is not responsible for any other materials necessary for the care of my garden.

**The Manchester Housing Authority does not assume any liability for accidents or injuries to persons either on or adjacent to the garden area, nor does the Manchester Housing Authority assume responsibility for acts of vandalism, damage, or loss of crops or personal property due to theft. Persons entering on MHA-owned land do so at their own risk.**

**This Waiver & Release of Liability represents the complete understanding between the parties regarding the use of the community garden and no oral representations, statements or inducements have been made apart from this Waiver & Release of Liability. If any provision of this Waiver & Release of Liability is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver & Release of Liability and shall not affect the validity and enforceability of any remaining provisions.**

**D. SIGNATURE- I hereby affirm that the information provided is true and correct. I attest that I have read and understood and agree to abide by the General Rules, Regulations, & By-Laws and the Code of Conduct governing the use of the MHA Community Garden, and that my failure to do so will result in revocation and/or non-renewal of my garden permit.**

Print Name:	Signature:	Date:
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Board Approved: May 19, 2021

Board Approved: May 19, 2021

TAB  
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# **Manchester Housing Authority**

## **Tenant-On-Tenant Harassment**

### **Policy & Procedures**

The Manchester Housing Authority (MHA) will not tolerate harassment by or of any applicant, tenant, resident, or visitor on the basis of a person's actual or perceived membership in a protected class (or association with such person). Harassing conduct by a tenant will result in action up to and including eviction.

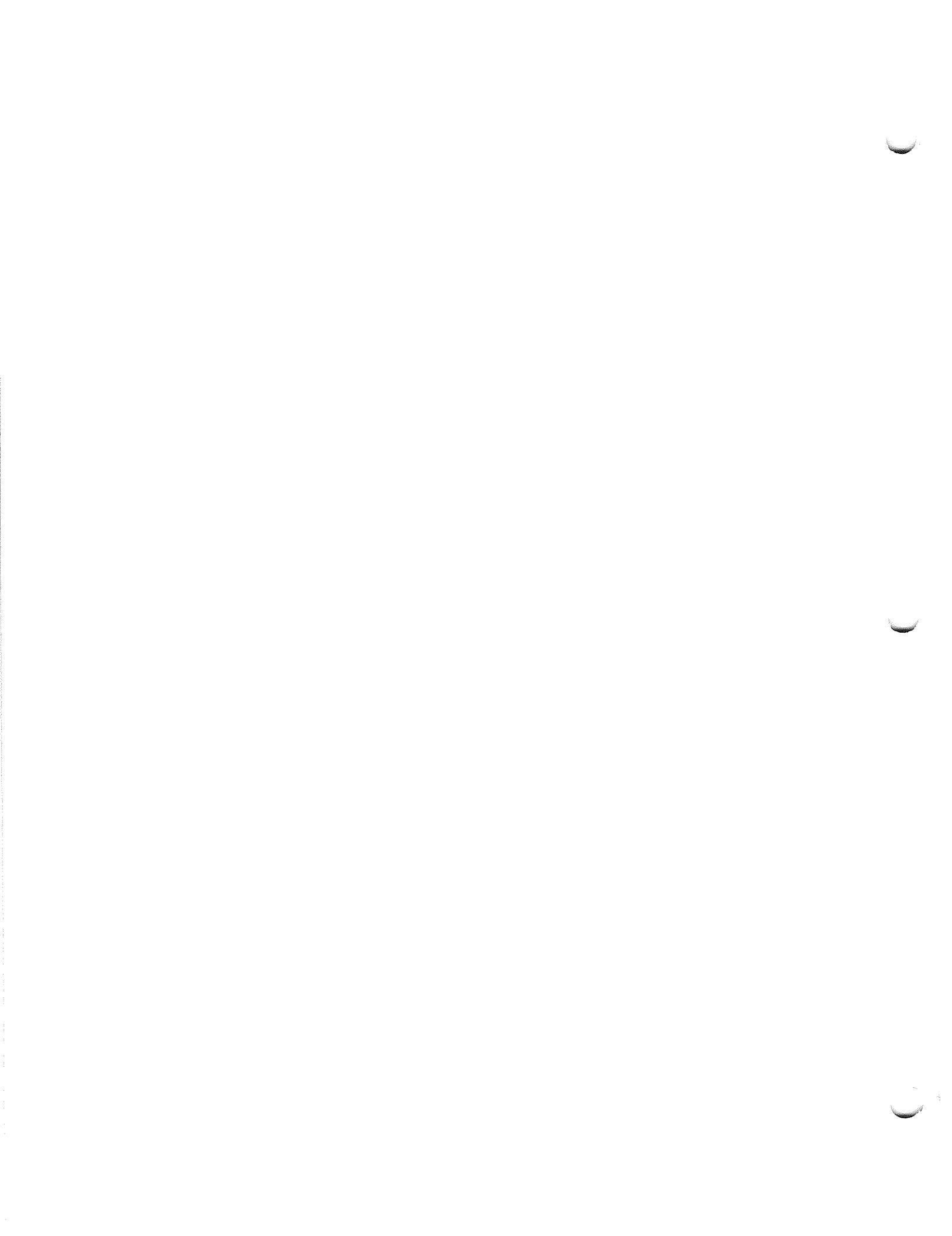
The conduct covered by this policy includes behavior, language, property damage, or writings based on actual or perceived race, color, religion, national origin, sex, age, ancestry, disability or sexual orientation which can create an intimidating, hostile, humiliating or offensive housing environment for residents or visitors.

Harassment based on religion, ethnicity or race includes the use of degrading, demeaning, insulting, abusive or threatening language which relates to a person's race, ethnicity or religion; graffiti, property damage, slogans or other visual displays which contain racial, ethnic or religious-based slurs or insults; demeaning remarks, jokes or gestures based on race, ethnic origin or religion; or racial, ethnic, or religious stereotypes.

Such behavior directed at a resident or visitor because of their membership in a protected class or association with someone who is a member of a protected class, is unlawful under federal and Massachusetts anti-discrimination laws. These laws protect residents' use and quiet enjoyment of their apartments and the common areas and facilities at Manchester Housing Authority properties.

Any tenant who believes that he or she is being harassed should promptly report the behavior to the Housing Management who will promptly investigate any report related to tenant-on-tenant harassment. The tenant has the right to request a transfer with a MHA's transfer application. Any MHA staff member who witnesses or becomes aware of tenant-on-tenant harassment as described in this policy shall immediately report such harassment to the State Housing Administrator or the Executive Director.

**Adopted by Manchester Board of Commissioners on \_September 15, 2021**



TAB

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# REGIONAL LEGAL SERVICES PROGRAM FOR STATE-AIDED HOUSING PROGRAMS

## ***HOUSING AUTHORITY PARTICIPATION AGREEMENT***

### **1 PROGRAM INTRODUCTION AND OVERVIEW**

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The Regional Legal Services Program (the “Program”) has been created by the Massachusetts Department of Housing and Community Development (“DHCD”) to assist eligible local housing authorities in the designated geographic program areas (Western Massachusetts, and Eastern Massachusetts in the Metro South, Northeast and Southeast Housing Court Divisions) (Exhibit 1) to carry out their lawful duties in general, and, specifically to comply with DHCD regulations at 760 CMR 4.00, 5.00, 6.00, 8.00, 11.00, 49.00 and 53.00. Pursuant to this Program, DHCD has agreed to provide funds, up to an annual limit depending on HA portfolio size, to each Participating Housing Authority (HA) to engage with pre-qualified legal service practitioners (the “Attorney(s)”) for legal assistance with regard to the day-to-day operations of the HA, as well as to obtain specialized legal counsel and training on legal topics. By signing this Participation Agreement (the “Agreement”), the HA will acknowledge the terms and conditions of the Program and adherence to such terms as a condition for receipt of state funding which shall be used exclusively for Program purposes.

The Program is intended to augment the existing legal services available to HAs through local resources, to provide a cost-effective source of specialized legal assistance for state-aided housing programs, and to provide on-going training designed to educate HA managers, staff, and Board members on relevant topics and thus reduce their need for legal advice on day-to-day issues. The Program allows HAs in need of certain legal services to choose among several pre-qualified Attorneys who have been selected to provide certain legal services commonly required by LHAs. The cost of program-covered legal services is reimbursable by DHCD Program Funds up to an annual limit based on program type and unit count.<sup>1</sup>

Note, this Program is also not designed to provide all legal services requested or required by HAs and is therefore not intended to force any HA to replace its existing counsel, nor is it intended to be the sole source of legal services for any HA. As described in DHCD’s Regional Legal Services Program Description, attached as Exhibit 2, this Program is not intended to provide HAs with legal services related to their federal housing programs, with the exception of guidance on general operational topics, such as open meeting law, civil rights, and anti-discrimination law, which may also relate to the HA’s federal programs. The Program also will not replace the Retained Risk Liability Program, which comes into play when HAs are facing liability claims.

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<sup>1</sup> For calendar year 2021, the specific method of legal funding allocation is \$50 per each unit of chapter 200 or 705 housing, \$25 per each unit of elderly handicapped housing, \$10 for each unit of chapter 167 and 689 housing and \$5 for each MRVP certificate administered by the LHA to determine a calculated legal allocation amount, this sum is then rounded up to the closest thousand between \$2,000 - \$7,000. With the exception that the minimum allocation is \$3,000 in Western Massachusetts. Please contact DHCD if you believe this value has been calculated incorrectly.

## 2 TERMS OF AGREEMENT

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The undersigned Housing Authority hereby agrees as follows:

### 2.1 PROGRAM ELIGIBILITY AND FUNDING

HAs within a defined Housing Court jurisdiction, Western Massachusetts, Metro South Massachusetts, Northeast Massachusetts, or Southeast Massachusetts, and having fewer than 750 total housing units and fewer than 350 state program units as of July 1 of a fiscal year will be eligible to participate in the Regional Legal Services Program provided that they have executed and returned a program participation agreement to DHCD. LHAs in a geographic area with an assigned regional attorney are not program eligible.

DHCD will designate Program funding for each HA in the Program area which has completed a participation agreement. It is estimated that Program funding for each participating HA will vary; with current program allocation per HA estimated between \$3,000 - \$7,000 annually. Program funding may vary from year to year as DHCD is able to study the costs and benefits of the Program. HAs will follow the instructions of DHCD Public Housing Finance staff regarding budgeting for this expenditure. HAs will be reimbursed for actual funds spent on approved legal services in accordance with this program agreement. HAs will not receive funds allocated but not expended in a given year. Please see 2.3 and 2.4 for further information on program funding and budgeting.

### 2.2 SCOPE OF REPRESENTATION

#### 2.2.1 Authorized Legal Services

Specific services provided through the Regional Legal Services Program shall be consistent with those set out in DHCD's Regional Legal Services Program Description which is attached as Exhibit 2. In summary, Attorneys pre-qualified for the Program will have the opportunity to be retained by HAs to provide legal services in areas where they offer pre-qualified legal skills in three areas:

- Housing Authority Legal Services
- Specialized Legal Services by topic
- Legal Training Services

Depending on the scope of their retention by an HA a Program-participating Attorney may:

- Provide general advice to HAs regarding state-aided public housing and MRVP program administration and operations;
- Advise HAs regarding individual housing matters, as well as operational matters for the HA staff and the HA Board relating to state-aided public housing and MRVP programs;

- Represent HAs in administrative matters, grievances, hearings, tenant selection appeals, MCAD claims up to a probable cause finding, housing court actions, small claims courts, and before other courts or administrative tribunals for matters relating to state-aided public housing and MRVP programs;
- Develop training materials and conduct HA training relating to legal matters concerning state-aided public housing and MRVP programs.

#### 2.2.2 Barred Legal Services

The HA agrees that any Attorney engaged through the Program or using Program funds shall not be used for the following purposes:

- a) Resolve disputes among HA Board members;
- b) Resolve disputes between HAs;
- c) Bring a legal challenge contesting the validity or enforcement of any rule, regulation or formal interpretation of such rule or regulation of DHCD;
- d) Resolve disputes between the HA and DHCD, or intervene where the HA and DHCD have a conflict of interest;
- e) Provide counsel to the HA Board regarding the employment of the HA Executive Director (all such matters shall be referred to DHCD);
- f) Represent the HA in civil service or labor arbitration proceedings or collective bargaining negotiations or in mediation of labor disputes (except where Attorneys are pre-qualified to provide specialized employment or labor law services);
- g) Represent the HA in tort claims (unless the Attorney is requested by the DHCD Retained Risk Program to consider representing the HA for that purpose);
- h) Represent the HA in discrimination claims in which MCAD has issued a probable cause finding (unless the Attorney is requested by the DHCD Retained Risk Program to consider representing the HA for that purpose);
- i) Advise any Board Member, Executive Director, or HA staff member on any personal matter including employment matters using Program funding;
- j) Provide written or oral opinions, or advise or represent the HA on matters related to its federal housing programs, housing development matters, zoning and land use matters or construction matters, using Program funding;
- k) Provide written or oral opinions, advise or represent the HA on any matters in which the HA chooses not to allow information sharing with DHCD pursuant to paragraph 2.5 of this agreement.

### 2.3 OBLIGATIONS OF HOUSING AUTHORITY

#### 2.3.1 Retention and Engagement

The HA will be expected to identify circumstances where legal services would be helpful to the HA. The HA will select an Attorney from the list of pre-qualified Attorneys for the Program. The HA will contact DHCD REGIONAL LEGAL SERVICES PROGRAM: Participation Agreement

the Attorney directly and indicate that it is seeking representation under the Program. If the HA is a new client to the Attorney, the HA will receive a representation agreement from the Attorney.

At the beginning of an engagement, and as requested by any Program Attorney, the HA will provide the Attorney with a written profile of its housing portfolio and programs, including:

- a. The identification of all programs, funding source, and address of all units within each program;
- b. Identification of staff, and staff funding, if requested;
- c. Information on its DHCD-approved lease and grievance procedure, any other local policies and procedures, and any other information necessary for the Attorney to effectively represent the HA; and
- d. In addition, the HA shall update all information provided to the Attorney as needed.

### 2.3.2 Billing and Prompt Payment

Program Attorneys will issue periodic invoices for legal services to participating HAs. Invoicing may be issued on a monthly basis for ongoing claims, or at the conclusion of the representation. HAs must

- a. Promptly review invoices to ensure that the legal services were requested by the HA, that the services were rendered and that the time billed does not appear to be excessive;
- b. If there are no billing concerns, the invoice should be processed for prompt payment. If the provider issues a prompt-payment discount, HAs are encouraged to take advantage of that;
- c. If the HA identifies issues with the bill, they should email the Attorney's billing contact with a cc: to DHCD's program coordinator who can review the bill as well and help to resolve the issue.

HAs are required to keep track of their legal services spending as Program funding may be exhausted during the course of a year; any additional legal services costs incurred after the HA has exhausted its Program funding shall be paid from the HA's regular budget.

### 2.3.3 Related Legal Costs

The HA shall be responsible for the cost of legal process, summons, subpoena and filing fees, deposition and transcript costs, as well as the procurement of constable, moving and storage services and for the direct payment of fees for such services incurred in its cases. These costs can be included in the Attorney's legal bill and may be applied to the HA's Program allocation. HAs are encouraged to require the attorney to obtain pre-authorization before incurring litigation related costs greater than \$250.00.

If the Attorney does not advance the funds, each HA is required to directly pay, from its legal budget line item, for all its costs for mailing of notices or legal pleadings as well as any and all costs associated with filing litigation, including court filing fees and constable service.

## 2.4 PROGRAM FUNDING AND BUDGETING

Because the legal needs of an HA will vary, the cost of each HA's legal services may be greater than or less than the HA's Program funding allocation from year to year. Therefore, an HA will also be expected to allocate funding from its regular operating funds for legal expenses in its annual operating budget.

HAs participating in the Program will then have a legal line item consisting of two sources of funding; first their Program Legal Expenses Allocation, which will not be paid to the HA if it is not used, and second its operating legal budget.

### 1. Program Legal Expenses Allocation

- a. A specific reimbursable allocation will be made to participating HAs annually. These funds will not be paid to the HA if they are not incurred for allowable program expenses. Actual expenditures will be reimbursed up to the allocated amount at the end of DHCD's fiscal year;
- b. To receive their reimbursement, at the end of the year, HAs should submit proof of their paid Program qualifying legal costs up to the maximum allocated amount to Ayo Yakubu Owolewa ([ayo.yakubu-owolewa@mass.gov](mailto:ayo.yakubu-owolewa@mass.gov)), with a carbon copy to Sarah O'Leary ([sarah.oleary@mass.gov](mailto:sarah.oleary@mass.gov)).

### 2. Operating Budget Legal Allocation

- a. Each HA is permitted to allocate in its operating budget a line item which can be spent on non-program legal expenses related to the HA operations, or for qualifying program expenses if the HA has exceeded its annual reimbursable allocation;
- b. Suggested operating budget legal allocation: HA's with less than 200 state-aided conventional public housing units should budget a minimum of \$3,000.00 and an HA with 200 or more state-aided conventional public housing units should budget a minimum of \$5,000.00. These funds are in addition to the maximum funding for DHCD reimbursement for the Program.

### 3. Budgeting Instructions

- a. The legal line in a HAs budget, entered at line item 240 on the HAs administrative costs budget, should reflect the Program Legal Allocation added to the Operating Legal Allocation. i.e. a HA with a Program allocation of \$3,000 and an Operating Allocation of \$3,000 would put \$6,000 in the budget line item 19, account 4130;
- b. As the HA approaches its fiscal year end, the proportion of funds budgeted from the HA's normal operating budget allocation for legal expenses, which remain unexpended or uncommitted, may be transferred to another line item as allowed under DHCD budget guidelines. i.e. a HA with a legal line item of \$6,000, that did not exceed \$3,000 of legal spending during the year, would be able to transfer \$3,000 out of the line item to another cost;

c. As stated in the Program Description, participation in the Regional Legal Services Program does not require any HA to use Program-participating Attorneys' services exclusively, nor does it require any HA to use such services at any particular time or on any particular matter. No HA shall be prohibited from hiring outside counsel at any time within its DHCD approved Operating Budget.

## 2.5 INFORMATION SHARING WITH DHCD

Pursuant to M.G.L. c. 121B, DHCD funds the state-aided programs of all Massachusetts HAs and is responsible for the oversight of all HAs. Accordingly, the HA agrees that DHCD is entitled to such information as it determines is necessary to oversee the HA and to properly fund its programs.

The HA explicitly agrees that any participating Attorney from whom the HA receives legal services may discuss any pending matter with DHCD unless there is a specific conflict of interest between the HA and DHCD on that particular issue. In the event that such a conflict of interest exists, the Attorney must inform DHCD and the HA in writing of the existence of the conflict and the general nature of the conflict, and must cease acting as counsel to the HA on that issue, unless the LHA will waive the privilege. The HA must include these provisions in any representation agreement with a participating Attorney.

A participating HA agrees to provide DHCD with survey responses or Attorney performance evaluations as may be requested from time to time. These comments will be used to assess the success of the Regional Legal Services Program in meeting its goals.

## 2.6 UNDERTAKINGS OF DHCD

DHCD will designate a Regional Legal Services Program Coordinator who will assist in the procurement of pre-qualified legal counsel, assist HAs with questions about Program participation and, as needed, review bills of pre-qualified legal counsel to ensure compliance with Program guidelines.

DHCD will offer training to the pre-qualified Attorneys at the initiation of the Program as well as on an ongoing basis. The mechanism will be a mandatory DHCD-led two to four-hour on-line training session in Spring 2020 as well as annual or semi-annual training meetings or conference calls with other Legal Service Providers, regional program representatives and the DHCD program administrator thereafter.

From time to time, DHCD will work together with HAs to provide additional funding for periodic training sessions on topics of legal interest that may be offered in large settings or on-line. Such topics may include board member training, discrimination law, employment law, fair housing law, compliance with DHCD regulations, grievance law, tenant participation, etc.

## 2.7 CONFIDENTIALITY AND PERSONAL DATA

With regard to the personal data of tenants and applicants of the HA, the Program-participating Attorney is a holder of personal data pursuant to the DHCD Privacy and Confidentiality Regulation, 760

CMR 8.00. Each representation agreement between an HA and a Program participating Attorney must require the Attorney to acknowledge that the Attorney is bound by the requirements of that regulation.

## 2.8 TERMS OF AGREEMENT

The term of the Participation agreement with the Attorneys pre-qualified by DHCD will be for three years, with the option to renew for two additional one-year periods. This Agreement will remain in effect for shorter of the following:

- The term of the Participation agreement between DHCD and the Attorneys; the total potential duration shall be through October 2026;
- Until the HA decides to withdraw from participation in the Regional Legal Services Attorney Program and provides written notice of its withdrawal to DHCD; or
- Earlier termination in the event that DHCD ends funding for this Program.

## 3 PROGRAM CONDITIONS

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This Agreement is intended to describe the operation of the Program and to ensure that the undersigned HA understands its obligations under the Program as well as the conditions under which it may engage the services of the pre-qualified attorneys available to it. This Agreement is not intended to grant the HA any rights or provide any guarantees or assurances as to the future availability of legal services or funds under the Program, which DHCD may terminate or change from time to time as DHCD deems necessary or desirable.

## 4 AUTHORIZATION

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By vote of the Board of the Manchester Housing Housing Authority, with a principal place of business at #7 Office The Plains, Manchester Massachusetts, the Housing Authority hereby certifies that it has had an opportunity to review and understand the requirements of the Regional Legal Services Program and hereby agrees to abide by the terms of this PARTICIPATION AGREEMENT.

Signed by:

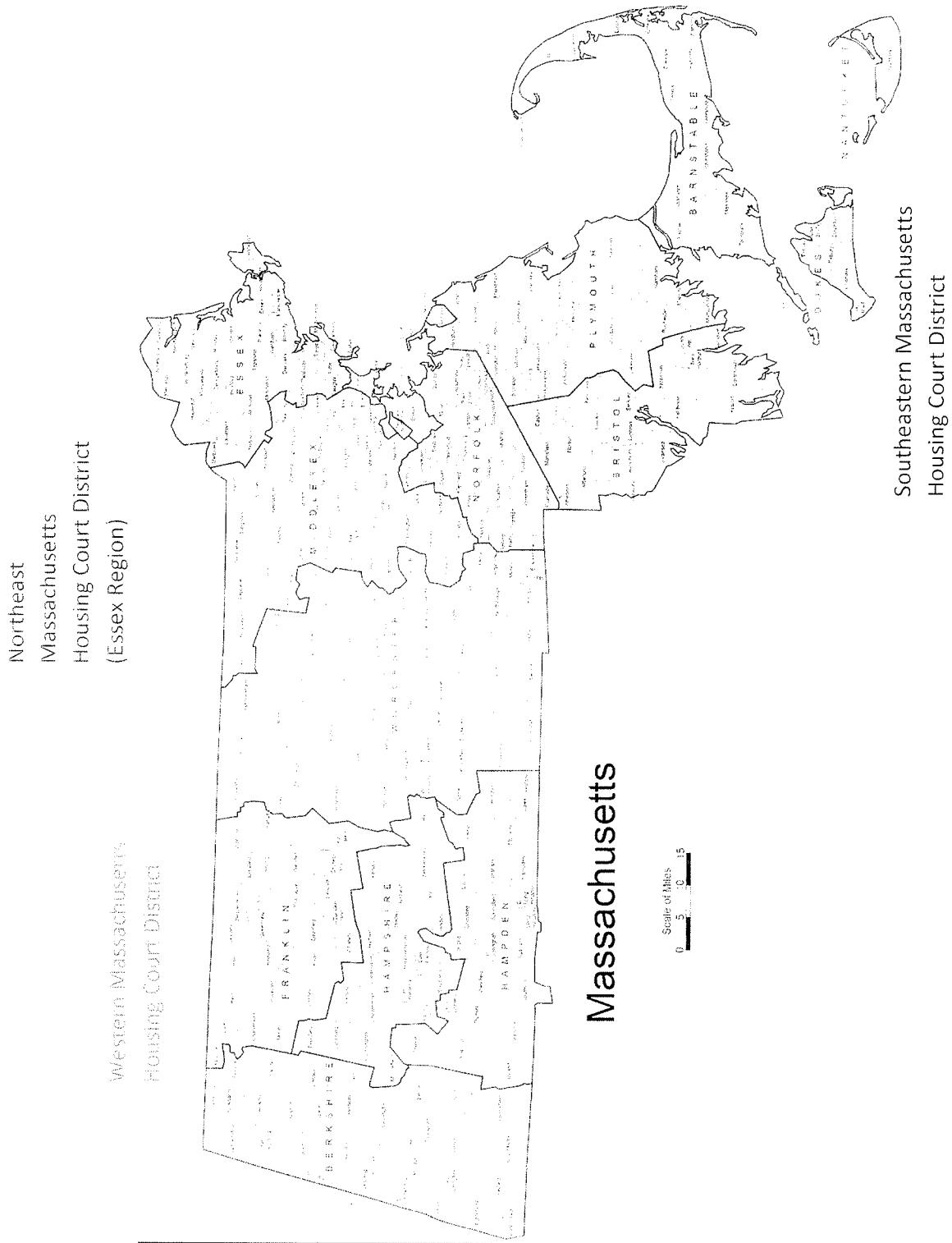
Dated: 12/15/2021

HA Chairman of the Board

Dated: 12/15/2021

Irene Frontiero Executive Director  
HA Executive Director

## Exhibit A



TAB

31





# Manchester Housing Authority, Inc.

Post Office Box 608

Manchester-by-the-Sea, Massachusetts 01944-0608

Tel: (978) 526-1850

Fax: (978) 526-1604

## EXTRACTS OF MINUTES:

## EXTRACTS FROM THE MINUTES OF A REGULAR MEETING OF THE MANCHESTER HOUSING AUTHORITY

HELD ON June 15, 2022

The members of the Manchester Housing Authority met in regular session on <https://meet.goto.com/463865925> in <https://meet.goto.com/463865925> the Town of Manchester, Massachusetts, at 3:30 P.M.. The meeting was called to order by the Gretchen Wood, Acting Chairperson, and upon roll call, those present and absent were as follows.

### PRESENT:

Irene Frontiero Executive Director, Secretary

Beth Heisey commissioner  
Catherine Erickson State Appointee  
Gretchen Wood  
Allen McCoy

### ABSENT:

Elaine Persons Chair

Motion was made by Katherine Erickson motioned to approve the Manchester Housing Authority 2022 Language Access Plan as presented, and Beth Heisey seconded the motion and upon roll call the "Ayes" and Nays" were as follows:

4Ayes                    0 Nays

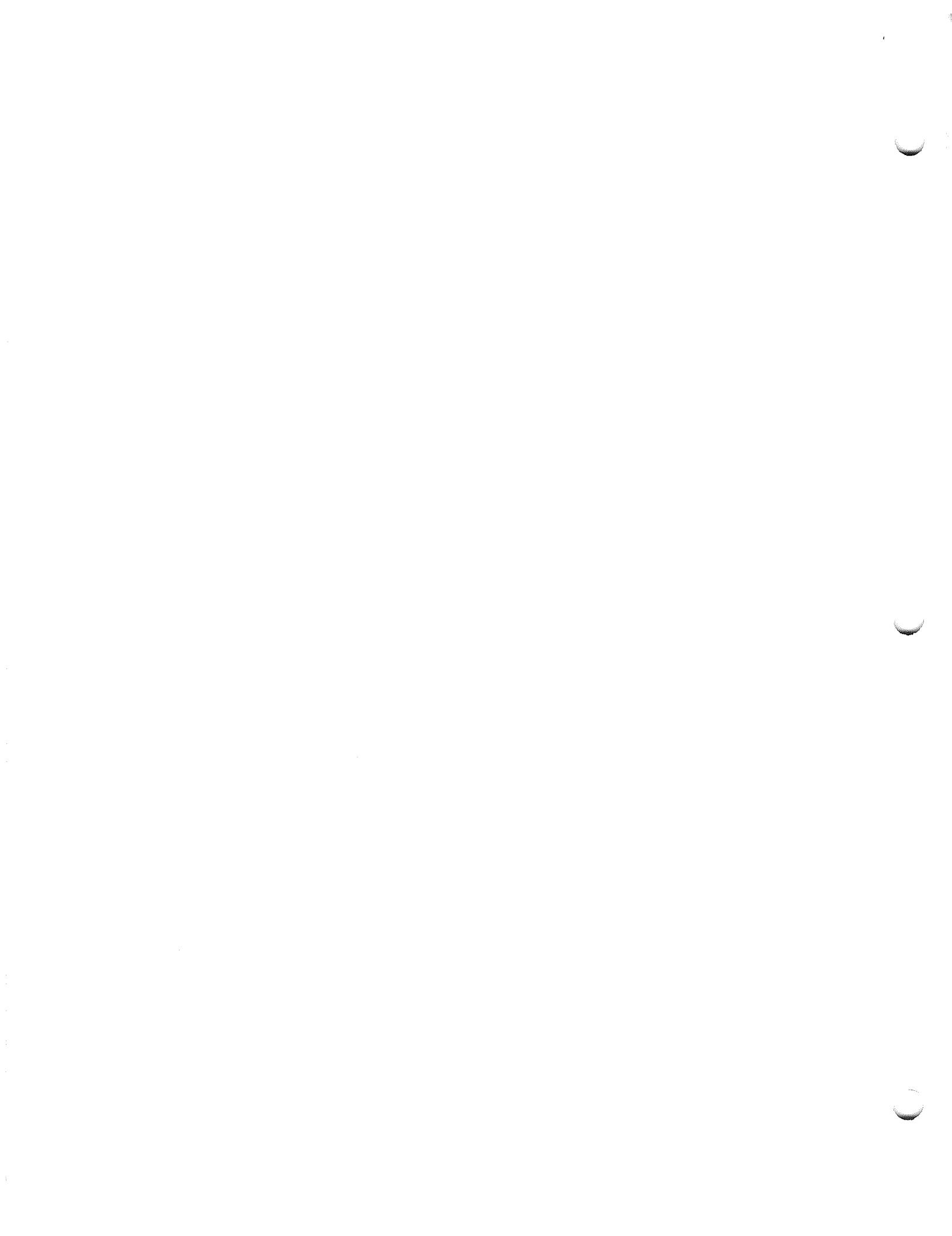
I, duly appointed, qualified; and acting secretary of the Manchester Housing Authority do hereby certify that on June 9, 2022, I filed, in the manner provided by M.G.L. c.30A sec.18-25, as amended, with the Clerk of the town of Manchester a Notice of Meeting of which the foregoing is true and correct.

In Testimony whereof, I have hereunto set my hand and the seal of said Authority this 15, day of June 2022.

*Attest a true copy*

*Irene Frontiero*

*Executive Director and Secretary to the Board*



## MANCHESTER HOUSING AUTHORITY LANGUAGE ACCESS PLAN

## **I. INTRODUCTION**

The Manchester Housing Authority (“MHA”) is committed to ensuring equal access to its programs and services by all residents, regardless of primary language spoken.

Pursuant to 760 CMR 4.02(1)(e), Massachusetts Local Housing Authorities must adopt and enforce a Language Access Plan (“LAP”) regardless of whether they receive federal funds. DHCD has provided “DHCD LAP Guidance to Program Administering Entities” as an appendix to its Language Access Plan, most recently in 2017.<sup>1</sup>

Title VI of the Civil Rights Act of 1964 (“Title VI”) also requires recipients of federal financial assistance to take reasonable steps to ensure meaningful access to their programs and services by individuals with Limited English Proficiency (“LEP”). Persons who do not speak English as their primary language and who have a limited ability to read, write, or understand English may be considered LEP individuals. Such reasonable steps to ensure meaningful access include language access planning.

On January 22, 2007, the U.S. Department of Housing and Urban Development (“HUD”) issued Final Guidance to recipients of HUD funding concerning compliance with the Title VI prohibition against national origin discrimination affecting LEP individuals, including detailed guidance for language access planning.<sup>2</sup>

Furthermore, HUD's Final Guidance defines a four-factor self-assessment method which assists agencies receiving HUD funds in determining the extent of their obligations to provide LEP services. DHCD, in its "DHCD LAP Guidance to Program Administering Entities," has encouraged LHAs to utilize this four-factor self-assessment method regardless of whether they receive HUD funds. Based on the DHCD and HUD guidance, the LHA has completed an LEP four-factor self-assessment ("Attachment A").

Using the LEP self-assessment as a guide, the LHA has prepared this LAP, which defines the actions to be taken by the LHA to ensure LHA compliance with Title VI and/or DHCD requirements with respect to LEP individuals. The MHA will periodically review and update this LAP in order to ensure continued responsiveness to community needs and compliance with 760 CMR 4.02(1)(e), as well as Title VI and related HUD guidance as applicable.

## II. GOALS OF THE LANGUAGE ACCESS PLAN

The goals of the MHA's LAP include:

- To ensure meaningful access to the MHA's housing programs by all eligible individuals regardless of primary language spoken.
- To ensure that all LEP individuals are made aware that the MHA will provide free oral interpretation services to facilitate their contacts with and participation in programs administered by the MHA.
- To provide written translations of vital documents to LEP individuals speaking priority languages.
- MHA To ensure that staff are aware of available language access services and how these services need to be used when serving LEP individuals.
- To provide for periodic review and updating of this LAP and services in accordance with community needs.

### **III. LEP INDIVIDUALS WHO NEED LANGUAGE ASSISTANCE**

See "Attachment A" for data analysis of LEP populations.

### **IV. TYPES OF ASSISTANCE NEEDED BY LEP INDIVIDUALS**

Most contacts between the MHA and LEP individuals involve meetings, written communications and phone calls where information is exchanged. Examples include interactions by applicants with MHA staff during the application process leading up to and including placement in housing, as well as periodic contact between residents and MHA staff related to management, maintenance and lease compliance issues. Oral language assistance services may be needed for these contacts. Oral language assistance service may come in the form of "in-language" communication (a demonstrably qualified bilingual staff member communicating directly in an LEP person's language) or interpretation services. These services may also be necessary to communicate with LEP individuals when written materials are insufficient.

Other contacts involve the exchange and review of printed materials, some of which may be considered "vital documents". HUD's Final Guidance defines vital documents as, "any document that is critical for ensuring meaningful access to the recipients' major activities and programs by beneficiaries generally and LEP individuals specifically". The MHA will strive to provide translation services as necessary and as resources permit for any document considered vital for an applicant's, tenant's, or participant's meaningful program access as provided in section V.B below ("Written Translation").

## **V. LANGUAGE ASSISTANCE TO BE PROVIDED**

To promote equal access to MHA programs and services by LEP individuals, the HA will implement the following array of Language Access services:

### **A. Identification of LEP Individuals and Notices**

*Use of “I Speak... Language Identification Flashcards”:* To help identify LEP individuals and determine the appropriate Language Access, the MHA will post and make available “I Speak... Language Identification Flashcards” in common areas, on its website, and by request. Applicants and residents can use these guides to indicate their primary language. During the tenant selection screening process, LHA staff will make appropriate arrangements for interpretation services generally; using either a bilingual staff person or a telephone interpretation service.<sup>3</sup>

*Notices of Oral interpretation Services:* Subject to budget constraints and in consideration of the four-factor self-assessment described on Attachment A, the MHA will provide free access to language assistance for staff contact with LEP individuals. The MHA will prominently post multi-language notices in common areas and on its website which indicate that free language assistance is available upon request (see “Attachment B”). The MHA will also gather data on requests for language assistance by language to inform its four-factor self-assessment.

### **B. Language Access Measures**

*Oral Interpretation - Staff:* When feasible, bilingual MHA staff will be utilized to communicate with LEP individuals in their native languages and to assist them in reviewing MHA materials, answering questions about MHA programs, and responding to MHA forms and information requests. Currently, MHA employs staff members who speak **[English]**.

*Oral Interpretation - Telephone Support:* Subject to budget constraints and in consideration of the four-factor self-assessment described on Attachment A, if qualified bilingual MHA staff are unavailable to communicate with an LEP individual who is requesting assistance, the MHA will use the services of a professional telephone interpretation service, including when an LEP individual uses an “I Speak... Language Identification Flashcard” to signify that they speak a non-English language. When these contacts involve review of MHA forms and procedures, the MHA will schedule the call so that the telephonic interpreter has the opportunity to first review the relevant form or procedure. The MHA will only utilize interpretation services which demonstrate a high degree of training and professionalization among the interpreter staff. The MHA will utilize a service which provides trained and certified interpreters and coverage for a multitude of

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<sup>3</sup> “I Speak...” Language Identification Flashcards are available in numerous languages from the U.S. Census Bureau:

languages. MHA staff will be trained in how to access this service, which will be available as needed for LEP applicants and residents.

*Oral Interpretation - In Person Assistance:* Subject to budget constraints and in consideration of the four-factor self-assessment described on Attachment A , in limited instances where telephone interpretation services or the use of bilingual MHA staff are determined insufficient to ensure meaningful access, the MHA may provide qualified in-person interpretation services at no cost to the LEP individual through the use of community resources and/or outside organizations or vendors who employ or contract with qualified and trained interpreters. Examples of contacts where in person assistance may be requested includes termination hearings and evictions. Due to the considerable expense often involved in providing in person assistance, unless in-person interpretation is available at low cost through community resources, the MHA will generally strive to use telephonic assistance, as resources permit. If the LEP individual does not wish to use the free interpretation services offered by the MHA, the LEP individual may provide their own qualified interpreters at their own expense.

*Oral Interpretation - Use of Other Interpreters not provided by the MHA:* As noted above, LEP individuals will be informed that the MHA will provide them with free access to oral interpretation services via bilingual MHA staff or qualified, trained contractors as needed. If the LEP individual requests their own qualified, trained interpreter this will be allowed at the individual's own expense. Use of family members and friends as interpreters is allowed. Staff will be advised to be alert to the potential for any conflict of interest or competency issue that may arise from the involvement of family or friends.

*Written Translation:* The MHA will strive to translate documents that are vital to meaningful program access as resources permit and in consideration of the four-factor-self-assessment referenced in Attachment A and applicable HUD guidance.<sup>4</sup> Priority languages for translation are identified in Attachment A. Vital documents are those that are critical for ensuring meaningful access to the MHA's major activities and programs by beneficiaries generally and LEP persons specifically. Meaningful program access generally requires awareness of, and ability to participate in, procedures for applying to the program, for meeting the requirements of the program, and for enjoying important benefits of the program. Meaningful program access also requires awareness of rights and services; otherwise, LEP persons may effectively be denied such access.

<sup>4</sup> HUD guidance indicates that written translation of vital documents for each eligible LEP language group that constitute more than 5% ( $If > 50$ ) of the eligible population in the market area or among current beneficiaries, or 1,000 of such persons, whichever is less, will constitute strong evidence that reasonable steps have been taken to address written translation needs.

Written or “vital documents” include:

- Application-related documents
- Lease-related documents
- Rent-redetermination related documents
- Consent and complaint forms
- Written standard notices of rights, denial, loss, or decreases in benefits or services, and other notices relating to hearings/conferences/grievances
- Notice to quit and eviction-related documents
- *Non-Vital or Non-translated Written documents:* For documents not considered “vital documents” or not immediately translated, a notice must be placed on the document which states in the most frequently encountered languages identified under the administering entity’s LAP, “This is an important document. Please contact [administering entity and telephone number/address] for free language assistance” (see “Attachment C”).
- *Legal documents:* In the case of legally binding documents such as a lease, although a translated copy of the document should be provided, the English version of the document is the one that is legally binding and considered the official document. The translated document is to be used as a reference tool only. A brief statement will be included on these documents in the language which the document has been translated into which states “This document is for informational purposes only. The English version of this document is considered the legally binding document” (see “Attachment D”).
- *Translation of written documents:* For MHA program documents, including those that are highly individualized (such as ineligibility, termination or appeal notices), the MHA will, to the extent feasible within administrative and fiscal limits, translate these documents based on an assessment utilizing the four-factors discussed above.
- *Note on timing-related rights:* A person with LEP will not be penalized or denied meaningful and effective access because of an administering entity’s inability to provide timely translation or interpretation services. This would include allowing additional time for translation and/or interpretation without impacting an applicant’s position on the MHA waitlist.
- *Review and updating:* The MHA will periodically review and update the list of vital documents to reflect those documents which are considered vital to applicants and/or residents and will also track existing translated documents that need to be updated for consistency with updated English-language documents.

### C. Staff Training and Coordination

The MHA will provide training on LEP awareness and required assistance actions under the Language Access Plan for employees. This will include:

*Training:* The MHA will make reasonable efforts to avail its staff and employees of any available trainings on Language Access. MHA employees and staff who regularly interact with MHA clients will be encouraged to complete periodic refresher trainings on Language Access.

*LEP Coordinator:* The MHA has designated the Executive Director as the LEP Coordinator, responsible for ongoing updating of LEP analysis, addressing staff and public questions and issue related to LEP matters, and providing ongoing LEP training.

### D. Providing Notice to LEP Individuals

To ensure that LEP individuals are aware of the language services available to them, the MHA will post LEP notices in multiple languages in the LHA's common areas, on the MHA's website, and will make LEP notices available upon request.

### E. Monitoring and updating the Language Access Plan

The LAP will be reviewed and updated periodically as needed. The review will assess:

- Whether there have been any significant changes in the composition or language needs of the LEP-population in Essex County and/or based on MHA data;
- A review to determine if additional vital documents require translation;
- A review of any issues or problems related to serving LEP individuals which may have emerged; and
- Identification of any recommended actions to provide more responsive and effective language services.

Adopted by the Board of the Manchester Housing Authority on: \_\_\_\_\_

*Attachment A: LHA's Four Factor Self-Assessment Analysis Regarding LEP Individuals*

*Attachment B: Language Assistance Protocols*

*Attachment C: Important Document Notice*

*Attachment D: Legal Notice Translation*

## **Attachment A: MHA's Four-Factor Self-Assessment Analysis Regarding Limited English Proficiency (LEP) Individuals**

### **1. Assessing the number and proportion of LEP individuals served or encountered in the eligible service population.**

Data estimates are based on the following data sources:

(a). Census data at the County level (for estimating potential LEP applicants encountered by the MHA): a

See data graph (attached) compiled by U.S. Census Bureau of citizens of **Essex** County aged 5 years and over for which English is spoken “less than very well.”

(b). Municipal Data [*For use only where the % of LEP population speaking the language in the City/Town is greater than the percentage for the County*]:

See data graph (attached) compiled by U.S. Census Bureau of citizens of Manchester City/town aged 5 years and over for which English is spoken “less than very well.”

**Languages spoken by 5% more of this population are as follows:**

(c). Applicant data (e.g., data on CHAMP application languages for estimating applicant LEP population served):

**Spanish 3%**

(d). Tenant data (e.g., data on primary languages and communication preferences by language for estimating tenant LEP population served):

**English 98.75%**

(e). Other (e.g., data on telephonic or in-person interpretation usage by language, data from surveying other organizations serving LEP persons in the MHA region)

We have not received any requests, telephonic or in-person interpretation. As a result, there is no data from surveying other organizations serving LEP person in the MHA region.

Based on the above data sources, the following languages are priority languages for translation, in descending order of priority for translation [*Spanish must be included*]:

**Spanish**

**2. Assessing the frequency with which LEP individuals come into contact with the program, activity, or service.**

It is rare that MHA encounters LEP applicants

**3. Assessing the nature and importance of the program, activity, or service provided by the program.**

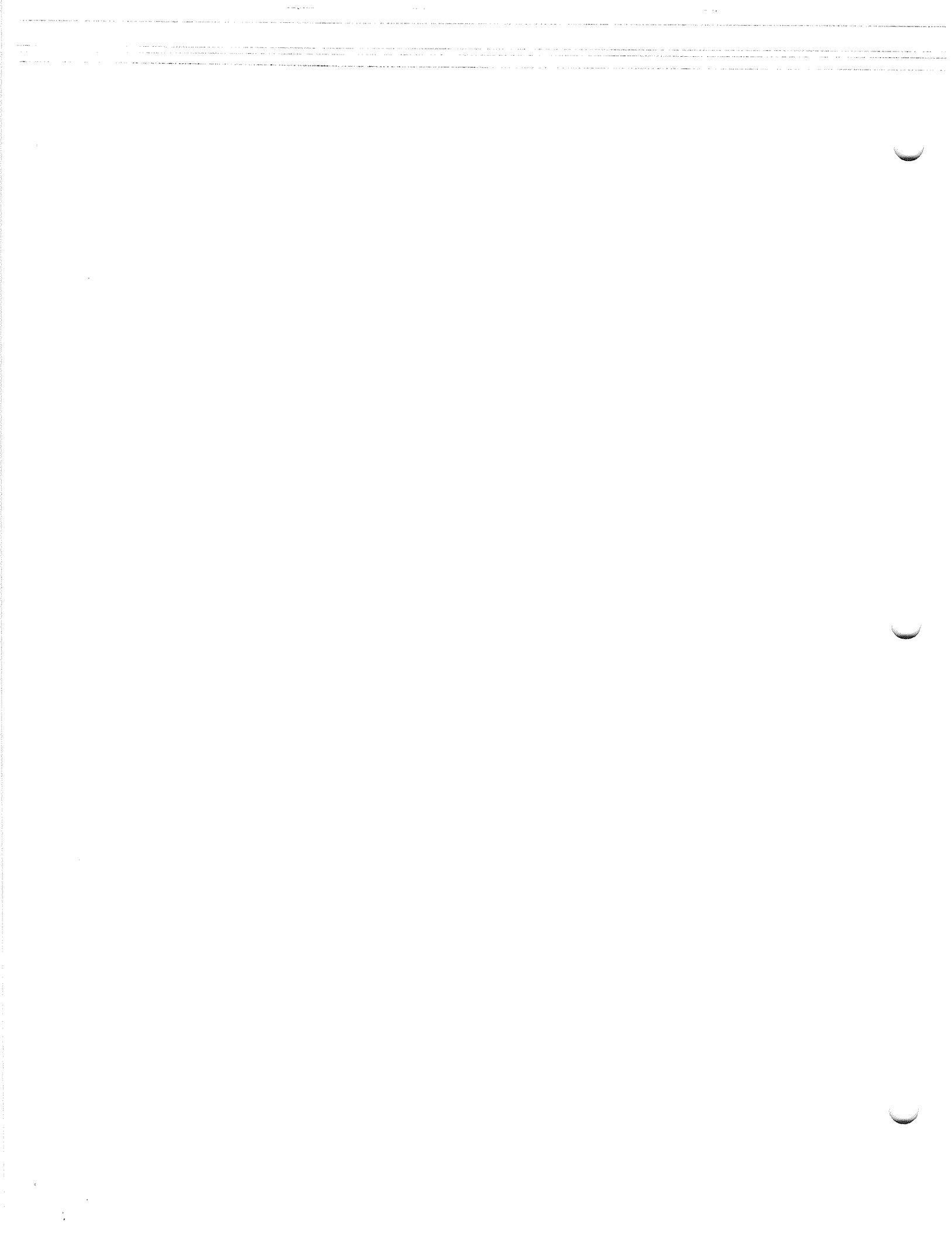
During the application process it would be an importance activity for LEP applicant to need such services if needed.

**4. Assessing the resources (e.g., translation services, bilingual staff, community resources, etc.) available to the MHA and costs.**

MHA has no bilingual staff, and there are limited community resources available to MHA. Translation and interpretation will be conducted through Language Line Solutions, this is the most cost effective and efficient method for MHA.

**Table of Languages Spoken at Home by Ability to Speak English Less than "Very Well" for the Population 5 and Over**

	Total Population	Spanish or Spanish Creole	Portuguese or Portug. Creole	Chinese	French Creole	Vietnam se	Russia n	Afrika C	Malay K	Khmer L	Laotian M	Other N
Massachusetts	6,339,745	222,343	78,067	62,626	31,741	25,169	15,986	13,655	12,237	1,205	1,205	1,205
Barnstable County	206,315	851	1,657	329	76	90	186	65	65	0	0	0
Berkshire County	123,598	1,584	253	199	14	49	219	35	35	0	0	0
Bristol County	523,318	10,660	23,081	1,258	1,763	427	138	416	416	0	0	0
Dukes County	16,207	11	428	11	0	0	0	0	0	0	0	0
Essex County	720,287	49,968	3,649	1,881	1,095	1,543	1,986	1,324	2,235	0	0	0
Franklin County	67,882	347	109	164	0	66	127	16	16	0	0	0
Hampden County	440,557	27,487	2,323	842	247	1,198	1,945	444	444	0	0	0
Hampshire County	154,882	1,059	13	1,095	6	143	28	29	29	2,077	2,077	2,077
Middlesex County	1,468,316	31,458	22,640	20,320	7,212	4,353	4,589	3,672	3,672	7,435	7,435	7,435
Nantucket County	9,960	431	24	67	28	0	5	0	0	0	0	0
Norfolk County	650,320	4,329	3,575	17,360	2,750	3,473	2,681	1,572	2,022	0	0	0
Plymouth County	476,497	3,903	9,361	721	4,980	469	81	375	277	0	0	0
Suffolk County	716,136	65,699	6,341	14,948	12,899	8,672	3,139	4,070	3,422	0	0	0
Worcester County	765,470	24,556	4,613	3,431	671	4,686	862	1,631	2,043	0	0	0
<b>Total Population</b>	<b>6,339,745</b>	<b>10,967</b>	<b>9,792</b>	<b>7,694</b>	<b>6,595</b>	<b>5,754</b>	<b>3,927</b>	<b>3,609</b>	<b>3,432</b>	<b>356</b>	<b>356</b>	<b>356</b>
Massachusetts	6,339,745	10,967	9,792	7,694	6,595	5,754	3,927	3,609	3,432	356	356	356
Barnstable County	206,315	98	95	69	222	19	162	0	0	0	0	0



## **Attachment B: Language Assistance Protocols**

Interpretation Service: Language Line Solutions

Telephone Number: 1-888-808-9008

Website: [www.Languageline.com](http://www.Languageline.com)

### **Identifying Need for Language Assistance:**

Persons with LEP will often be able to convey, including through third parties, their need for language assistance, although in some instances one or more of the following steps may be necessary to identify the language and the nature of the assistance sought.

- 1) Utilize "*I-Speak cards*" where walk-ins occur to identify what language the person reads or speaks. *I-Speak* cards are available at the following website: <https://www.lep.gov/sites/lep/files/media/document/2020-02/crcl-i-speak-booklet.pdf>.
- 2) Consult available *MHA staff* who can provide initial support in identifying languages and assistance needed by persons with LEP that come into direct contact with the MHA in person, by telephone, or in writing.
- 4) Utilize LEA's over-the-phone telephonic services account with **Language Line Solutions** (see below for further information).
- 5) Other: Consult with other agencies assisting current applicant or resident.

*Note:* Persons with LEP must not be turned away or told that they must secure their own interpreter or translator. Language assistance through interpreter or translator services as appropriate must be sought as soon as possible and timing related rights must be preserved while such services are being sought.

### **Protocols and Procedures for Providing Oral Language Assistance (Interpretation):**

*Select appropriate method for providing interpretation* on a case-by-case basis depending on the nature and importance of the communication, including whether in-person interpretation is necessary for providing meaningful access to programs and services. The following are interpreter resources for consideration:

- a. The appropriate method for interpretation is through Language Line Solution by Phone Interpreting. Call MHA for assistance at 978-526-1850.

b. *Community/other resources* (e.g., non-profit assistance or inter-agency partnerships)

Action Inc, maybe able to provide bilingual services for in-person appointments. Contact the MHA's Executive Directors at 978-526-1850 to schedule appointment.

c. Currently Language Solution Line is to be used for over-the-phone interpretation. Useful tips for using interpreter services and further protocols for telephonic interpretation are provided below.

d. *In-Person Assistance:* In limited instances where in-person assistance is necessary to ensure meaningful access and use of bilingual MHA staff is determined to be insufficient or inappropriate (e.g., due to a conflict of interest), the MHA may provide qualified in-person interpretation services at no cost to the LEP individual either through Language Solution line or the local community organizations such as Action Inc.

MHA will identify if there is need for language assistance, detailed above. ED will determine if an onsite interpreter is required and will assist in the request to accommodate.

#### **Protocols for Using Over-the-Phone Interpretation:**

#### **[Insert applicable telephone number, PIN, and further instructions**

- Call 1-888-808-9008 and enter PIN \_\_\_\_\_
- At the prompt, state the language you need
- You will be asked if you need the interpreter to dial a third-party number for you. Answering yes you be connected to an agent. Answering no, you will be directed to the professional interpreter.

#### **Additional Protocols for Administrative Staff**

- 1) Utilize staff resources or the service to:
  - a. Determine the LEP caller's question or issue.
  - b. Obtain the LEP caller's name, contact information, and best times when he or she can be reached.
  - c. Inform the LEP caller that the appropriate staff person will contact the caller.
- 2) After the call ends, let the appropriate staff person that would handle the caller's type of question/issue know that the caller requires follow-up with language interpretation and specify for the staff person the information

corresponding to paragraph (1) (a)-(c) above as well as whether the issue appears to be time sensitive.

- 3) Assist the staff person to utilize staff resources or over-the-phone interpretation to follow-up with the LEP caller.

Note: the following are useful tips for utilizing over-the-phone interpreter services:

- Explain to the interpreter the purpose of the communication (i.e., assistance filling out a housing application). It is also helpful, particularly for more complex situations, to give the interpreter a brief overview and description of the information to be conveyed.
- Provide brief explanations of technical terms of art that may come up during the communication, such as eligibility, income limits, recertification, lease violation, etc.
- Speak as if talking directly with the person with LEP and not with the interpreter. It may be helpful to check in with the interpreter to make sure he/she is understanding what you are saying. If in person, face the person with LEP and look at him/her and not the interpreter.
- Speak in short sentences and enunciate words.
- Express one idea at a time and allow the information to be interpreted prior to continuing.
- Avoid using acronyms, such as HUD, DHCD, etc.
- Inform the interpreter when you are no longer in need of his/her services.

#### **Protocols and Procedures for Providing Written Language Assistance (Translation):**

##### **1) Translation of vital documents:**

###### **a. MHA staff:**

Currently the MHA does not have any staff that is able to provide written language assistance and will use Language Line Solutions to translate documents

###### **b. *Community/other resources* (e.g., non-profit assistance or inter-agency partnerships)**

The MHA does not have any other resources other than what has been mentioned above.

###### **c. Currently, Language Line Solution or another approved vendor as noted above is to be used for written translation.**

- 2) *To the extent important documents have yet to be translated, free language assistance terminology translated in other languages must be inserted with the document (see “Attachment C”).*
- 3) *For legally binding documents, such as a lease, the translation must be accompanied by a statement in the language of the translated document indicating that the translated document is for informational purposes only and that the English version is considered the legally binding document (see “Attachment D”).*

## Attachment C: Important Document Notice

This is an important document. Please contact [Manchester Housing Authority] at [978-526-1850] for free language assistance.

Este documento es muy importante. Favor de comunicarse con él \_\_\_\_\_ en \_\_\_\_\_ para ayuda gratis con el idioma. (Spanish)

Este é um documento importante. Entre em contato com o \_\_\_\_\_ no número \_\_\_\_\_ para obter assistência gratuita com o idioma. (Portuguese)

Dokiman sila a enpòtan. Tanpri kontakte \_\_\_\_\_ la nan \_\_\_\_\_ pou asistans gratis nan lang. (Haitian Creole)

此文件為重要文件。如果您需要免費的語言翻譯幫助，請聯絡\_\_\_\_\_聯絡方式：  
\_\_\_\_\_。(Chinese, Traditional)

此文件为重要文件。如果您需要免费的语言翻译帮助，请联络\_\_\_\_\_联络方式：  
\_\_\_\_\_。(Chinese, Simplified)

Это весьма важный документ. Свяжитесь с сотрудником \_\_\_\_\_ на предмет оказания бесплатной помощи по переводу на иностранный язык (\_\_\_\_\_\_). (Russian)  
(Phone #)

នេះគឺជាញកសារបែនបាន ស្ថិតិថ្លែងនៅ \_\_\_\_\_ តាមរយៈ \_\_\_\_\_  
ដើម្បីទទួលបានជំនួយ ខ្មែកភាសាអង់គេនិងខ្លះ [Mon-Khmer, Cambodian]

Đây là một tài liệu quan trọng. Vui lòng liên hệ \_\_\_\_\_ tại \_\_\_\_\_ để được hỗ trợ ngôn ngữ miễn phí. (Vietnamese)

Kani waa dokumentiyo muhiim ah. Fadlan \_\_\_\_\_ kala soo xiriir \_\_\_\_\_ si aad u  
hesho gargaar xagga luqadda oo bilaash ah. (Somali)

هذه وثيقة مهمة، يرجى الاتصال بـ \_\_\_\_\_ للمساعدة اللغوية  
المجانية.  
[Phone #] [Agency Name] (Arabic)

Ce document est très important. Veuillez contacter le \_\_\_\_\_ au \_\_\_\_\_ afin  
d'obtenir une assistance linguistique gratuite. (French)

Il presente è un documento importante. Si prega di contattare il \_\_\_\_\_ al  
per avere assistenza gratuita per la traduzione. (Italian)

This is an important document. Please contact Manchester Housing Authority at 98-526-1850 for free language assistance.

Το παρόν έγγραφο είναι σημαντικό. Παρακαλώ εποικωνήστε με την \_\_\_\_\_ στο τηλέφωνο \_\_\_\_\_ για δωρεάν γλωσσική βοήθεια. (Greek)

Jest to ważny dokument. Proszę skontaktować się z \_\_\_\_\_ pod numerem \_\_\_\_\_ aby uzyskać bezpłatną pomoc językową. (Polish)

이것은 중요 문서입니다. 무료 언어 지원을 위해서는 \_\_\_\_\_에 연락하십시오.  
(Korean)

これは重要な文書です。無料の言語サービスについては、\_\_\_\_\_ の \_\_\_\_\_までご連絡ください。  
(Japanese)

Սա կարևոր փաստաթուղթ է: Խնդրում ենք կապվել \_\_\_\_\_ եզրական ձրի օգնության համար: (Armenian)

ນີ້ແມ່ນອະກະການທີ່ສໍາຄັນອັນຫົ່ງ. ກະວຸນາຕິດຕໍ່ກັບ \_\_\_\_\_ ທີ່ \_\_\_\_\_ ດິຈິໂພຂ່າຍ່າມຈ່ວຍເຫຼືອທາງດ້ານການເປັນຍາວິດລົບໄດ້ເສີ່ອ. (Lao)

Ovo je važan dokumenat. Za besplatnu pomoć vezanu za jezik, molimo vas kontaktirajte \_\_\_\_\_ na \_\_\_\_\_. (Serbo-Croatian)

یہ ایک اہم دستاویز ہے۔ زبان سے متعلق مفت مدد کیلئے براہ کرم \_\_\_\_\_ سے رابطہ کریں۔  
(Urdu)

આ એક અગત્યનો દસ્તાવેજ છે. કૃપા કરીને મફત ભાષાકીય સહાય માટે \_\_\_\_\_ પર \_\_\_\_\_ નો સંપર્ક કરો. [Gujarati]

ເວັກສານີ້ມີຄວາມສຳຄັນ ໂປຣດີເຕີຕົວ \_\_\_\_\_ ທີ່ \_\_\_\_\_  
ສໍາરັບບໍລິການຂ່າຍແລ້ວດ້ານກາຈ້າໄດ້ພື້ນ  
(Thai)

این سند مفهومی است. لطفاً جهت دریافت خدمات رایگان زبان با \_\_\_\_\_ از طریق \_\_\_\_\_ تماس حاصل  
(Persian)

[Phone #] , [Agency Name]  
(Farsi)

## Attachment D: Legal Notice Translation

This document is for informational purposes only. The English version of this document is considered the legally binding document.

Este documento es con el propósito de información solamente. La versión en Inglés de este documento es la que se considera válida legalmente. (Spanish)

Este documento é para fins informativos. Somente a versão em inglês deste documento é considerada um documento legalmente obrigatório. (Portuguese)

Dokiman sila a se pou enfòmasyon sèlman. Se vèsyon angle dokiman sila a nou konsidere antanke dokiman ki angaje devan lalwa. (Haitian Creole)

本檔僅供資訊瞭解之用。只有本檔的英文版本被看成具有法律效率的檔。  
(Chinese, Traditional)

本文件仅供信息了解之用。只有本文件的英文版本被看成具有法律效率的文件。  
(Chinese, Simplified)

Этот документ приведен только со справочно-информационными целями. Английский вариант этого документа является юридически обязательным к исполнению. (Russian)

ឯកសារនេះគឺសម្រាប់ដឹងចោះអំពីមានតម្លៃណ៍ដែលមិនមែនត្រូវបានចាត់ទុកដាក់ឡើង ឯកសារនេះជាការសារអង់គ្លេសក្នុងបានចាត់ទុកដាក់ឡើង ឯកសារនេះត្រូវបានចាត់ទុកដាក់ឡើង (Mon-Khmer, Cambodian)

Tài liệu này chỉ nhằm mục đích thông tin. Phiên bản tiếng Anh của tài liệu này được xem là một tài liệu có tính ràng buộc về mặt pháp lý. (Vietnamese)

Dukumentigan waa mid loogu tala galay mid wargelin ahaan oo kaliya. Qeybta ku qoran afka Ingiriiska ee dukumentigan ayaa u taagan dukumentiga sharciga ah. (Somali)

لا يستخدم هذه الوثيقة إلا للأغراض المعلومناتية فحسب. يعتبر الإصدار الإنجليزي لهذه الوثيقة وثيقة ملزمة قانونيا.

(Arabic)

Ce document est fourni à titre d'information uniquement. La version anglaise de ce document a caractère obligatoire. (French)

Il presente documento ha esclusivamente scopo informativo. La versione inglese del presente documento è il documento legalmente vincolante. (Italian)

This document is for informational purposes only. The English version of this document is considered the legally binding document.

Το παρόν έγγραφο είναι μόνο πληροφοριακό. Η Αγγλική εκδοχή του θεωρείται νομικά δεσμευτικό έγγραφο. (Greek)

Niniejszy dokument służy wyłącznie celom informacyjnym. Angielska wersja tego dokumentu jest prawnie obowiązująca. (Polish)

이 문서는 정보 제공용입니다. 이 문서의 영문판은 법적 구속을 받는 문서로 간주됩니다. (Korean)

この文書は情報提供のみを目的としたものです。本文書の英語版は法的効力を有する文書となります。  
(Japanese)

Այս փաստաթուղթը տեղեկատվական նպատակների համար է միայն: Այս փաստաթուղթի անգլերեն տարբերակն է համարվում իրավաբանորեն պարտավորեցնող փաստաթուղթ: (Armenian)

ນີ້ແມ່ນອະກະສານໃຊ້ຜົ່ອໃຫ້ໃນລຸດປະໜົງຂອງການໃຫ້ເຂົ້າໃຈຂໍ້ມູນຕໍ່ານັ້ນ. ເອກະສານນີ້ທີ່ໃຊ້ເປັນສະບັບຖືກຕ້ອງຕາມ ກົດໝາຍລະດັບນັ້ນສະບັບຜາສາອັງກິດຕໍ່ານັ້ນ. (Lao)

Ovaj dokument služi samo u informativne svrhe. Verzija ovog dokumenta na engleskom jeziku se smatra zakonski obavezujućim dokumentom. (Serbo-Croatian)

یہ دستاویز صرف معلوماتی مقاصد کیانے پر۔ اس دستاویز کا انگریزی ورژن قانونی طور پر پابند کرنے والا دستاویز ہے۔

(Urdu)

આ દસ્તાવેજ માત્ર માહિતીના હેતુઓ માટે જ છે. આ દસ્તાવેજનું અંગ્રેજી સંસ્કરણ કાનૂની રીતે ભાધ્ય દસ્તાવેજ ગણવામાં આવશે. (Gujarati)

ເອກສາરની સ્તરબિશેવેન ખોમૂલથાનીન  
જન્મબકાયાઓંગ્કુખોંગ્એકસારની દીઓપેનેએકસાર તી મી કારાફૂફન્નતામગ્નામા

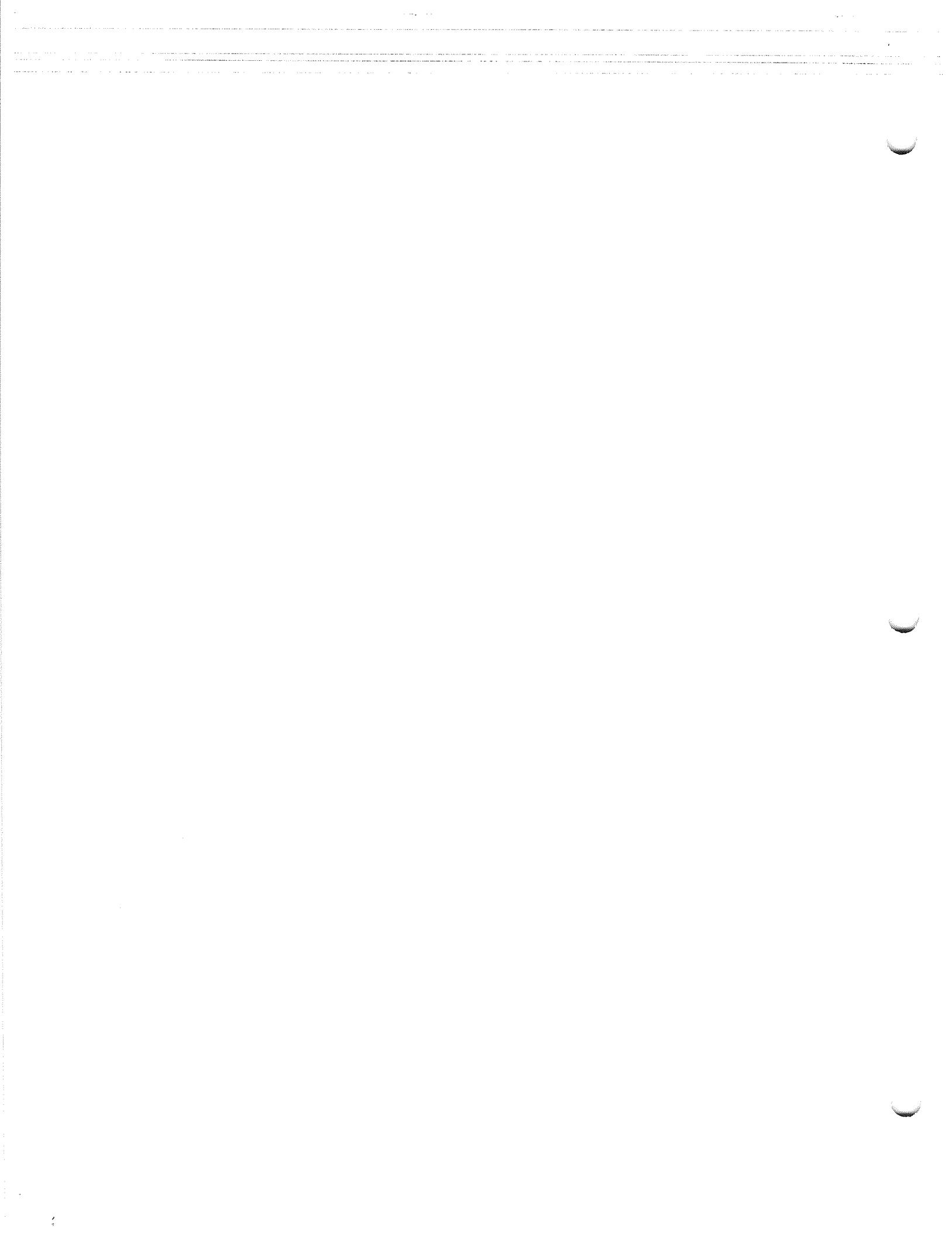
થ

(Thai)

این سند صرفًا جهت اطلاع می باشد. تنها نسخه انگلیسی آن از لحاظ قانونی پاک نہیں  
تعهد آور است.

(Farsi)

## Language Spoken at Home by Ability to Speak English Less than "Very Well" for the Population 5 Years and



THB  
32



# MANCHESTER HOUSING AUTHORITY

## FAIR HOUSING MARKETING PLAN

### **INTRODUCTION**

The Manchester Housing Authority (“MHA”), its Board, and staff are responsible for implementing federal and state civil rights laws that affect the admission, occupancy, and procurement of services for the MHA. When developing, marketing, or leasing units, the following Fair Housing Marketing Plan applies.

### **I. FEDERAL FAIR HOUSING LAWS<sup>1</sup>**

#### **A. The Fair Housing Act (Title VIII of the Civil Rights Act of 1968)**

- i. As amended, prohibits discrimination in the sale, rental, and financing of dwellings based on race, color, religion, sex, familial status, national origin, or disability.

#### **B. Title VI of the Civil Rights Act of 1964**

- i. Prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance.<sup>2</sup>

#### **C. Age Discrimination Act of 1975**

- i. Prohibits discrimination based on age in any program or activity receiving federal financial assistance.
- ii. Exceptions may apply when age is used as part of criterion for a program that has a statutory age limit, or is otherwise statutorily authorized.

#### **D. Section 504 of the Rehabilitation Act of 1973**

- i. As amended, prohibits discrimination against persons with disabilities in any program or activity receiving federal financial assistance.

#### **E. Title II of the Americans with Disabilities Act**

- i. Prohibits discrimination against person with disabilities in all services, programs, and activities of state and local public entities.

#### **F. The Architectural Barriers Act of 1968**

- i. Requires buildings and facilities that are constructed by or on behalf of the United States, or leased by the United States, or buildings financed in whole or in part by a grant or loan made by the United States, to be accessible to persons with disabilities.

<sup>1</sup> This is not intended to be an exhaustive list. A brief summary is provided for each law. To access the full text of a particular law, click the embedded URL.

<sup>2</sup> “Program or activity” under Title VI, Section 504 of the Rehabilitation Act, and the Age Discrimination Act noted above means “all the operations” of the covered recipient of federal financial assistance.

## **II. MASSACHUSETTS FAIR HOUSING LAW**

### **A. M.G.L. c. 151B**

- i. Prohibits discrimination on the basis of race, color, religious creed, national origin, sex, age, ancestry, genetic information, veteran/military status, sexual orientation, gender identity, marital status, presence of children, disability or receipt of public assistance, including housing subsidies in the sale, rental, or lease of covered dwelling units, including publicly assisted dwelling units.

### **B. Massachusetts Equal Rights Law (M.G.L. c. 93, § 102)**

- i. Provides that all persons within the Commonwealth of Massachusetts, regardless of sex, race, color, creed, or national origin, shall have equal rights to make and enforce contracts, and to inherit, purchase, lease, sell, hold, and convey real and personal property.

### **C. Article CXIV of the Massachusetts Constitution**

- i. Provides that “no otherwise qualified handicapped individual shall, solely on the reason of his handicap, be excluded from the participation in, denied the benefits of, or be subject to discrimination under any program or activity within the Commonwealth.”

### **D. M.G.L. c 121B, § 32**

- i. Prohibits discrimination and segregation in MHA-operated housing on the basis of race, color, creed, religion, blindness or physical handicap.

## **III. FAIR HOUSING MARKETING PLAN**

This Fair Housing Marketing Plan (“FHMP”) is adopted in accordance with the federal and state laws listed above, as well as state-aided public housing regulations at 760 CMR 4.07. Pursuant to 760 CMR 4.07, the MHA shall biennially determine whether the percentage for each minority group in the MHA’s housing by program (i.e., elderly/handicapped program and family program) is significantly below<sup>3</sup> the percentage for the minority<sup>4</sup> group in the city or town or in the general population of the applicable metropolitan statistical area (“MSA”), whichever is greater, and, if so, shall update and implement this FHMP to ensure affirmative outreach to the minority group.

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<sup>3</sup> For this purpose, “significantly below” means that the percentage for each minority group in the MHA’s housing for a given program is at least one percentage point below the percentage for the minority group in the city or town or in the general population of the applicable MSA, whichever is greater. For example, Asian households comprise 5% of residents in the MHA’s Chapter 667 housing, but 6% or more of the population in the city or town or the applicable MSA, whichever is greater, the percentage in the MHA’s housing would be deemed “significantly below”.

<sup>4</sup> “Minority” has the meaning assigned to it in 760 CMR 5.03: *Definitions*.

The MHA has an ongoing responsibility to ensure that people in the local city or town, the primary MSA, and the communities from which applicants have historically applied for housing are aware of the availability of units and given an opportunity to apply. The MHA shall initiate a marketing effort whenever any of the following situations occur:

- a. the MHA has any minority group among its tenant population that is significantly below the percentage for the minority group in the Town of Manchester-by-the-Sea, MA or in the general population of the Boston-Cambridge-Newton, MA-NH Metro Area MSA, whichever is greater;
- b. the waiting list, including available MRVP vouchers, is less than the number of applicants anticipated to be placed in the next 12 months;<sup>5</sup>
- c. applications for new programs or units will be accepted; or
- d. the overall minority household population (where at least one household member is a minority) is less than the MHA's Affirmative Action Goal adopted pursuant to 760 CMR 5.10(3).

#### **IV. DEMOGRAPHICS OF THE [CITY/TOWN] AND MSA**

Percentage of Manchester-by-the-Sea that is:

Black or African-American:	0 %
Asian:	.7 %
Native Hawaiian or Pacific Islander:	0 %
American Indian or Alaskan Native:	0 %
Hispanic/Latino:	1.5 %

Percentage of Boston-Cambridge-Newton, MA-NH Metro Area MSA that is:

Black or African-American:	8.2 %
Asian:	8.4 %
Native Hawaiian or Pacific Islander:	0 %
American Indian or Alaskan Native:	1 %
Hispanic/Latino:	11.9 %

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<sup>5</sup> Marketing of MRVP PBV waiting lists administered by MHAs will include postings with Housing Navigator at <https://www.housingnavigatorma.org/>.

Percentage of MHA elderly/handicapped tenant population that is:

Black or African-American: 2.5 %

Asian: 0 %

Native Hawaiian or Pacific Islander: 0 %

American Indian or Alaskan Native: 0 %

Hispanic/Latino: 0 %

Percentage of MHA family tenant population that is:

Black or African-American: 25%

Asian: 0 %

Native Hawaiian or Pacific Islander: 0 %

American Indian or Alaskan Native: 0 %

Hispanic/Latino: 0 %

## **V. MARKETING CONTENT – GENERALLY**

- A.** Marketing for MHA units, as well as for the MHA as a whole, will provide information, maximum opportunity, and otherwise attract eligible persons protected under federal and state fair housing laws who are less likely to apply.
- B.** When undertaking marketing efforts, the MHA shall utilize the following advertising methods:
  - i.** Advertisements will be posted on the MHA's website and social media accounts. Social media postings will be made in all threshold languages, as determined by the MHA's Language Access Plan adopted pursuant to 760 CMR 4.02(1)(e).
  - ii.** Advertisements will be shared with the local fair housing commission, area religious institutions, local and regional housing agencies, civic groups, social services agencies, and other local community organizations, including: local organizations: regional Housing Consumer Education Center, area community development corporations, area Continuum of Care, area Independent Living Center, GLAAD, Massachusetts Coalition for the Homeless, Catholic Charities, United Way, YWCA, Casa Myrna and area domestic violence agencies, Greater Boston Interfaith Organization, local community colleges, etc.

- iii. Advertisements will be placed in the digital or print versions of local and regional newspapers, including: The Cricket, Gloucester Daily Times, Salem News, The Eagle-Tribune, etc.
  - iv. Advertisements will be placed in the print versions of non-English publications (in the language of the publication) based on the prevalence of particular language groups in the regional area, including: The Boston Globe, The Eagle-Tribune, e.g., non-English publications: El Mundo, Sampan, Brazilian Times, El Planeta, Vocero Hispano, El Pueblo Latino, O Jornal, Thang Long, etc.]
  - v. Advertisements will also be disseminated by advertising methods that may include the use of flyers, radio, advertisements on public transit, billboards, etc.
- C. All materials being used for advertisements should direct potential applicants to the online application at CHAMP and indicate that paper applications may be downloaded and printed out from the DHCD website or picked up at the management office of any local housing authority. Applicants may also request that MHA send them an application by mail.
- D. Application information must also include a statement regarding the MHA's obligation not to discriminate in the selection of applications.
- E. The size of the advertisements, including the content of the advertisement, as well as the dates of the advertising, will be comparable across regional, local, and minority newspapers.
- F. The local residency preference will not be advertised so as not to discourage non-local potential applicants.
- G. The Fair Housing logo (🏠) and slogan ("Equal Housing Opportunity") will be included in all marketing materials. All marketing will be comparable in terms of the description of the opportunity available and the dates of marketing, regardless of the marketing type (e.g., local newspaper vs. minority newspaper).
- H. All marketing will offer reasonable accommodations in the application process.
- I. [IF APPLICABLE] Units in the Boston MSA will be reported to the Boston Fair Housing Commission's MetroList whenever they become available (including upon turnover).

## **VI. SPECIAL EFFORTS TO ATTRACT MINORITY APPLICANTS**

- A. MHA will reach out to Action Inc. and Catholic Charities to assist in attracting applicants from members of underrepresented minority groups.
- B. In addition to local and regional newspapers, advertisements will be placed in newspapers that serve minority groups and other groups protected under fair housing laws, including: (e.g., The Bay State Banner, El Mundo, Sampan, Brazilian Times,

El Planeta, Vocero Hispano, El Pueblo Latino, O Jornal; etc.] Notices will also be sent to organizations to ensure affirmative outreach to under-represented minority groups identified in accordance with 760 CMR 4.07 [LIST ORGANIZATIONS] [e.g., the Asian American Civic Association, Asian American Development Corporation, Black Ministerial Alliance of Greater Boston, Casa Esperanza, Greater Boston Interfaith Organization, Catholic Charities Haitian Multi-Service Center, La Alianza Hispana, Massachusetts Alliance of Portuguese Speakers, Massachusetts Commission on Indian Affairs, METCO, Massachusetts Center for Native American Awareness, Massachusetts Office on Refugees and Immigrants, NAACP, Refugee and Immigrant Assistance Center, Somali Development Center, Vietnamese American Initiative for Development (VietAID), etc.].

## **VII. OUTREACH EFFORTS TO PERSONS WITH DISABILITIES**

- A. THE MHA REGARDING PERSONS WITH DISABILITIES. SUCH OUTREACH WILL INCLUDE PROVIDING NOTICE OF ACCESSIBLE UNITS WITH MASSACCESS (<http://www.massaccesshousingregistry.org>) OR A SUCCESSOR WEBSITE/REGISTRY IN ACCORDANCE WITH M.G.L. C. 151B, § 4(7A).<sup>6</sup>]**
- B. All marketing will offer reasonable accommodations in the application process. The MHA will also provide application materials in alternative formats, engage in alternative means of communication through auxiliary aids and services, and/or provide assistance with the application process as necessary to ensure that persons with disabilities are reasonably accommodated and have equally effective access to the MHA's programs.**

## **VIII. LANGUAGE ASSISTANCE FOR APPLICANTS WITH LIMITED ENGLISH PROFICIENCY**

Marketing informational materials will provide notice of free language assistance to applicants, translated into the languages of Limited English Proficiency ("LEP") populations anticipated to apply in accordance with the MHA's Language Access Plan.

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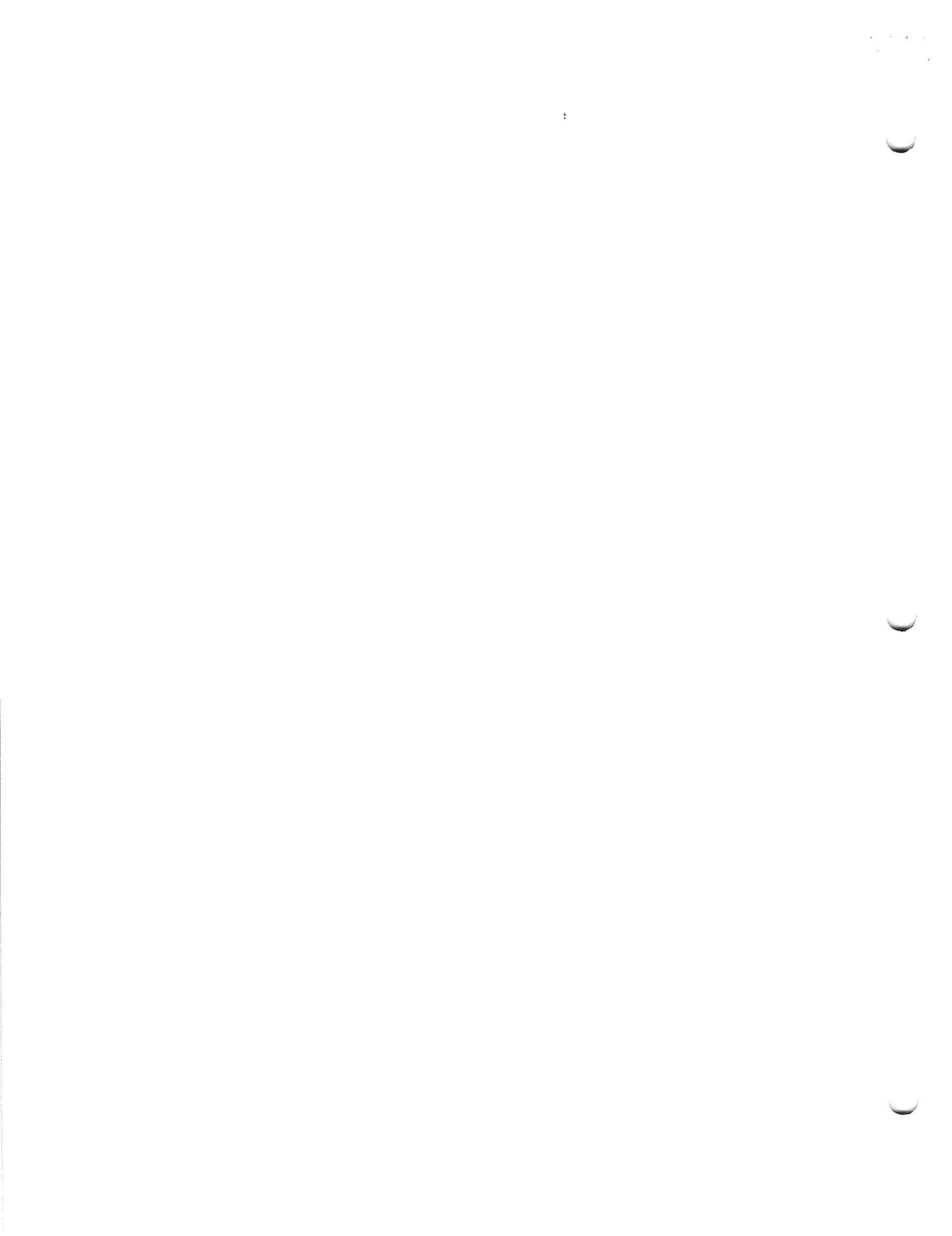
<sup>6</sup> Pursuant to M.G.L. c. 151B, §4(7A), the owner or other person having the right of ownership shall give at least fifteen days' notice of the vacancy of a wheelchair accessible unit to the Massachusetts Rehabilitation Commission, which shall maintain a central registry of accessible apartment housing.

## **VIII. MARKETING TIMELINE**

- A.** All advertisements will run annually a minimum of two times. The first set of advertisements will run as soon as possible after the MHA determines that marketing efforts are necessary. The second set of advertisements will begin running at least thirty (30) days after the end of the first set of advertisements.
- B.** All advertisements will be designed to attract attention.
- C.** The marketing timelines will be as follows: When MHA first recognizes a need to meet obligation : (i) advertising and other outreach by publication/organization; as outline in section VI, B

## **IX. PLANS FOR CORRECTING NEGATIVE PROCEDURES OR POLICIES**

- A.** MHA will house applicants in accordance to the Fair Housing Plan to the best of its ability. MHA will correct and make right any negative effects to applicants if any to an applicant of the minority or any person protected under the Fair Housing Laws, as established pursuant to 760 CMR 5.10(3).



# Manchester Housing Authority Fair Housing Marketing Plan

I. INTRODUCTION : The Manchester Housing Authority ("MHA") is committed to ensuring fair and equal access to housing.

## 4.07: LHA Fair Housing Marketing Plan

(1) When a Fair Housing Marketing Plan is Necessary. All LHAs shall engage in and promote fair housing and engage in tenant selection practices so as to prevent discrimination and to promote equal opportunity. The Department shall from time to time review an LHA's tenant selection policies or practices. Each LHA shall biennially determine whether the percentage for each minority group in the LHA's housing by program is significantly below the percentage for the minority group in the general population of the city or town or in the general population of the applicable metropolitan statistical area, whichever is greater, and, if so, shall update and implement its written fair housing marketing plan (FHMP) to ensure affirmative outreach to the minority group. The term "minority" shall have the meaning provided in 760 CMR

## 5.03: Definitions.

(2) Contents of the FHMP. An LHA's FHMP shall include, but not necessarily be limited to, the following:

### 760 CMR: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

- (a) Specification of the percentages for each minority group in the general population of the city or town and in the general population of the metropolitan statistical area; based on the most current available census data.
- (b) Provision for correction of any procedures or policies which have had a negative effect on applications by or selection of minorities or other classes of persons protected under fair housing laws



## 5.10: Placements and Offers

### (1) General Provisions for Placements.

(a) Placements are to be made in elderly/handicapped housing to achieve a mixed population of elderly households in 86.5% of the units and handicapped households in 13.5% of the units. The LHA shall place applicants in accordance with 760 CMR 5.10(2) in order

to attain or to sustain these percentages. Such placements shall also be made in accordance with any applicable priority and preference categories and the affirmative action preference, if applicable.

(b) Any accessible or modified unit shall be offered to an applicant household which includes a person, regardless of age, who has a physical handicap which handicap necessitates one or more of the special design features of the unit.

(c) Except as provided in 760 CMR 5.10(1)(a) and (b) and subject to the affirmative action preference, if applicable, when a unit or rental assistance voucher becomes available, it shall be offered to the applicant for the applicable program with an appropriate household size who has the earliest date and time stamp in the highest preference category within the highest priority category.

(2) Placements by LHA in Elderly/Handicapped Housing. Prior to making a placement in elderly/handicapped housing, the LHA shall determine the LHA's current percentage of St. 1954, c. 667 units occupied by handicapped households. In making this determination the LHA shall count all St. 1954, c. 667 units, including St. 1954, c. 667 congregate units, St. 1954, c. 667 section 8 new construction or substantial rehabilitation units, St. 1954, c. 667 modified units, and St. 1954, c. 667 conventional units. The LHA shall then place applicants as follows:

### 760 CMR: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

## 5.10: continued

(a) If the percentage of units occupied by handicapped households is less than 13.5%, the LHA shall place one eligible and qualified handicapped household for each eligible and qualified elderly household placed until such time as the percentage of handicapped households equals or exceeds 13.5%.

(b) If the percentage of the units occupied by handicapped households equals or exceeds 13.5%, the LHA shall place eligible and qualified elderly households until such time as the percentage of handicapped households falls below 13.5%.

(c) If the percentage of units occupied by handicapped households equals or exceeds 13.5%, but the LHA has exhausted its waiting list of eligible and qualified elderly households, the LHA shall place those eligible and qualified handicapped households whose members have attained 50 years of age, but are younger than 60 years old, until such time as the percentage of handicapped households falls below 13.5% or until there is an application from an eligible and qualified elderly household.

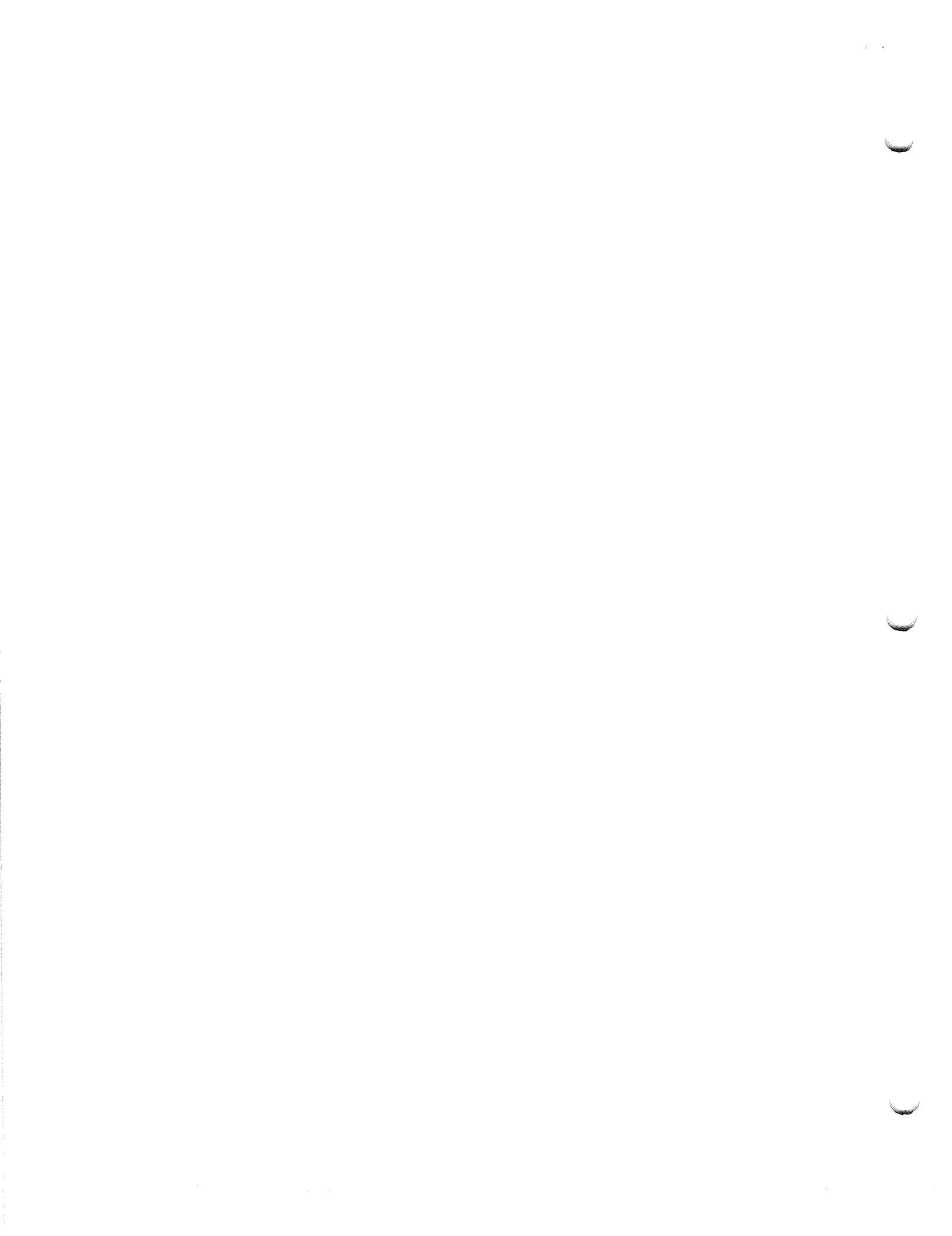
(d) If the percentage of units occupied by handicapped households equals or exceeds 13.5%, and the LHA has exhausted its waiting list of eligible and qualified elderly households and eligible and qualified handicapped households whose members have attained 50 years of age, but are younger than 60 years old, the LHA shall place eligible and qualified handicapped households, without regard to age, until there is an eligible and qualified elderly household or, in the absence of such an elderly household, an eligible and qualified handicapped household whose members have attained 50 years of age, but who are younger than 60 years old.

(3) Placement by LHA Granting Affirmative Action Preference. Affirmative Action Goals have been established for many LHAs as a specific remedy for discriminatory effects in tenant selection. The affirmative action preference in placement remains in effect, subject to review by the Department and applicable law. On an annual basis each LHA shall determine whether the number of households in its family housing with at least one Minority member and the number of Minority households in its elderly/handicapped housing with at least one Minority member meets the applicable Affirmative Action Goal. If the number of households with at least one Minority member for either type of housing fails to meet the LHA's goal, the LHA shall provide an affirmative action preference in placement for the type of housing involved until the goal is met. If an LHA provides such a preference, the LHA, subject to Department approval, shall establish a placement rate by

which it will place Minority and non-minority applicants during the next 12 months. The LHA shall establish the percentage of its placements to which the preference shall apply for each type of housing involved; such percentage shall not be higher than 33.33% nor less than 20% of placements made for any type of housing. The affirmative action preference in placement, when applicable, shall result in selection of applicants with at least one Minority household member f or a unit of appropriate size in accordance with the highest preference category within the highest priority category of general applicability. The affirmative action preference shall not limit the placement of a Minority household which would otherwise be due the next unit offer.

(4) Offers to Applicants.

(a) An applicant offered a unit must accept the offer within seven business days of the date of the written offer. For good cause, the L HA may extend the time for response. An applicant is entitled to only one offer of a unit of appropriate unit size provided that the LHA shall offer another unit when the applicant provides reliable documentation establishing that the unit offered is inappropriate and would cause severe and unreasonable hardship. An applicant who fails to accept the offer of a unit within seven business days or to provide such documentation within that period, shall be removed from the waiting list for that program at that L HA and after being removed from the waiting list, i f the applicant files a new application with that LHA, the applicant shall not be entitled to any priority or preference previously received based on information provided in that application for a period of three years. The LHA shall give the applicant notice of the removal of the application from the LHA's waiting list for that program and the right to request review pursuant to 760 CMR



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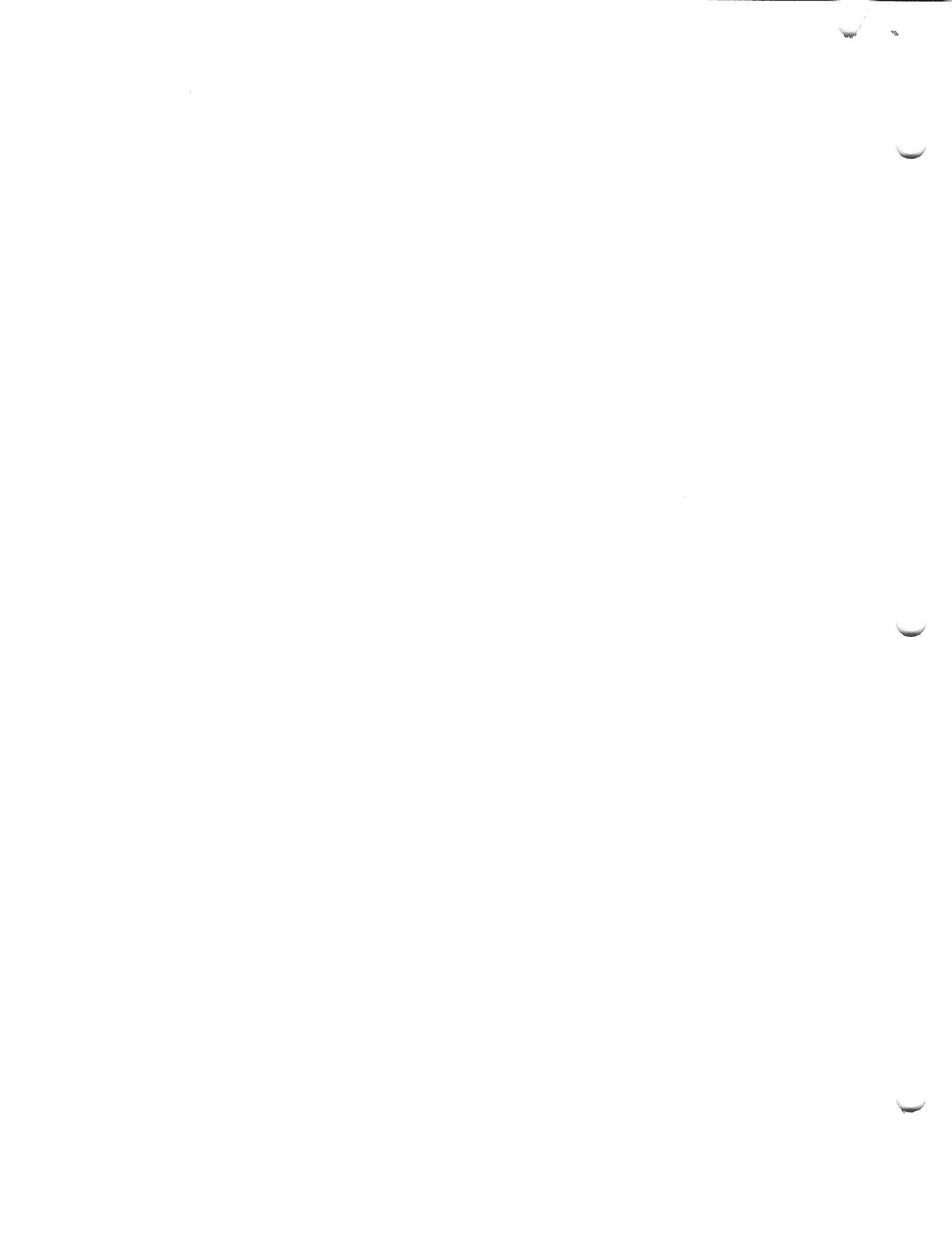


**MANCHESTER HOUSING AUTHORITY**  
**PARKING POLICY/RULES AND REGULATIONS**

The following documents set out the practices and procedures regarding parking for our residents of Family and Elderly Housing.

**General Rules and Regulation: Ther is only one vehicle allowed per unit on the elderly sites:**

1. All Manchester Housing Authority parking areas are specifically for the use of our Residents only.
  - **Elderly Housing:** Where we have space to allow for visitor parking. If you have a car that is registered to you at your Manchester Housing Authority address, you may receive a space (if available) and a parking sticker. Your designated parking space is for your use only; you cannot allow visitors or other residents to use the space that was designated to you.
  - **Family Housing:** If space allows, you can request a visitors parking pass. It expires 7 days from the date it was given. You must also leave a \$ 20.00 cash deposit to receive the pass; you will get your deposit back if the pass is returned by the expiration date. Visitors parking will be in a designated area of the available parking space.
2. In order to be entitled to park in any development, each resident must have a vehicle legally registered in the tenant's name at your Manchester Housing Authority address.
3. Vehicles without an (or expired) inspection stickers or registration will be towed at the vehicle owner's expense.
4. Cars with flat tires, on blocks or appear to be a hazard or abandoned, will be towed at the vehicle owner's expense.
5. Cars not parked completely within the designated lanes of the parking space will be towed.
6. Cars parked in any area which is not an authorized parking area, will be towed; do no park on lawns, sidewalks, or other areas not designated for parking.



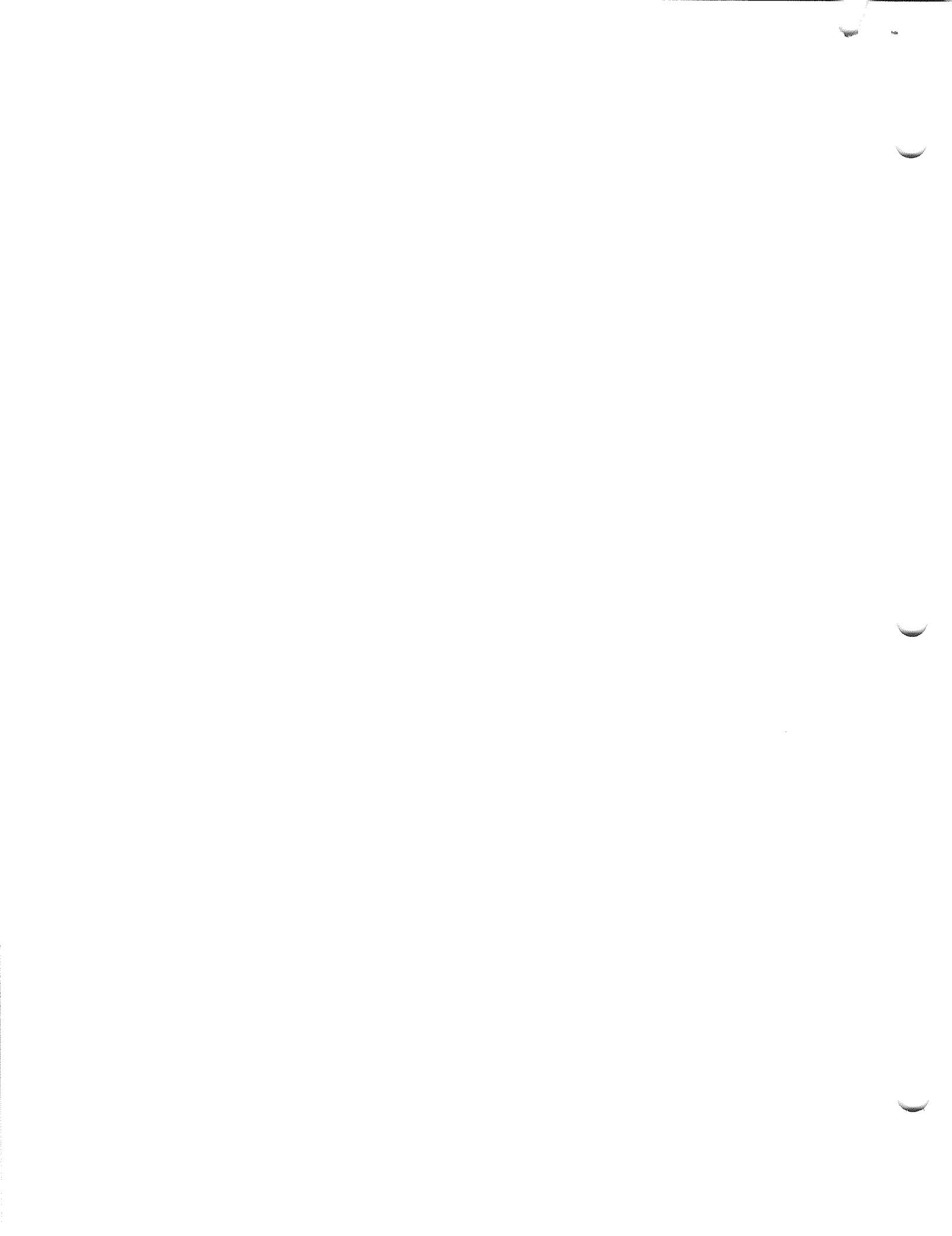
7. Working on cars is not permitted on the MHA property. Cars constantly being motionless on MHA property, an unauthorized vehicle parked on the property are subject to tow at the vehicle owner's expense.
8. Vehicles parked in handicapped, MHA staff, or other assigned parking areas without proper authorization and or parking stickers are subject to fine and towing at the vehicle owner's expense.
9. Only normal passenger vehicles are allowed to park on MHA property. Boats, RV's, trailers of any kind, commercial trucks and buses are not allowed to park the MHA property and will be towed at owner's expense.

**10. In developments where there is assigned parking and parking stickers have been issued:**

1. Elderly Housing: Once you have been assigned a parking space, that is your space for the duration of your lease at the MHA, unless reassigned by MHA administration. All requests for a new space will be denied unless you are in need of a handicapped space. Once you have provided a reasonable accommodation request and have provided documentation to our office that you are qualified to have a handicapped space, we will place your name on our handicapped space waiting list.
2. Vehicles must display the appropriate sticker to the vehicle we have on file; vehicles parked in an assigned space without the appropriate sticker will be towed at vehicle owner's expense.
3. The Manchester Housing Authority must be advised immediately if the vehicle assigned to a space is sold, is no longer in active use or will be absent from the space for more than 30 days or if you have replaced the vehicle with another vehicle.

**Each Housing Authority resident is hereby advised of and should carefully note the following rules and regulations pertaining to the procedures related to parking**

- A. If you do not own a vehicle, you do not have a designated parking space.
- B. If your assigned space is taken, do not park in someone else's space
- C. Do not allow someone else to use your space.
- D. If you purchase a new car, you must provide a copy of your registration to the housing office to get a new sticker.



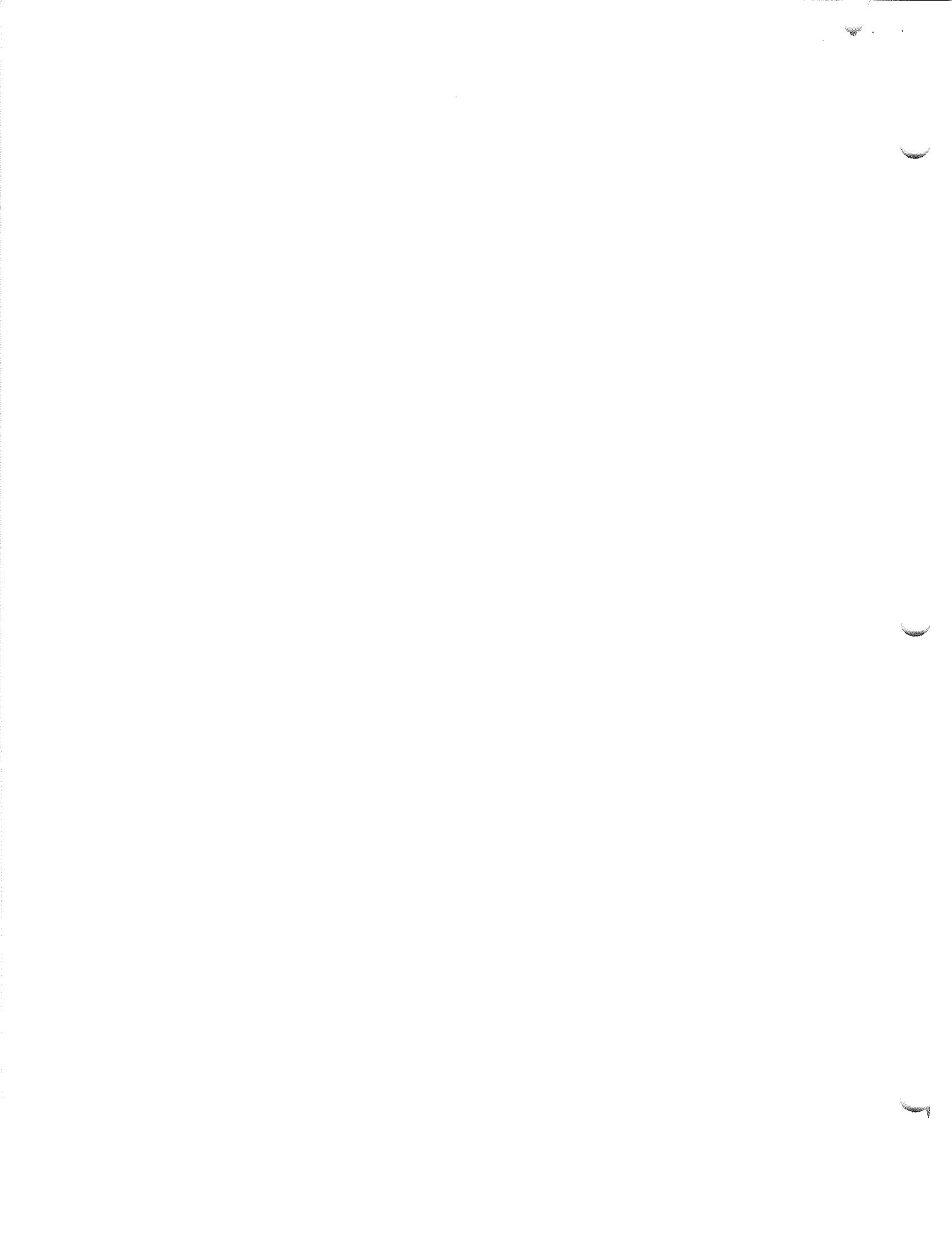
- E. You are not allowed to swap spaces with other residents.
- F. Advise all your visitors of MHA's parking rules.
- G. Please be cooperative with the maintenance staff if they ask you to move your vehicle to plow or for any other maintenance issue/repair.

**Elderly residents:** you are only allowed one parking space.

**Family residents:** You are allowed a second space if there is extra space, the second vehicle must be registered to a family member on your lease and with your MHA address.

Board Vote Approval on:

8/25/2025



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MANCHESTER HOUSING AUTHORITY

**STATE PUBLIC HOUSING  
TRANSFER POLICY**

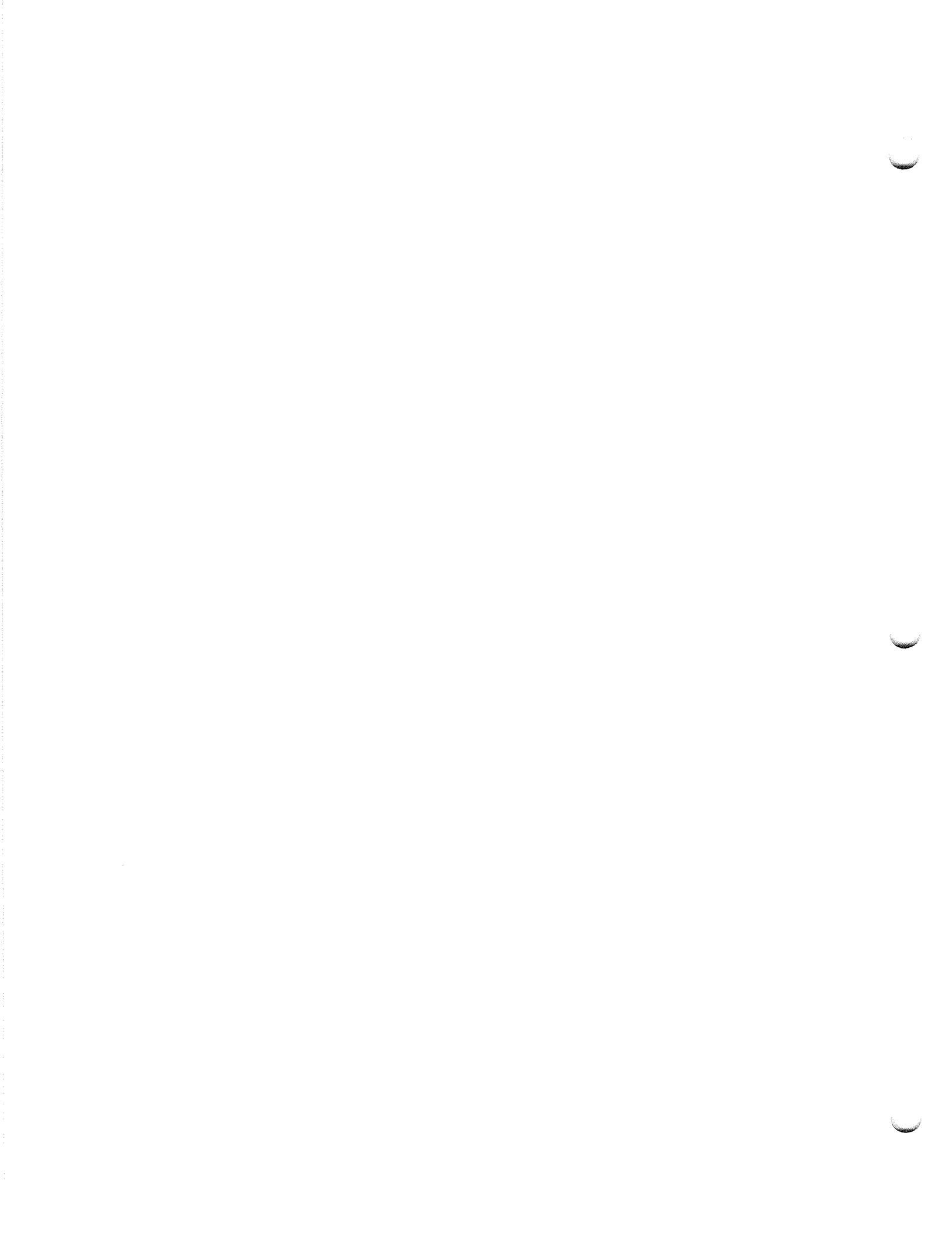
The Manchester Authority reserves the right to transfer a public housing tenant in accordance with state public housing regulations as outlined below from an excerpt of 760 CMR §5.03.

**Transfer for Administrative Reasons.** Transfer of a household from one unit to another within one LHA at the discretion of the executive director of an LHA at any time for a sound administrative reason such as: fire in or condemnation of an occupied unit; harassment or abuse of a tenant or household member; or change in the number of persons in the household so that the unit is no longer of appropriate unit size for the household. A transfer for administrative reasons may be made between units in elderly/handicapped housing and family housing in the event that transfer cannot be made to a unit of appropriate unit size in the same type of housing, provided that the household is eligible for the housing to which the transfer is made.

**Transfer for Good Cause.** Transfer of a household from one unit to another within one LHA because the unit is no longer of appropriate unit size, or there is a compelling and documented medical impairment which could be substantially improved by transfer to another available unit. A transfer for good cause may be made between units in elderly/handicapped housing and family housing in the event that transfer cannot be made to a unit of appropriate unit size in the same type of housing. In the absence of mitigating circumstances deemed sufficient by the LHA, a transfer for good cause shall not be made, unless the applicant: (a) has filed a transfer application complete with all supporting documentation; (b) is current in rent, charges and fees owed to the LHA; and (c) has not committed and household members have not committed any serious violations of the lease for at least two years, and the applicant is not subject to eviction proceedings or to the terms of an agreement for judgment in a prior eviction proceeding.

The Manchester Housing Authority reserves the right to transfer a public housing tenant between housing authorities in accordance with any interagency agreement such as a Management Services Agreement executed between authorities. The transfer of a tenant from one housing authority to another will be in accordance with state and federal public housing regulations. An administrative transfer may be granted at the discretion of the executive director.

BOARD ADOPTED: March 15, 2023



MANCHESTER HOUSING AUTHORITY  
ORGANIZATIONAL CHART

BOARD OF COMMISSIONERS

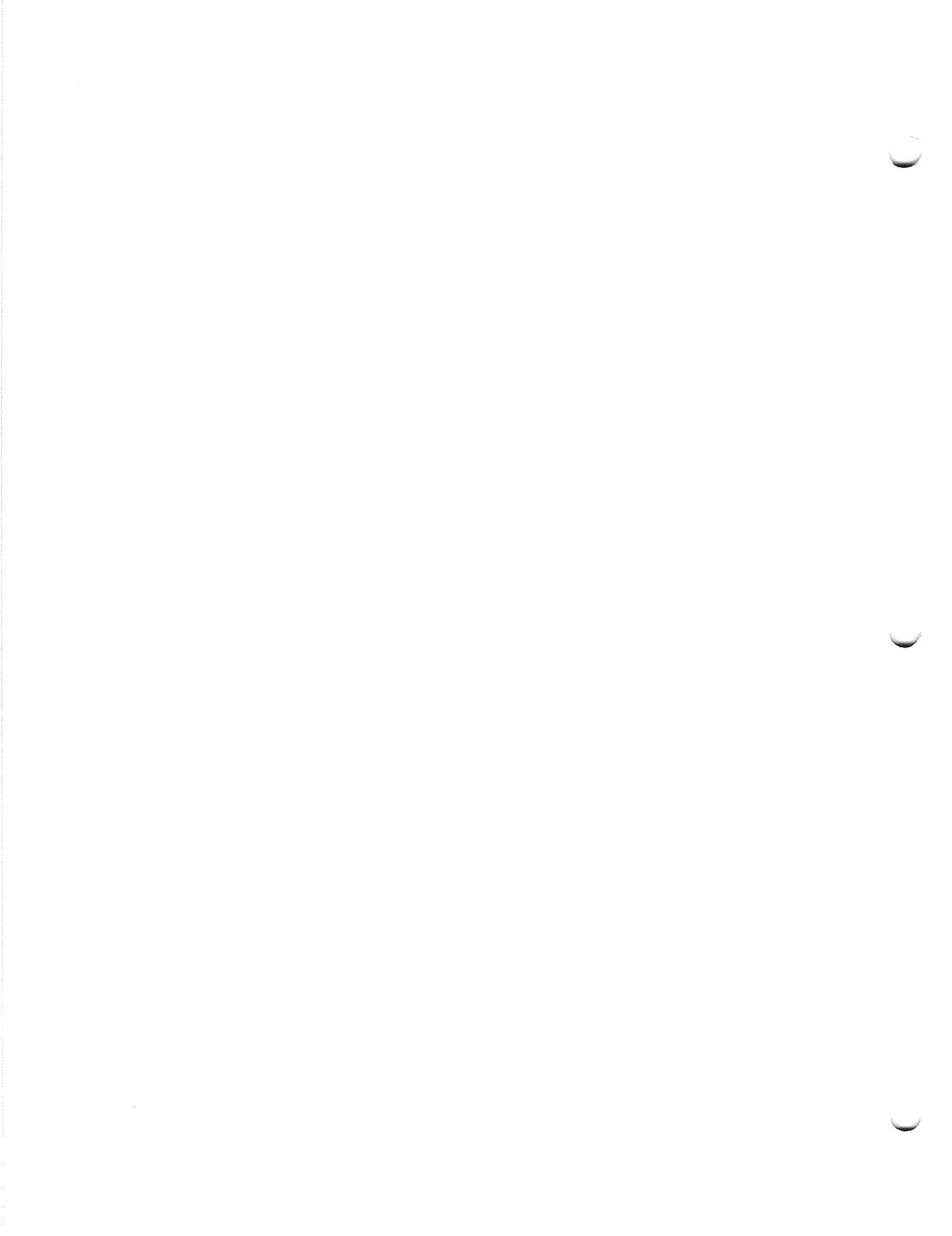


EXECUTIVE DIRECTOR IRENE FRONTIERO



DIRECTOR OF MAINTENANCE  
Chris Rodier

EXECUTIVE ASSISTANT



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## **HOUSING SITUATION PRIORITY POLICY FOR LHAs**

**I. STATEMENT OF POLICY AND PURPOSE.** Through this Policy, DHCD seeks to establish a fair and uniform standard to be applied to all applicants for Housing Situation Priority Status to the end that similarly situated applicants will receive similar treatment. Requirements as to evidence, documentation and verification employed by the LHA in making determinations of Housing Situation Priority Status shall be reasonable in relation to the realistic capacity and resources of the applicant.

**II. DEFINITION OF HOMELESS APPLICANT.** As required by 760 CMR 5.11 and consistent with the definition in 5.03, the LHA shall define a "Homeless Applicant" as an applicant who has been or is imminently faced with displacement from his/her "Primary Residence" as a result of circumstances described in Section III below, and who:

- (A) is without a place to live or is in a living situation in which there is a significant immediate and direct threat to the life or safety of the applicant or a household member which situation would be alleviated by placement in an appropriate unit; and
- (B) has made reasonable efforts to locate alternative housing; and
- (C) has not caused or substantially contributed to the safety- or life threatening situation; and
- (D) has pursued available ways to prevent or avoid the safety- or life threatening situation by seeking assistance through the courts or appropriate administrative or enforcement agencies.

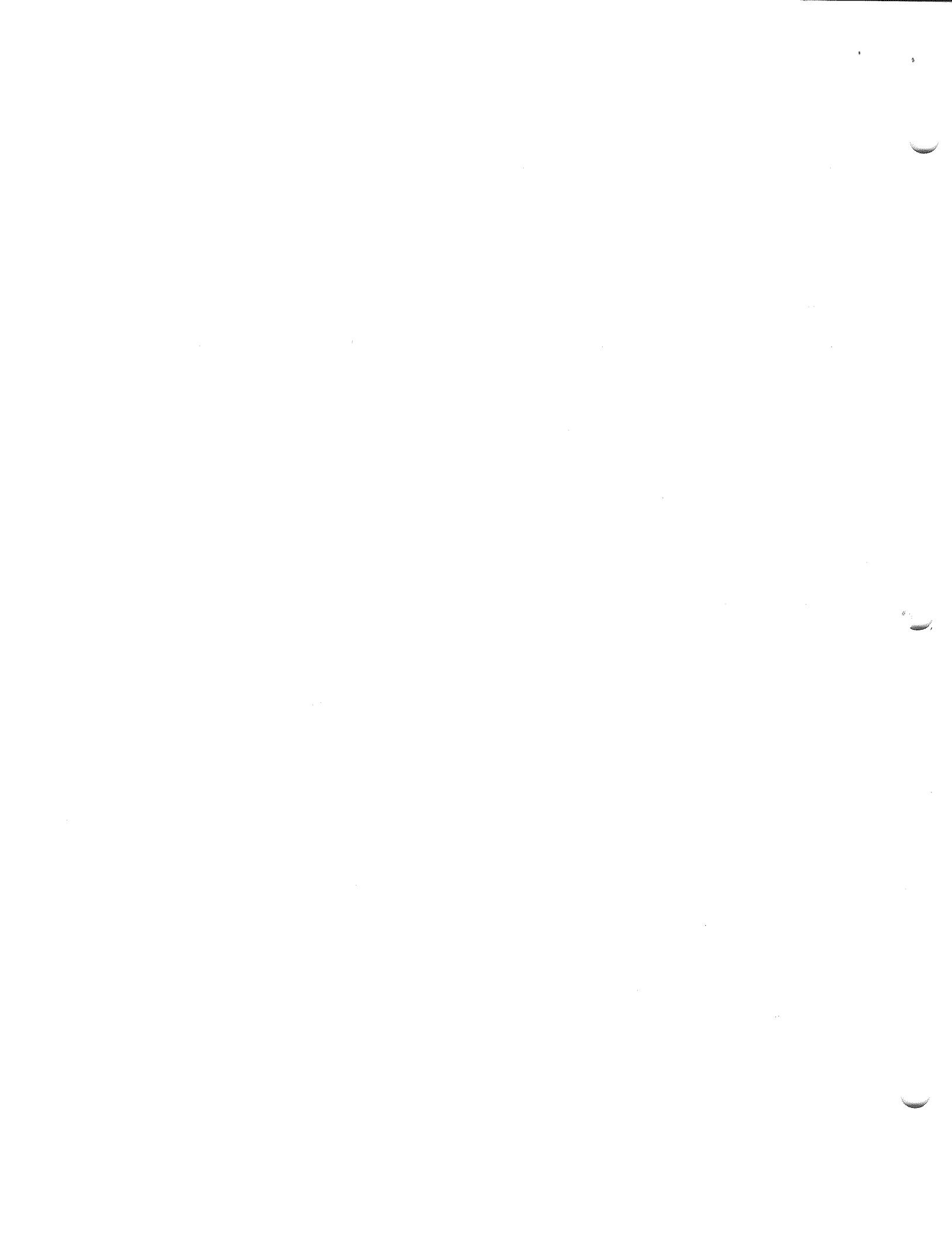
"Primary Residence" is defined by 760 CMR 5.03 as the principal home (domicile) intended to be occupied by all members of an applicant household not less than nine months of the year.

**III. THE LHA SHALL GRANT PRIORITY 4 –HOUSING SITUATION PRIORITY STATUS** to an otherwise eligible and qualified "Homeless Applicant" who meets the definition in Section II above, and who is displaced from his/her "Primary Residence" under the following circumstances:

**(A) Homeless and Facing a Significant Immediate and Direct Threat to the Life or Safety of the Applicant or any Household Member for Causes Other Than the Fault of the Applicant or Member of the Applicant Household.** Applicants are "homeless and facing a significant immediate and direct threat to life or safety" if they meet the definition set out in Section II above. "Causes other than the fault of the applicant or member of the applicant household" shall mean causes outside their reasonable control, including an eviction because of a condominium conversion or rehabilitation of the property or because the landlord wants the unit for his own or family use, and other circumstances as determined by the LHA.

**(B) Severe Medical Emergencies.** An applicant is suffering a severe medical emergency if the applicant or member of the applicant household is determined by the LHA to suffer from an illness or injury posing a severe and medically documented threat to life or safety which has been significantly caused by the lack of suitable housing or as to which the lack of suitable housing is a substantial impediment to treatment or recovery.





(C) **Abusive Situation.** An applicant is in an abusive situation if the applicant or member of the applicant household is determined by the LHA to be a victim of abuse as defined in the Abuse Prevention Act (G.L. c.209A, §1), which abuse constitutes a significant and direct threat to life or safety. The Abuse Prevention Act defines "abuse" as the occurrence of one or more of the following acts between "family or household members": (1) attempting to cause or causing physical harm; (2) placing another in fear of imminent serious physical harm; or (3) causing another to engage involuntarily in sexual relations by force, threat or duress. "Family or household members" are individuals who are related by blood or marriage, have a child together, or who now or formerly resided in the same household or dated each other.

#### IV. ADMINISTRATION OF THE POLICY

(A) **Applications.** Applicants who claim their housing situations are a Housing Situation Priority as defined by this Policy will be presumptively placed on a waiting list in accordance with their claimed priority status. LHAs will verify all applicant housing situations prior to screening for eligibility and qualifications. If the applicant is found not to qualify for Housing Situation Priority Status, he or she shall be treated as a Standard Applicant.

(B) **Placement.** When an applicant has been determined by the LHA to qualify as an Housing Situation Priority applicant, the applicant shall be offered the next appropriate and available unit, in accordance with the priority ranking of 760 CMR 5.09(1) and the preference ranking of 760 CMR 5.09(2). If no appropriate unit is then available, the applicant shall remain as a Housing Situation Priority on the waiting list for each appropriate housing program and bedroom size. If the LHA determines that an applicant granted Housing Situation Priority Status but not yet offered a unit has obtained permanent housing suitable for s/her household size and income, the applicant shall no longer be considered an Housing Situation Priority applicant, and shall remain on the appropriate waiting lists as a Standard Applicant.

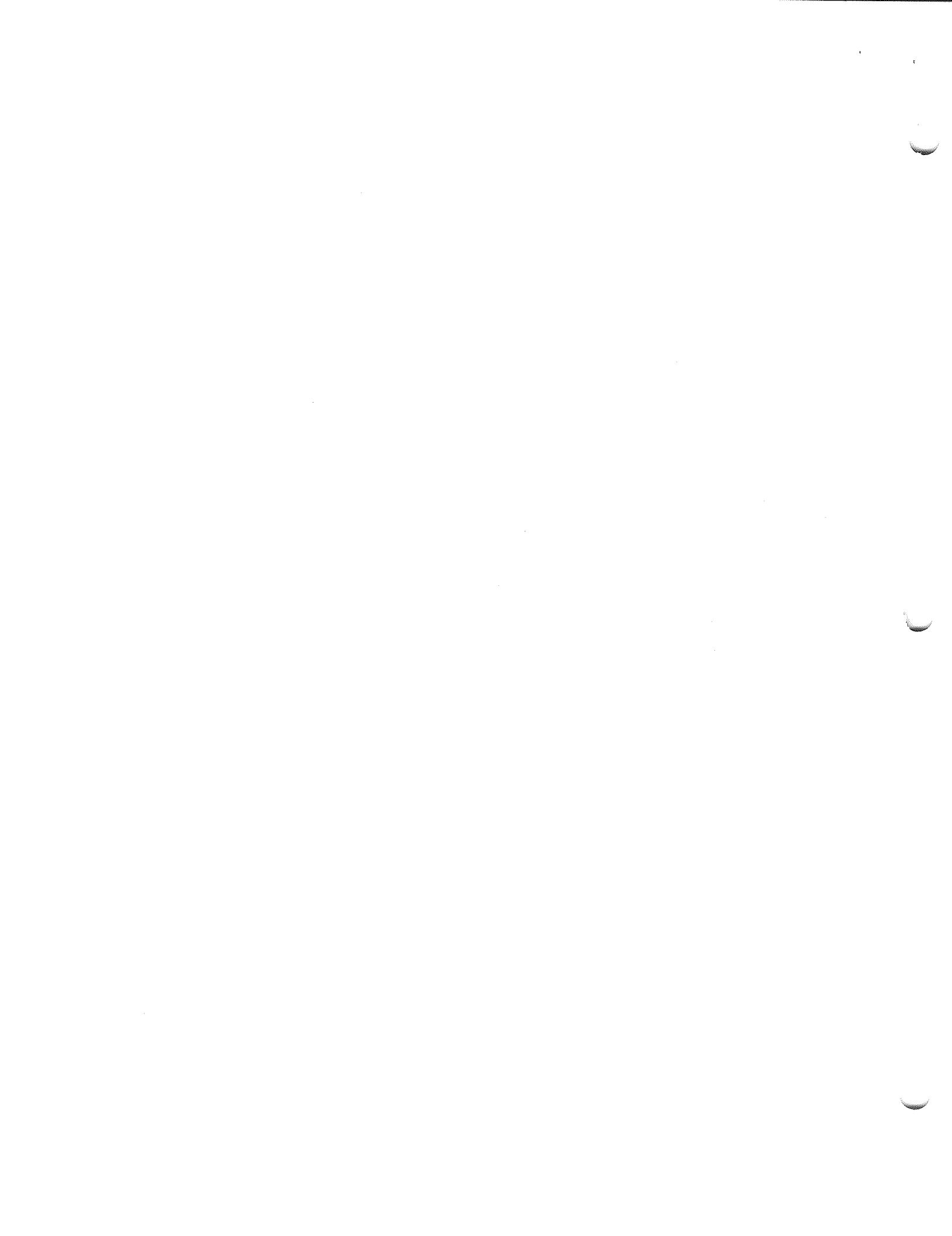
(C) **Records.** The LHA shall maintain records with regard to Housing Situation Priority applicants in accordance with 760 CMR 5.16.

(D) **Relationship to Affirmative Action Goals.** If DHCD at any time determines that the number of applicants granted Housing Situation Priority Status substantially interferes with the achievement of Affirmative Action goals by one or more LHAs, then DHCD may take any and all actions necessary to maintain a proper balance between Housing Situation Priority and Affirmative Action applicants.

**V. PROCEDURES FOR PROCESSING HOUSING SITUATION PRIORITY APPLICATIONS.** When an application nears the top of a waiting list, the LHA shall determine whether the applicant is eligible by obtaining third party verification of the information in the application. The applicant must qualify under each of the criteria set forth below:

- (A) Determine whether the applicant is a "Homeless Applicant" as defined above, and if so;
- (B) Determine whether displacement has been or will be from the applicant's "Primary Residence," as defined above, and if so;





(C) Determine whether the applicant meets all of the requirements in any one of the Paragraphs (1, 2, or 3) below.

1. Requirement of Paragraph 1:

The loss of housing was not caused by the fault of the applicant or household member.

2. Requirements of Paragraph 2:

- a. the applicant or a member of the applicant household is suffering an illness or injury which poses a severe and medically documented threat to life or safety; and
- b. the medical emergency has either been significantly caused by lack of suitable housing or lack of suitable housing is a substantial impediment to treatment or recovery.

3. Requirements of Paragraph 3:

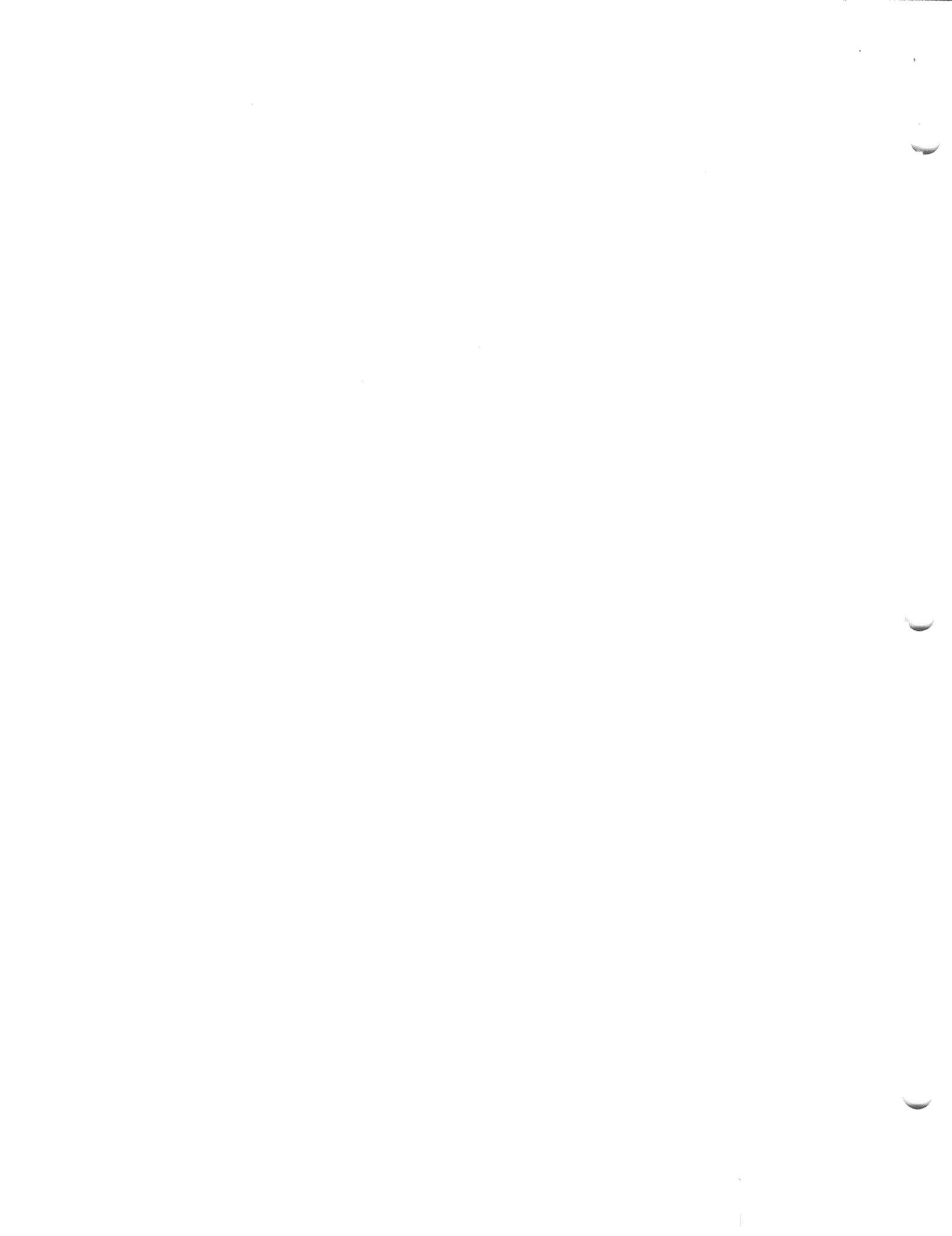
- a. The applicant or a member of the applicant household is the victim of abuse as defined in Section III (C); and
- b. the abuse constitutes a significant immediate and direct threat to life or safety of the applicant or a member of the applicant household.

If the criteria in Sections V (A) and (B) and the requirements of Paragraph 1, 2 or 3 of Section V (C) above have been met, then:

(D) Determine whether the applicant is eligible under the standards set forth in 760 CMR 5.06 and 5.07.

(E) Determine whether the applicant is qualified under the standards set forth in 760 CMR 5.08.





## 5.05: Application Procedures

(1) Every applicant shall use the Statewide Online Application System or application forms approved by the Department. The application forms shall be available at all LHAs' central offices or, upon request, by mail. LHAs shall provide reasonable assistance to applicants in completing the application forms. When an applicant submits a paper application form at any LHA, the LHA shall accept the application and promptly enter the information thereon into the Statewide Online Application System.

(2) Every application entered into the Statewide Online Application System shall receive a date and timestamp for each program at each LHA to which the application is made. Applicants may return to their online applications to view their application status and to make changes at any time. Applicants may also make changes at any LHA in person or by mail.

## 760 CMR: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

### 5.05: continued

(3) Determinations of Priority, Preference, Eligibility and Qualification.

(a) When an applicant approaches the top of a waiting list for an LHA program to which the applicant has applied, the LHA shall make a final determination of the applicant's priority, preference, eligibility and qualification. The applicant shall update the application and provide any additional information or verification reasonably required by the LHA.

(b) If the LHA determines that an applicant is not eligible for a claimed priority or preference or is ineligible or unqualified for housing, it shall send written notification to the applicant of:

1. the determination;
2. the reason(s) for the determination detailing the material facts; and
3. the right to request a private conference to redetermine the applicant's priority, preference, eligibility and/or qualification pursuant to 760 CMR 5.13.

After a final determination of priority, preference, eligibility and/or qualification has been made by the LHA, that determination will govern the application only for the application to that program at that LHA in the Statewide Online Application System. If an applicant who has been removed from the waiting list reapplys for any program at that LHA, the reapplication will receive a new date and time stamp, and new final determinations shall be made on the application when the application reaches the top of the waiting list.

(4) When an application for a transfer for good cause is denied, when an application for addition of a household member is denied, or when the LHA orders an administrative transfer, a household member, who has signed the lease, may grieve the decision of the LHA under the grievance procedure, and this shall be the sole administrative remedy.

## 5.06: Income Eligibility

(1) Income limits for admission of an applicant to state-aided public housing and for participation in the AHVP shall be set at two year intervals. The income limits shall be the "Low Income Limits", set by the United States Department of Housing and Urban Development (HUD), then in effect, for a similarly sized household in the city or town in which the LHA is located. Household income shall be determined in the same manner as net household income for rent determination provided that income shall be imputed to assets which have been disposed of as provided by 24 CFR Part 5, Subpart F.

(2) A household occupying a unit in elderly/handicapped housing shall remain eligible for continued occupancy until such time as 30% of its monthly net household income equals or exceeds the fair market rent (FMR) then in effect for the Section 8 Existing/Voucher Program



for a unit of appropriate unit size in the area in which the LHA is located.

(3) A household occupying a unit in family housing shall remain eligible for continued occupancy until such time as 32% of its monthly net household income equals or exceeds the fair market rent (FMR) then in effect for the Section 8 Existing/Voucher Program for a unit of appropriate unit size in the area in which the LHA is located.

(4) An AHVP participant shall remain eligible for continued occupancy in a unit until such time as the participant's rent share equals or exceeds the contract rent. The participant shall retain his or her AHVP voucher for 90 days from the date on which the LHA determines that the participant's share equals or exceeds the contract rent. At the end of that period, if the participant's share continues to equal or exceed the contract rent, the household will not be eligible for continued assistance under the AHVP.

#### 5.07: Eligibility of Handicapped Persons

(1) The definition of handicapped persons of low income is set out in M.G.L. c. 121B, § 1. A handicapped person of low income, as so defined, may have one or more physical or mental impairments, which shall be considered in conjunction with each other if more than one exists.

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##### 5.07: continued

(2) The LHA shall determine whether non-elderly applicants for elderly/handicapped housing are handicapped persons of low income. Upon request, the applicant shall provide documentation sufficient for the LHA to be able to make a determination of eligibility. Such documentation shall be subject to third-party verification. As part of the determination process the following actions and findings are necessary.

(a) The applicant shall provide certification by a physician documenting a physical or mental impairment which is expected to be of long and continued duration, but at least for more than six months;

(b) the LHA shall determine that either certain special architectural design features or lowrent housing are not available in the private market and that the applicant is faced with living in an institution or decadent, substandard housing, or paying excessive rents; and

(c) the LHA shall determine an applicant to be of low income if the applicant's household income is within the income limits set for state-aided public housing.

(3) Examples of a person with a qualifying physical impairment which may substantially impede his or her ability to live independently in conventional housing shall include, but shall not be limited to, a person:

(a) who is confined to a wheelchair;

(b) who, because of the use of braces or crutches, or because of the loss of a foot or leg, or because of an arthritic, spastic, pulmonary or cardiac condition walks with significant difficulty or insecurity;

(c) who, due to a brain, spinal or peripheral nerve injury, suffers from significant coordination deficits;

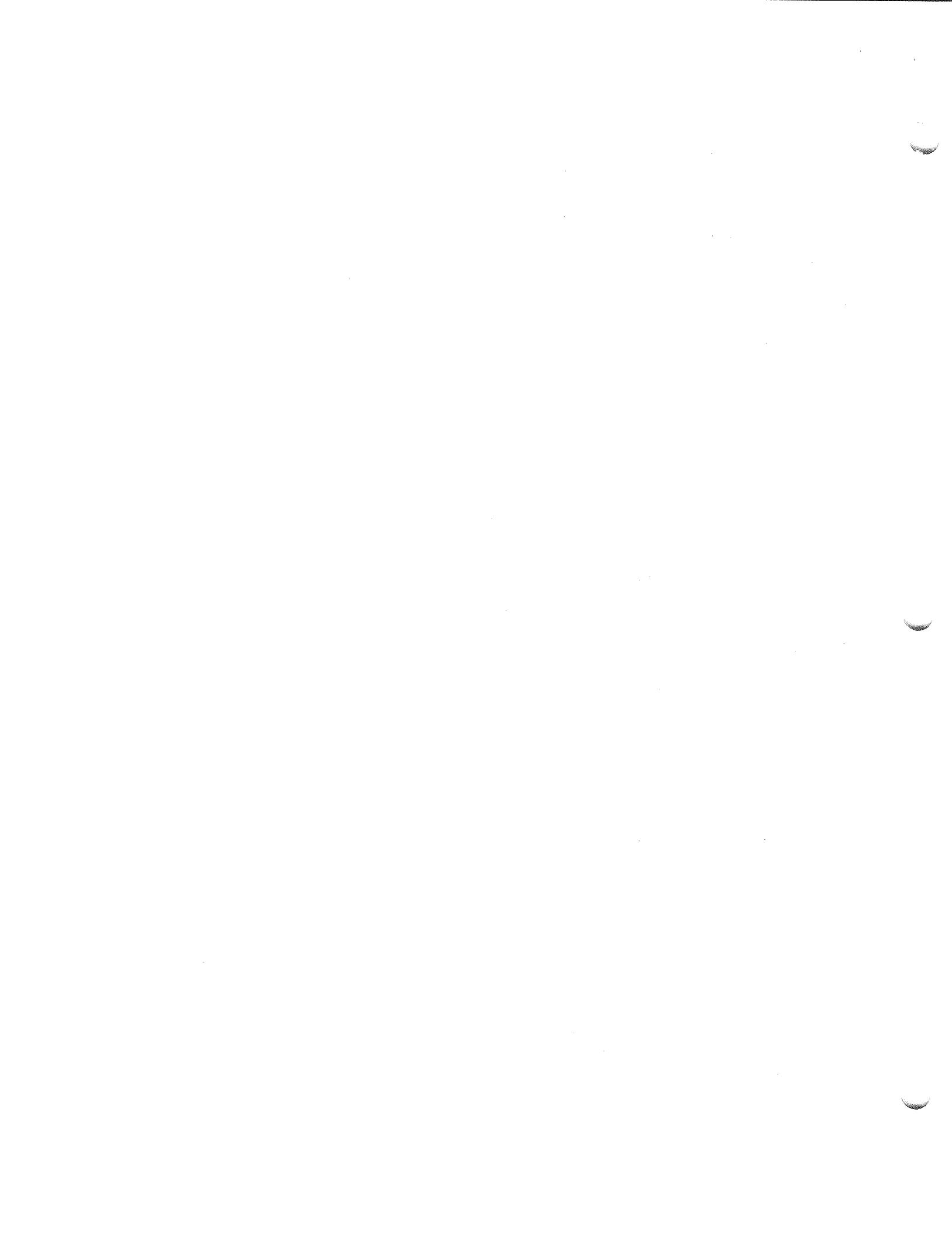
(d) who is blind within the definition of blind person set out in 111 CMR 3.03: *Definitions*;

(e) who is deaf within the definition set out in M.G.L. 6, § 191; or

(f) who has a developmental disability which prevents the person from living totally independently and would benefit from the LHA's specialized housing (such a person may include, but is not limited to, a person with cerebral palsy, mental retardation, or epilepsy).

#### 5.08: Determination of Qualification for Placement

(1) In making its final determination the LHA shall determine if applicant and household



members are qualified for public housing. An applicant and the applicant household shall be disqualified for public housing for any of the following reasons:

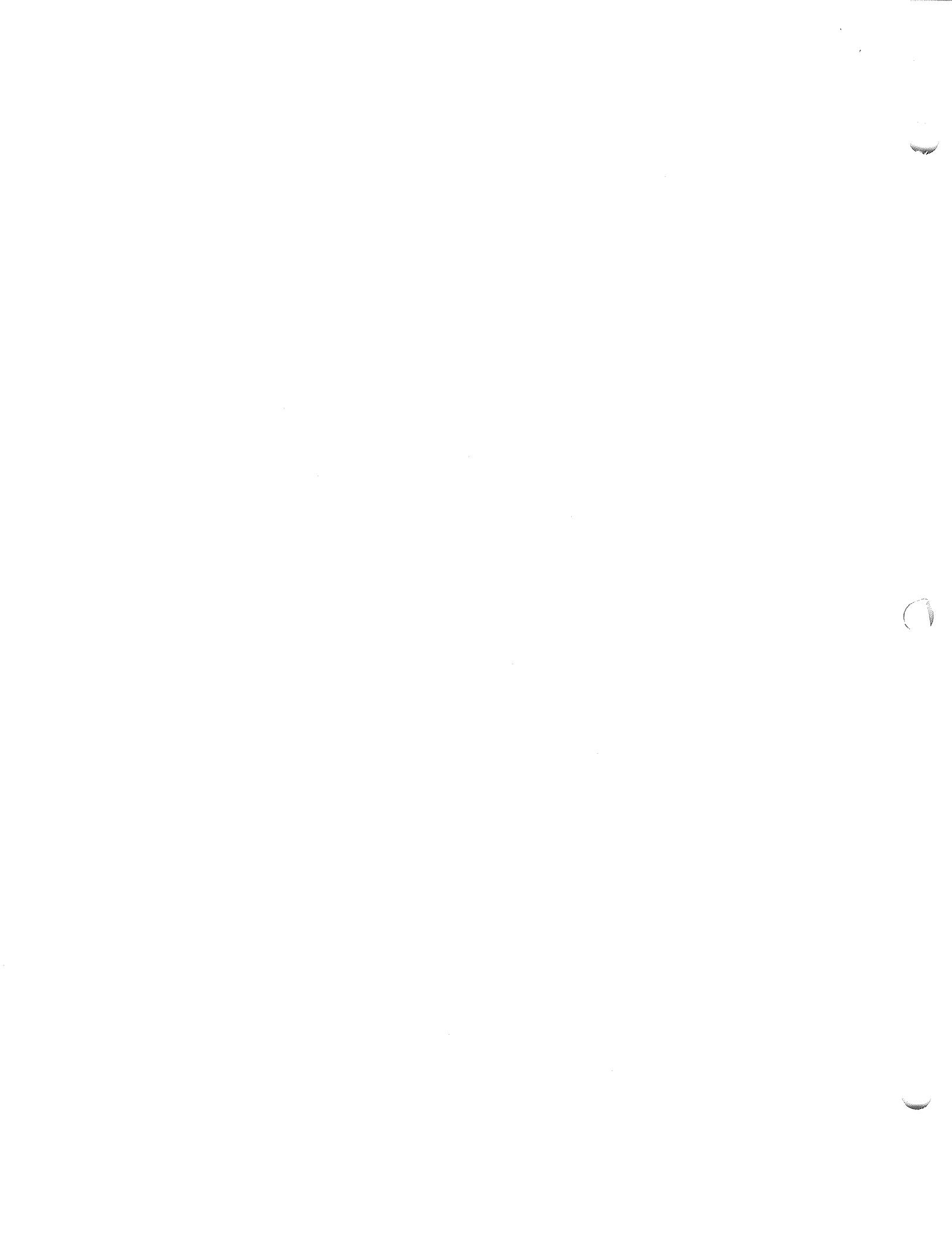
- (a) The applicant or a household member has disturbed a neighbor or neighbors in a prior residence by behavior, which if repeated by a tenant in public housing, would substantially interfere with the rights of other tenants to peaceful enjoyment of their units or the rights of LHA employees to a safe and secure workplace.
- (b) The applicant or a household member has caused damage or destruction of property at a prior residence, and such damage or destruction of property, if repeated by a tenant in public housing, would have a material adverse effect on the housing development or any unit in such development.
- (c) The applicant or a household member has displayed living habits or poor housekeeping at a prior residence, and such living habits or poor housekeeping, if repeated by a tenant in public housing, would pose a substantial threat to the health or safety of the tenant, other tenants, or LHA employees or would adversely affect the decent, safe and sanitary condition of all or part of the housing.
- (d) The applicant or a household member in the past has engaged in criminal activity, or activity in violation of M.G.L. c. 151B, § 4, which if repeated by a tenant in public housing, would interfere with or threaten the rights of other tenants or LHA employees to be secure in their persons or in their property or with the rights of other tenants to the peaceful enjoyment of their units and the common areas of the housing development.

(e) The applicant or a household member who will be assuming part of the rent obligation has a history of nonpayment of rent and such nonpayment, if repeated by a tenant in public housing, would cause monetary loss; provided, however, that if the applicant or household member paid at least 50% of his or her household's monthly income for rent each month during a tenancy but was unable to pay the full rent, an eviction for nonpayment of the balance shall not disqualify such individual from public housing pursuant to 760 CMR 5.08(1)(e).

#### **760 CMR: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

5.08: continued

- (f) The applicant or a household member has a history of failure to meet material lease terms or the equivalent at one or more prior residences, and such failure, if repeated by a tenant of public housing, would be detrimental to the LHA or to the health, safety, security or peaceful enjoyment of other tenants or of LHA employees.
- (g) The applicant or a household member has failed to provide information reasonably necessary for the LHA to process the applicant's application.
- (h) The applicant or a household member has misrepresented or falsified any information required to be submitted as part of the applicant's application, or a prior application within three years, and the applicant fails to establish that the misrepresentation or falsification was unintentional.
- (i) The applicant or a household member has directed abusive or threatening behavior which was unreasonable and unwarranted towards an LHA employee during the application process or any prior application process within three years.
- (j) The applicant or a household member does not intend to occupy public housing, if offered, as his or her primary residence.
- (k) The applicant or a household member is a current illegal user of one or more controlled substances as defined in M.G.L. c. 94C, § 1. A person's illegal use of a controlled substance



within the preceding 12 months shall create a presumption that such person is a current illegal user of a controlled substance, but the presumption may be overcome by a convincing showing that the person has permanently ceased all illegal use of controlled substances. This disqualification of current illegal users of controlled substances shall not apply to applicants for housing provided through a treatment program for illegal users of controlled substances.

(2) Prior to disqualifying an applicant under 760 CMR 5.08(1)(a) through (j), the LHA shall permit the applicant to show mitigating circumstances, which may include rehabilitation or rehabilitating efforts, sufficient so that when the potentially disqualifying behavior is weighed against the mitigating circumstances, the LHA is reasonably certain that the applicant or household member will not engage in any similar conduct in the future. In making this determination, the LHA shall consider all relevant circumstances including;

- (a) the severity of the potentially disqualifying conduct;
- (b) the amount of time which has elapsed since the occurrence of such conduct;
- (c) the degree of danger, if any, to the health, safety and security of others or to the security of the property of others or to the physical conditions of the housing development and its common areas if the conduct recurred;
- (d) the disruption and inconvenience which recurrence would cause the LHA; and
- (e) the likelihood that the applicant's behavior in the future will be substantially improved.

The greater the degree of danger, if any, to the health, safety and security of others or to the security of property of others or to the physical condition of the housing, the greater must be the strength of the showing that a recurrence of behavior, which would have been disqualifying, will not occur in the future.

Although an applicant or household member may have a history of non-payment of rent and not fit within the exception in 760 CMR 5.08(2)(e), mitigating circumstances shall be considered in determining qualification.

(3) In determining whether an applicant is qualified for participation in the AHVP, the LHA shall use the standards and procedures set out in 760 CMR 5.08(1) and (2).

#### 5.09: Selection Categories

(1) Priority Categories. The LHA shall use the following priority categories in descending order in determining the order of tenant selection:

(a) 1 Priority. Homeless due to Displacement by Natural Forces an applicant, otherwise eligible and qualified, who has been displaced by:

1. fire not due to the negligence or intentional act of applicant or a household member;
2. earthquake, flood or other natural cause; or
3. a disaster declared or otherwise formally recognized under disaster relief laws.

(b) 2<sub>nd</sub> Priority. Homeless due to Displacement by Public Action (Urban Renewal) an applicant, otherwise eligible and qualified, who will be displaced within 90 days, or has been displaced within the three years prior to application, by:

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#### 5.09: continued

1. any low rent housing project as defined in M.G.L. c. 121B, § 1;
2. a public slum clearance or urban renewal project initiated after January 1, 1947; or
3. other public improvement.

(c) 3 Priority. Homeless due to Displacement by Public Action (Sanitary Code Violations) an applicant, otherwise eligible and qualified, who is being displaced, or has been displaced within 90 days prior to application, by enforcement of minimum standards of fitness for



human habitation established by 105 CMR 410.000: *Minimum Standards of Fitness for Human Habitation (State Sanitary Code: Chapter I)* or local ordinances, provided that:

1. neither the applicant nor a household member has caused or substantially contributed to the cause of enforcement proceedings; and

2. the applicant has pursued available ways to remedy the situation by seeking assistance through the courts or appropriate administrative or enforcement agencies.

(d) 4<sup>th</sup> Priority. Other Priority situations as described in the Housing Situation Priority Policy established by the Department pursuant to 760 CMR 5.11.

(e) 5<sup>th</sup> Priority. AHVP Participant an applicant, otherwise eligible and qualified, who is living in a non-permanent, transitional housing subsidized by the AHVP.

(f) 6<sup>th</sup> Priority. Transfer for Good Cause.

(g) 7<sup>th</sup> Priority. Standard Applicant an applicant, otherwise eligible and qualified, who does not fit within any of the previous six priority categories.

(2) Preference Categories. Apart from the affirmative action preference to be applied pursuant to 760 CMR 5.10(3) the LHA shall apply the following preferences in descending order within each of the priority categories in determining the order of tenant selection:

(a) Veteran. Any veteran applying for elderly/handicapped housing receives this preference. A veteran applying for family housing receives this preference in all St. 1948, c. 200 units or, if the LHA has no St. 1948, c. 200 units, in all St. 1966, c. 705 units. In St. 1948, c. 200 and St. 1966, c. 705 units the order of preference is as follows:

1. veterans with service-connected disability;

2. families of deceased veterans whose death was service connected; and

3. other veterans.

(b) Local Resident. Any Local Resident applying for public housing receives this preference.

#### 5.10: Placements and Offers

##### (1) General Provisions for Placements.

(a) Placements are to be made in elderly/handicapped housing to achieve a mixed population of elderly households in 86.5% of the units and handicapped households in 13.5% of the units. The LHA shall place applicants in accordance with 760 CMR 5.10(2) in order to attain or to sustain these percentages. Such placements shall also be made in accordance with any applicable priority and preference categories and the affirmative action preference, if applicable.

(b) Any accessible or modified unit shall be offered to an applicant household which includes a person, regardless of age, who has a physical handicap which handicap necessitates one or more of the special design features of the unit.

(c) Except as provided in 760 CMR 5.10(1)(a) and (b) and subject to the affirmative action preference, if applicable, when a unit or rental assistance voucher becomes available, it shall be offered to the applicant for the applicable program with an appropriate household size who has the earliest date and time stamp in the highest preference category within the highest priority category.

(2) Placements by LHA in Elderly/Handicapped Housing. Prior to making a placement in elderly/handicapped housing, the LHA shall determine the LHA's current percentage of St. 1954, c. 667 units occupied by handicapped households. In making this determination the LHA shall count all St. 1954, c. 667 units, including St. 1954, c. 667 congregate units, St. 1954, c. 667 section 8 new construction or substantial rehabilitation units, St. 1954, c. 667 modified units, and



St. 1954, c. 667 conventional units. The LHA shall then place applicants as follows:

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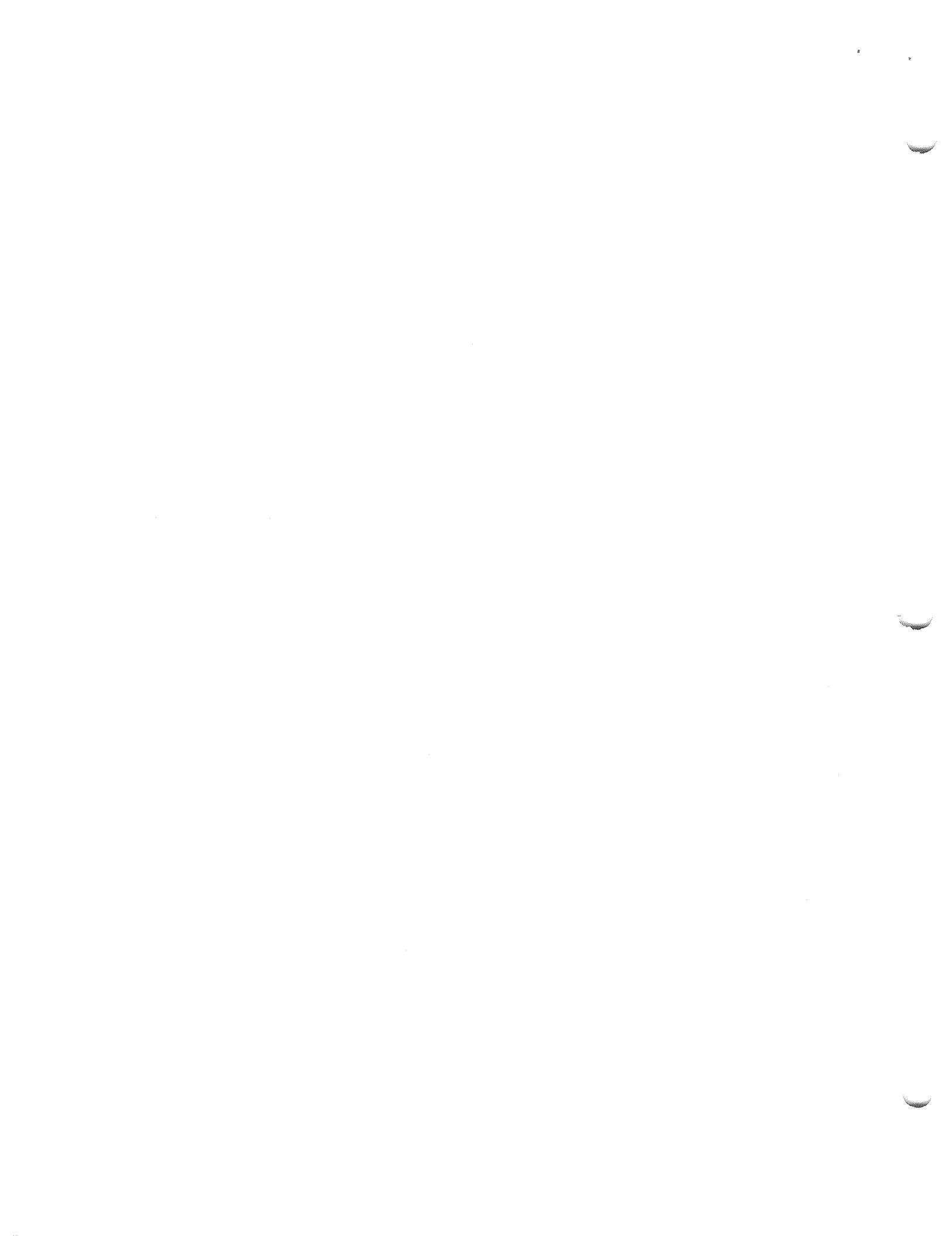
5.10: continued

- (a) If the percentage of units occupied by handicapped households is less than 13.5%, the LHA shall place one eligible and qualified handicapped household for each eligible and qualified elderly household placed until such time as the percentage of handicapped households equals or exceeds 13.5%.
- (b) If the percentage of the units occupied by handicapped households equals or exceeds 13.5%, the LHA shall place eligible and qualified elderly households until such time as the percentage of handicapped households falls below 13.5%.
- (c) If the percentage of units occupied by handicapped households equals or exceeds 13.5%, but the LHA has exhausted its waiting list of eligible and qualified elderly households, the LHA shall place those eligible and qualified handicapped households whose members have attained 50 years of age, but are younger than 60 years old, until such time as the percentage of handicapped households falls below 13.5% or until there is an application from an eligible and qualified elderly household.
- (d) If the percentage of units occupied by handicapped households equals or exceeds 13.5%, and the LHA has exhausted its waiting list of eligible and qualified elderly households and eligible and qualified handicapped households whose members have attained 50 years of age, but are younger than 60 years old, the LHA shall place eligible and qualified handicapped households, without regard to age, until there is an eligible and qualified elderly household or, in the absence of such an elderly household, an eligible and qualified handicapped household whose members have attained 50 years of age, but who are younger than 60 years old.

(3) Placement by LHA Granting Affirmative Action Preference. Affirmative Action Goals have been established for many LHAs as a specific remedy for discriminatory effects in tenant selection. The affirmative action preference in placement remains in effect, subject to review by the Department and applicable law. On an annual basis each LHA shall determine whether the number of households in its family housing with at least one Minority member and the number of Minority households in its elderly/handicapped housing with at least one Minority member meets the applicable Affirmative Action Goal. If the number of households with at least one Minority member for either type of housing fails to meet the LHA's goal, the LHA shall provide an affirmative action preference in placement for the type of housing involved until the goal is met. If an LHA provides such a preference, the LHA, subject to Department approval, shall establish a placement rate by which it will place Minority and non-minority applicants during the next 12 months. The LHA shall establish the percentage of its placements to which the preference shall apply for each type of housing involved; such percentage shall not be higher than 33.33% nor less than 20% of placements made for any type of housing. The affirmative action preference in placement, when applicable, shall result in selection of applicants with at least one Minority household member for a unit of appropriate size in accordance with the highest preference category within the highest priority category of general applicability. The affirmative action preference shall not limit the placement of a Minority household which would otherwise be due the next unit offer.

(4) Offers to Applicants.

- (a) An applicant offered a unit must accept the offer within seven business days of the date of the written offer. For good cause, the LHA may extend the time for response. An



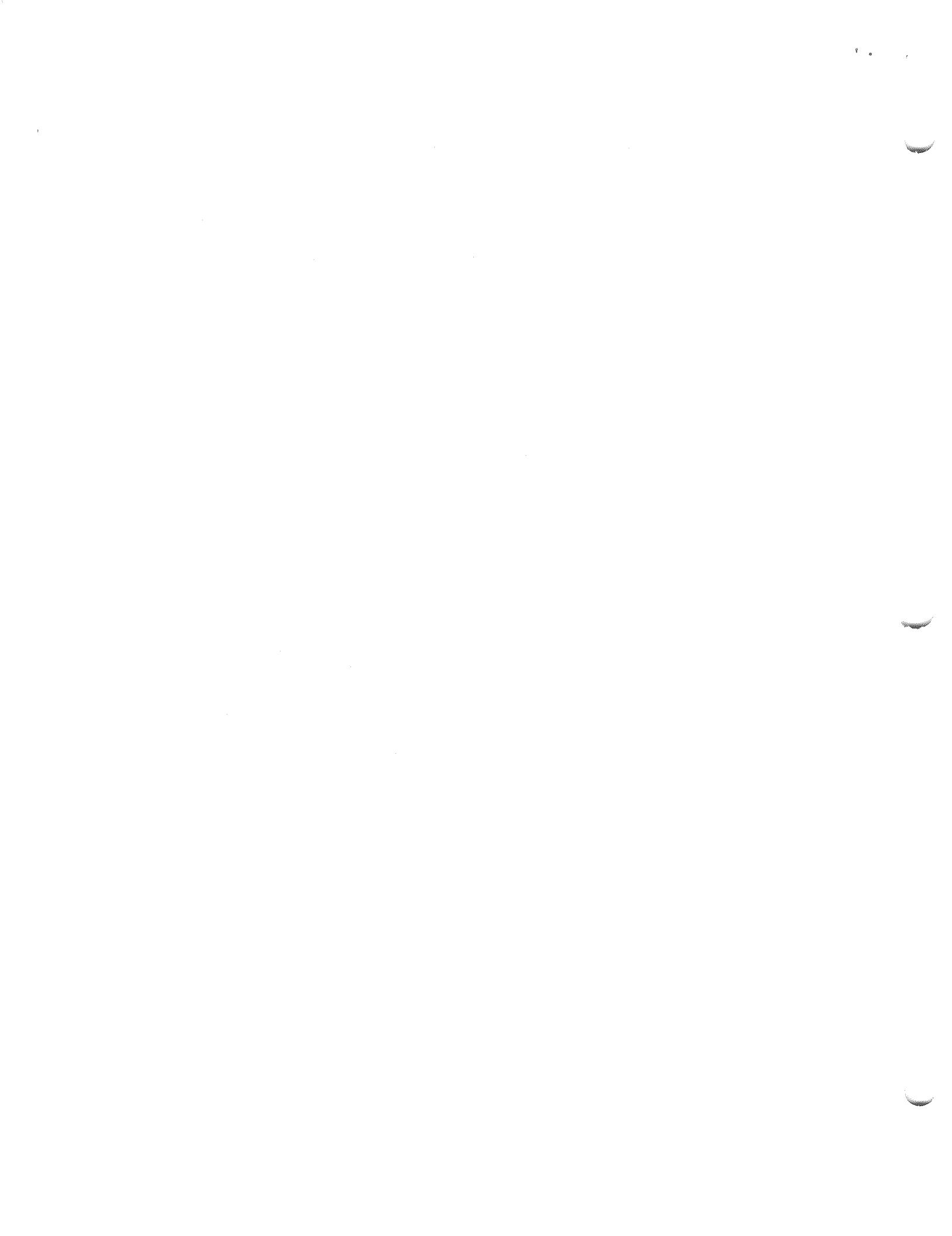
applicant is entitled to only one offer of a unit of appropriate unit size provided that the LHA shall offer another unit when the applicant provides reliable documentation establishing that the unit offered is inappropriate and would cause severe and unreasonable hardship. An applicant who fails to accept the offer of a unit within seven business days or to provide such documentation within that period, shall be removed from the waiting list for that program at that LHA and after being removed from the waiting list, if the applicant files a new application with that LHA, the applicant shall not be entitled to any priority or preference previously received based on information provided in that application for a period of three years. The LHA shall give the applicant notice of the removal of the application from the LHA's waiting list for that program and the right to request review pursuant to 760 CMR 5.13.

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**5.10: continued**

(b) An applicant who fails to accept three unit offers as set out in 760 CMR 5.10(4)(a) within a five-year period shall be removed from the waiting lists for all programs at all LHAs in the Statewide Online Application System for which the applicant applied, and any new application filed by the applicant for those programs at those LHAs will not be entitled to any priority or preference received based on information provided in prior applications for a period of three years. The LHA that made the third offer shall give the applicant notice of the removal and the right to request review pursuant to 760 CMR 5.13. An LHA conducting a review after a third failure to accept an offer may not consider the circumstances of the application's removal for failure to accept the first and second offers made, unless the applicant can clearly demonstrate a compelling reason for not requesting a timely review of the prior removals.

(c) An applicant offered an AHVP voucher shall make a diligent search to locate an apartment within the time specified in 760 CMR 53.00: *Alternative Housing Voucher Program*. An applicant who is unsuccessful in locating a unit within such time shall lose the voucher, and the LHA shall remove the applicant from the AHVP waiting list. When an applicant is on the waiting list for elderly/handicapped housing and becomes an AHVP participant the LHA shall drop the applicant to the bottom of that waiting list.



**Manchester Housing Authority Board Resolution**

***Title: A Resolution to Restrict Reimbursements for Tenant Expenditures***

**WHEREAS**, the Board of Commissioners of the Manchester Housing Authority recognizes the importance of fostering residents' connection to the community in which they live;

**WHEREAS**, the Board acknowledges that the Manchester Housing Authority is a public housing authority with limited funds;

**WHEREAS**, the Board is concerned that Manchester Housing Authority funds are being distributed to residents for reimbursement of certain expenditures without sufficient protocols;

**WHEREAS**, the Board is committed to ensuring fair and equitable treatment of all of its residents;

**WHEREAS**, the Board is committed to abiding by the Massachusetts Uniform Procurement Act, M.G.L. c. 30B, and the Massachusetts Conflict of Interest Law, M.G.L. c. 268A;

**Therefore, be it resolved that:**

- 1. Restriction on Tenant Reimbursement:** Henceforth the Manchester Housing Authority shall not reimburse any resident of the Manchester Housing Authority for any expenditure related to an improvement or modification of the common areas on Manchester Housing Authority property. The Executive Director is prohibited from authorizing such reimbursements to tenants;
- 2. Prior Request for Permission:** Should any resident wish to be reimbursed for an expense incurred related to the property, said resident must furnish said request, prior to incurring the expense, to the Executive Director. The Executive Director must seek approval of the Board by majority vote before granting said request.
- 3. Legal Compliance:** The Board will ensure that all reimbursements for resident expenditures adhere to state law, including, but not limited to, the Massachusetts Uniform Procurement Act, M.G.L. c. 30B, and the Massachusetts Conflict of Interest Law, M.G.L. c. 268A.
- 4. Review and Amendments:** This resolution will be reviewed as necessary, and amendments may be adopted by the Board if required to maintain its relevance and effectiveness.



RESOLUTION NO. \_\_\_\_ OF 2025

5. **Notice:** This resolution shall be posted on the Manchester Housing Authority website and shall be referred to in response to reimbursement requests from residents.

The Ayes and Nays were as follows:

Name	Aye	Nay	Absent
Commissioner Elaine Persons			
Commissioner Gretchen Wood			
Commissioner Craig McCoy			
Commissioner Tom Grady			
Commissioner			

Date: \_\_\_\_\_



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