

CHICOPEE HOUSING AUTHORITY

ADMISSIONS AND CONTINUED

OCCUPANCY POLICY

FEDERALLY-AIDED PROJECTS

MASS 8-1, 2 & 3

JULY 3, 2003

This ADMISSIONS AND CONTINUED OCCUPANCY POLICY defines the policy of the Chicopee Housing Authority for the operation of federally assisted public housing programs incorporating Federal State and Local law as applicable. In the event of any conflict between the CHA policy and any law or regulation, the laws and/or regulations shall prevail.

SECTION I. FAIR HOUSING

The Chicopee Housing Authority is committed to the provision of decent, safe, sanitary housing in full compliance with all local, state and federal nondiscrimination laws, the Americans with Disabilities Act; and the U .S. Department of Housing and Urban Development regulations governing Fair and Equal housing opportunity.

The Chicopee Housing Authority will not deny eligibility, exclude from participation or otherwise deliver separate benefit to any applicant, tenant or participant in any way in violation of any state or federal statute.

The Chicopee Housing Authority will assist any family that believes they have suffered illegal discrimination by providing copies of appropriate housing discrimination forms, by assisting with the completion of such forms as necessary and referral to appropriate anti-discrimination agencies, including the HUD Office of Fair Housing and Equal Opportunity.

The commitment to equal housing opportunity includes a commitment to make housing programs accessible to those requiring accommodation to allow their participation in public housing programs. To that end the Chicopee Housing Authority will provide reasonable accommodation to applicants whenever possible in order to assure participation by all segments of the population wherever possible.

SECTION II. CONDITIONS GOVERNING ELIGIBILITY

A. Eligibility for Admission: Persons eligible for admission to Federally-Aided, low-rent housing projects by the Chicopee Housing Authority are those who qualify as:

1. A Family - a family includes, but is not limited to:
 - a. An elderly family or single person.
 - b. The remaining member of a tenant family.
 - c. A displaced person.
 - d. Two or more persons (not included above).
 - e. A family means two or more persons sharing a residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage or operation of law, or have other wise evidence a stable family relationship.
 - f. A person who is living alone or intends to live alone.

2. Elderly Family - a family whose head or spouse (or sole member) is an elderly, disabled, or handicapped person. It may include two or more elderly, disabled, or handicapped persons living together or one or more of these persons living with one or more Live-In-Aides.
3. Elderly Person - a person who is at least 60 years of age.
4. Disabled Person - a disabled person is a person under a disability as defined in Section 223 of the Social Security Act (42U.S.C2691 (1)).
5. Handicapped Person - a handicapped person is a person having a physical or mental impairment which (1) is expected to be of a long, continued and indefinite duration; (2) substantially impedes his/her ability to live independently; and (3) is of such a nature that such ability could be improved by more suitable housing conditions.
6. Single Person - a single person is a person living alone intending to live alone and who does not qualify as an elderly family or the remaining member of a tenant family.
7. Involuntary Displaced Person - An applicant who has vacated or will (within no more than 6 months from date of certification or verification) vacate housing as a result of:
 - a. A disaster (fire, flood, etc.)
 - b. Federal, State or Local Government action related to code enforcement, or public improvement, development;
 - c. Action by a housing owner which is beyond an applicant's ability to control occurs despite the applicant having met all previous conditions of occupancy, and is other than a rent increase.
 - d. Applicant is a victim of domestic violence.

B. Income Limits: Who's adjusted Annual Income at time of admission does not exceed the applicable limits for admission as set forth below. These limits are based on 80% of the median income for the area.

<u>FAMILY COMPOSITION</u>	<u>LOW-INCOME</u>	<u>VERY LOW (02/20/03)</u>
1	33,750.	21,100.
2	38,600.	24,100.
3	43,400.	27,150.
4	48,250.	30,150.
5	52,100.	32,550.
6	55,950.	34,950.
7	59,800.	37,400.
8	63,700.	39,800.

SECTION III. HOUSING CONDITIONS

- A. Available housing accommodation shall be assigned on a fair and equitable basis. CHA is required both to maintain the lower income character of the project and to attain occupancy along a broad range of income. Applicants who qualify for any of the below listed preferences will be given selection priority. The Federal Preferences are numbered 1, 2 and 3. These take precedence over the remaining Non-Federal Preferences. This can be noted in the point value assigned to each preference.

<u>FEDERAL PREFERENCES</u>	<u>POINT VALUE</u>
1. INVOLUNTARILY DISPLACED	
a. Natural Disaster	75
b. Government Action	65
c. Owners Action	60
d. Domestic Violence	50
2. SUBSTANDARD HOUSING	27
a. Dilapidated	
b. Without adequate indoor plumbing	
c. Without flushed toilet	
d. Without usable bathtub/shower	
e. Without or unsafe electricity	
f. Without adequate or safe source of heat	
g. Without Kitchen	
h. Declared unfit for habitation	
i. Homeless	
3. PAYING MORE THAN 50% OF INCOME FOR RENT	17

NON FEDERAL PREFERENCES

ELDERLY, DISABLED HANDICAPPED	15
SINGLE PERSON OCCUPANCY	3
LOCAL RESIDENT	10
VETERAN	5
ANNUAL INCOME BELOW LOWER INCOME LIMIT	2

- B. The CHA will screen applicants to determine suitability for occupancy. This screening process may include, but is not limited to:
1. Examining the applicant's history of meeting financial obligations, especially rent.
 2. Determining whether the applicant has a history of:
 - a. disturbing the neighbors;
 - b. destroying property;
 - c. living or housekeeping habits which may adversely affect the other tenants health, safety or welfare;
 - d. criminal activity involving violent crimes.

Deficiencies in any of the above areas would constitute just cause for denying selection.

- C. No person or family shall be denied the opportunity to apply for housing and no eligible applicant shall be denied the opportunity to lease any dwelling suitable to its needs on account of race, color, creed, sex, marital status, national origin or other reason covered by law.

SECTION IV, SELECTION OF TENANTS

- A. The following standards for tenant selection have been established by the Authority which take into consideration both the needs of an individual applicant for low-income public housing and the needs of the community for a financially and socially sound housing program.
1. Consideration of factors of prior conduct of an applicant in determining whether the applicant, if admitted, will have a detrimental affect on the health, safety or welfare of other tenants, or the physical environment or financial stability of the project and factors which indicate a reasonable probability of favorable future conduct or financial prospects if unfavorable information is received.
 2. The CHA will avoid concentration of the most economically and/or socially deprived families in any or all of the projects and will achieve, within a reasonable period of time, a tenant body of families with a broad range of incomes and rent paying abilities generally representative of the income range of low-income/very low-income families in the Authority's area of operation, as defined in federal law.
 3. The CHA prohibits the automatic exclusion of an otherwise eligible applicant solely because of the applicant's membership in a particular group or category.

B. Governing conditions - In selecting tenants from among eligible applicant families of the size and composition appropriate to available units, the following shall apply:

1. After the applicant has been screened and a suitable unit becomes available, the CHA will offer the unit to the applicant. If the applicant refuses the unit for good cause, he/she will be given a second offer as a unit becomes available. After the second refusal, the applicant will have his/her name removed from the waiting list.
2. To avoid overcrowding and prevent waste of space, dwellings are to be leased in accordance with the occupancy standards set forth below:

<u>NUMBER OF BEDROOMS</u>	<u>NUMBER OF PERSONS</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	6	8

3. The occupancy standards shall be as follows:
 - a. bedrooms shall be occupied only by persons of the same sex except for married couples and for children less than five years of age;
 - b. living rooms shall not be used for regular sleeping quarters;
 - c. families shall be assigned to the smallest unit suitable for their needs as determined from the above standards. In any event, every bedroom shall be occupied by at least one person;
 - d. where it is found that the size of the dwelling unit is no longer suitable for the family in accordance with these standards, the family shall be offered a unit of appropriate size and suitable location (refer to Section IV, (5) on Transfers).
4. In the selection of tenants, there is to be no discrimination against families otherwise eligible for admission because their incomes are derived in whole or in part from public assistance.
5. Transfer of a family within a low-income project shall be only for a good, documented cause such as: change in family size, medical reason (statement from a physician) and/or other extenuating circumstances. Said documentation shall be submitted to the Tenant Selector for review, approval or disapproval. Transfer applicants, ruled eligible in accordance with this policy shall be provided priority in the assignment of available units. Transfers for a change in family size shall be within the same project unless otherwise determined necessary by the Authority. Only one offer of a

suitable unit shall be made.

6. Relevant information respecting habits or practices to be considered may include but are not limited to:
 - a. an applicant's past performance in meeting financial obligations, especially rent;
 - b. a record of disturbances of neighbors, destruction of property or living or housekeeping habits at prior residences which may adversely effect the health, safety or welfare of other tenants;
 - c. a history of criminal activity involving crimes or physical violence to persons or property and other criminal acts which would adversely effect the health, safety or welfare of other cause for denying admission.
 - d. deficiencies in any of the above areas would constitute just cause for denying admission.

C. INCOME LIMITS - With respect to admission to, and continued occupancy of low-income housing by the Authority, in accordance with Section II (B), the following definitions are applicable:

1. Tenant Rent - tenant rent is the amount payable monthly by the family as rent to the CHA where all utilities (except telephone) are included in project MASS 8-2 and 8-3. Tenant rent does not include electricity charges at Project MASS 8-1. Tenant rent equals Total Tenant Payment less the utility allowance.
2. Annual Income - annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12 month period following the effective date of initial determination or reexamination of income (see 913.106(C)). Annual income does NOT include the following:
 - a. income from employment of children (including foster children) under the age of 18 years;
 - b. payments received for the care of foster children;
 - c. lump-sum additions to Family assets, such as: inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
 - d. amounts received by the Family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
 - e. income of a Live-In-Aide;
 - f. amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran for use in meeting the costs of

tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payments to a veteran, not used for the above purposes, that is available for subsistence is to be included in income.

- g. the special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;
- h. amounts received under training programs funded by HUD (see 913.106 {c}{8});
- i. temporary, non-recurring or sporadic income (including gifts);
- j. amounts specifically excluded by any other Federal Statutes from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the U.S Housing Act of 1937.

3. Adjusted Income - adjusted income is annual income less the following deductions:

- a. \$480 for each dependent;
- b. \$400 for any elderly family;
- c. medical expenses in excess of 3% of annual income for any elderly family;
- d. handicapped assistance expense as defined in this section;
- e. child care expenses for any minor under 13 years of age necessary so that a family member can work or further his/her education, and only to the extent such amounts are not reimbursed.

4. Dependent - dependent is a member of the Family household (excluding foster children) other than the family head or spouse, who is:

- a. under 18 years of age;
- b. a disabled person;
- c. a handicapped person;
- d. a full time student.

5. Full Time Student - a full time student is a person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes vocational schools with diploma or certificate programs, as well as institutions offering degree programs.

6. Child Care Expenses - those amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which annual income is computed and which is unreimbursed. The amount of child care expenses may NOT exceed the amount necessary to enable a family member to be gainfully employed or to

further his/her education. Additionally, the amount deducted for child care expenses necessary to permit employment shall NOT exceed the amount of income received from such employment.

7. Live-In-Aide - a live-in-aide is defined as a person who resides with an elderly, disabled or handicapped person and:
 - a. is determined by the CHA to be essential to the care and well being of the person;
 - b. is not obligated to support the person;
 - c. would not be living in the unit except to provide necessary supportive services.
8. Medical Expenses For An Elderly Family - those medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.
9. Handicapped Assistance Expense - (a) for a family that is NOT an Elderly Family but has a handicapped or disabled member other than the head of household or spouse, handicapped assistance expenses in excess of 3% of annual income may be deducted, but this allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the handicapped or disabled person; (b) for any Elderly family 1}that has handicapped assistance expenses greater than or equal to 3% of annual income, an allowance may be taken in accordance with paragraph (a) of this section, plus an allowance for medical expense that is equal to the family's medical expenses; 2} that has handicapped assistance expenses that are less than the 3% of annual income, an allowance for combined handicapped assistance expense and medical expenses that is in excess of 3% of annual income may be taken.
10. Head Of Household - family member who is held responsible and accountable for the Family.
11. Spouse - the husband or wife of the head of the household.
12. Lower Income - a family whose annual income does not exceed 80% of the median income for the area, as determined by HUD may establish income limits higher or lower than 80% of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.
13. Very Low Income - a family whose annual income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish

income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family income.

14. Annual Income - for eligibility purposes, annual income includes:
 - a. gross wages and salaries;
 - b. overtime pay, commissions, and/or fees;
 - c. tips, bonuses and other compensation for personal services;
 - d. net income from the operation of a business;
 - e. interest, dividends and other net income from real or personal assets (NOTE: depreciation of business, real or personal property and/or equipment may not be deducted);
 - f. full amounts of periodic payments (e.g., social security, insurance policies, retirement funds, etc.). This includes a lump-sum payment for the delayed start of a periodic payment;
 - g. the amount of public assistance received;
 - h. periodic and determinable allowances (e.g., alimony, child support);
 - i. regular pay, special pay and allowances of a member of the Armed Forces.

NOTE: See Section IV (c)(2) Annual Income for amount NOI included as income.

15. Utilities - utilities mean water, electricity, gas, or other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service and Cable Television are not included as a utility and are the sole responsibility of the tenant.
16. Net Family Assets - net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment. Net family assets do not include the value of necessary items of personal property (e.g., furniture and automobiles) and income held in non- revocable trusts. However, income distributed from trusts and the value of assets disposed of for less than fair market value within the last two years (except in cases of foreclosure or bankruptcy) shall be considered as part of net family assets.

SECTION V, RECEIPT OF APPLICATIONS AND DETERMINATION OF ELIGIBILITY

This section sets forth the basic steps which are to be taken in obtaining and verifying information from applicant families for the purpose of:

1. Determining whether they meet the conditions of eligibility for admission;

2. Applying the preference requirements;
3. Determining the rent to be charged;
4. The size of the dwelling unit required.

A. Applications for public housing programs are available on request in the main office of the Authority and by mail on a daily basis. Applications may be filed in the main office during normal working hours and they are registered on a chronologic basis.

To assure compliance with the preference requirements, applications are to be accepted from all families seeking admission to the public housing program. This rule is to hold, regardless of the number of eligible applications on hand unless the number and type of applications received is such as to indicate that tenants will be selected only from those groups having a preference or priority (e.g., displaced

court of the County of Hampden or any other court.

3. Evidence that applicant is a victim of domestic violence.
 4. Proof or action by a housing owner which is beyond the applicant's control that the dwelling was extensively damaged or destroyed as a result of a Federal disaster.
 5. Evidence that applicant is living in substandard housing.
 6. Documented proof that he/she is paying more than 50% of their income for rent.
- D. Summary Of Verification Data: Verification data is to be reviewed and evaluated as received for completeness, accuracy and conclusiveness. Where the information received is not adequate in all respects, follow-up or new efforts to obtain such verification made and carried through the conclusion. If during the verification process it becomes evident that for one or more reasons the applicant is ineligible, the investigation is to be discontinued and the applicant notified of his/her ineligibility and the reason there of.

As verification of all necessary items for each applicant is completed, the admission and selection factors section of the application shall be completed to cover the following determination:

1. Eligibility of the applicant group as a family.
 2. Eligibility of the family with respect to income limits for admission.
 3. Eligibility of the family with respect to housing need.
 4. Preference status, if any, of family.
 5. Size of unit to which the family is to be assigned.
 6. Rent which the family is to pay.
 7. Age of the applicant for elderly housing.
- E. Re-Checking Verified Findings Prior To Admission: Because of a time lag between the date of determination of the family's eligibility and the date the family is scheduled for admission, all eligibility factors are to be rechecked for change. Any indicated change is to be verified and a determination made of its effect upon the applicant's eligibility preference status. Rent to be charged, and size of dwelling required prior to admitting the family into the project.
- F. Eligibility Statement: As a part of the application record of each applicant determined to be eligible for admission, the Chicopee Housing Authority will make a statement in the file that this family meets all the conditions governing eligibility, and shall be notified within 30 days of such determination.
- G. Verification: Information relative to the acceptance or rejection of an applicant shall be documented and placed in the applicant's file. Such documentation may include reports of interviews, letters, or telephone conversations with reliable sources. As a minimum, such reports shall indicate the date, the source of the information,

including the name and title of the individual contacted and a resume of the information received.

Sources of information may include, but are not limited to: the applicant (by means of interviews), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by particular circumstances.

- H. Notification To Applicants: The CHA shall, within 30 days, notify any applicant determined to be ineligible for admission to a project on the basis of determination and shall provide the applicant, upon request, in a reasonable time after the determination is made, with an opportunity for an informal hearing on such determination.

The CHA shall, within 30 days, notify an applicant, when a determination has been made that an applicant is eligible and satisfied all requirements for admission including the tenant selection criteria.

SECTION VI, OFFER OF UNIT

Upon the preparation of a unit for rental the Tenant Selector or other such authorized agent of the Chicopee Housing Authority shall contact the first family on the waiting list having the highest priority/preference ranking for the type of unit and development available. Contact shall first be made by telephone. If the family cannot be contacted by telephone the family will be notified of a unit offer by first class mail. The applicant will be given five (5) business days from the date the letter was mailed to contact the Chicopee Housing Authority regarding the offer.

Applicants will be permitted to view the unit offered and will have two (2) business days within which to either accept or reject the offer. A verbal offer shall be documented in the applicant file.

a. Rejection of Unit

In the event that an applicant rejects the unit offered the rejection shall be documented in the applicant file, noting the reason for the denial. In the event of a rejection for good cause (as determined by the Authority) the applicant shall not lose placement on the waiting list. A rejection for other than good cause shall result in loss of all priority and preference points afforded to the application. A second rejection of an offer for less than good cause shall result in the cancellation of the application.

Good cause includes substantial medical reason, required transportation need or similar work related requirement.

b. Acceptance of Unit Offer

Upon acceptance of an offer the family shall be required to sign a lease with the Chicopee Housing Authority for the unit within three business days of the acceptance of the offer. All leases shall initiate on the day the unit was removed from marketing and the offer of rental was made to the family.

SECTION VII, LEASING OF DWELLING UNITS

A lease agreement is to be entered into between the Authority and each of its tenant families. The lease agreement is to be kept current at all times and is to reflect the rent being charged and the conditions governing occupancy.

- A. Execution Of Lease Agreement: A responsible member of each family accepted as a tenant is to be required to execute a lease agreement prior to actual admission. One copy of the lease is to be given to the lessee and one executed copy is to be filed in the permanent record folder established for the family.

If, through any cause, the signer of the lease ceases to be a member of the tenant family, the lease is to be voided and a new lease agreement executed and signed by a responsible remaining member of the family, provided the family is eligible.

If a tenant transfers to a different dwelling in the same or another low rent project operated by this Authority, the existing lease is to be cancelled and a new lease executed for the dwelling into which the family is to move by a member of the family who meets the requirements.

If, at any time during the life of the lease agreement, a change in the tenants status results in the need of changing or amending any provisions of the lease, or if this Authority desires to waive any provisions with respect to the tenant, an amendment will be executed.

- B. Cancellation of the Lease Agreement: Cancellation of a tenant's lease is to be in accordance with the provisions of the Tenant Lease.

SECTION VIII, CERTIFICATION OF ELIGIBILITY OF FAMILIES

- A. Periodic Re-Examination and Adjustment of Rent:

To assure that families are charged appropriate rents, the family income of each tenant household is to be periodically re-examined and rent re-determined once a year, on the anniversary date of the dwelling lease, for all families in Federally-Aided housing. The periodic re-determination of annual income is to cover all project tenants.

B. Re-Examination Procedures:

Data assembled at the time of re-examination is to be filed in a folder set up for the family at the time the Authority and the applicant entered into a lease agreement.

1. Receipt of Annual Income Questionnaires: A responsible member of each tenant family is to be required, at the time of re-examination, to complete and return a standard re-examination form to the Chicopee Housing Authority within 30 days. Failure to return the form and completed certifications within the 30 days is cause for termination.

All entries on the form are to be made in ink, indelible pencil or typed. Corrections or changes are to be made by lining through the original entry and entering the correct data, and the reasons and authority for such changes are to be noted in the record.

2. Verification and Documentation of Re-Examination Date: To assure that the data upon which redetermination of rent is to be made and the size of dwelling required is based on full, true and complete information, the information submitted by each tenant is to be verified. Complete and accurate verification records are to be maintained in the tenant's folder.

3. Summary of Verified Data: Verification data is to be reviewed and evaluated as it is received for completeness, adequacy and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion.

The summary is to cover the following determinations and the basis for such determinations.

- a. Size of dwelling unit required;
- b. Rent which the family is to pay.

When the verified findings are at substantial variance from the data furnished by the tenant in his income questionnaire, the tenant is to be interviewed and an opportunity given to explain the discrepancies.

C. Action Required Following Re-Examination

Within 120 days after the tenant has submitted all the information required of him/her and called for on the income questionnaire, he/she is to be informed in writing concerning:

1. Any change to be made in the rent or size of dwelling occupied.
2. Any instances of misrepresentation or non-compliance with the terms

of the lease revealed through re-examination and any corrective of punitive action which is to be taken.

3. A Lease Amendment to be prepared if necessary.

If the re-examination disclosed that the tenant, at time of admission or at any previous re-examination, made misrepresentation which resulted in his/her being classified as eligible when in fact he/she was ineligible, the tenant is to be required to vacate even though he/she may currently be eligible.

If it is found at the time of re-examination or at some other time, that the tenant has failed to report changes in family income as they occurred and such changes would have required him/her to pay a higher rent, the increased rent may be made retroactive to the first rent payment day of the second month following the increase in income.

D. Interim Rent Adjustments

Interim rent adjustments, (i.e., rent adjustments between admission and the first regularly scheduled re-examination and subsequent regularly scheduled re-examination, are to be made in accordance with the following interim rent adjustment policy.

1. Changes affecting lessee - Loss of lessee through death, divorce, or other continuing circumstances or addition of family/household member who in accordance with the Chicopee Housing Authority Policy may be admitted to the household.
2. A reduction in income to the household as determined at time of last annual redetermination.

Any downward adjustment in rent shall be effective only from the first of the month following the month in which the tenant reports the change in family circumstances, which would justify a downward rent adjustment and provides the verification necessary to substantiate eligibility for such rental reduction.

When failure of the tenant to report any changes in family circumstances which would cause an upward adjustment of rent is disclosed, a retroactive rent change, back to the first rent payment day of the second month following the increase in family income, shall be made.

E. Flat Rents – Procedures and Requirements

The Chicopee Housing Authority will annually determine a flat rent for units in developments administered by the CHA. The flat rents shall be established commensurate with local market standards except that if the cost of administration of the development exceeds market standards due to the ongoing costs associated with proper maintenance of the development shall cause the actual cost to exceed the market rate for the units the actual cost of management shall be utilized in

establishing the flat rent.

At the time of annual redetermination a resident may elect to pay either the rent calculated based on household income or the flat rent as most recently established in accordance with the above paragraph. Once a resident has elected to pay the flat rent that payment standard shall be maintained until the next regularly scheduled redetermination. In the event of a decrease in income to the household that would result in a lesser payment based an income/rental calculation the family shall be eligible to request a decrease in rent. The decrease shall remain in effect until the income to the family again increases. The family is required to report all increases in household income within ten (10) days of their occurrence and the CHA shall appropriately determine the rent. The family shall not be eligible for payment of the flat rent again until such time as the regularly schedule redetermination of rent takes place.

F. Minimum Rents

The Chicopee Housing Authority has adopted a minimum rent of \$25.00. This minimum rent is established in order to reflect a basic value for shelter provided to families. Hardship exemptions are available to those families for whom the payment of a minimum rent would cause a significant hardship.

G. Dwelling Leases - Procedures and Requirements

A lease shall be entered into between the Chicopee Housing Authority and each tenant of a dwelling unit that shall contain the following provisions:

- a. Identification of the parties and premises.
- b. Specific payments due under the lease including payment for:
 1. Maintenance beyond what is considered normal
 2. Management shall pay the full cost of the following utilities:

MASS 8-2 & 8-3: Heat, hot water and electricity;

MASS 8-1: Heat, hot water and an allowance for electricity according to posted utility allowances.

3. Late payment penalties.
- c. Rent determinations.
- d. The CHA's obligation.
- e. The tenant's obligation.
- f. Notice procedures.
- g. Termination procedures.

SECTION IX, DECONCENTRATION POLICY

It is the policy of the Chicopee Housing Authority to provide for the deconcentration of poverty in the City of Chicopee. This policy will be followed by mixing higher income families in lower income developments and lower income families into higher income developments whenever possible. To accomplish this goal the Chicopee Housing Authority will endeavor to establish education and employment advancement programs for existing residents in order to maximize the potential of current residents to succeed in the workforce and, the Chicopee Housing Authority will create incentives for current residents to remain in place as they progress in the workforce.

The Chicopee Housing Authority will analyze the income levels of families residing in each of our developments, the income levels within census tracts in which the developments are located and the income levels of families on the waiting list annually. Based on this analysis the level of marketing strategies and deconcentration incentives needed will be determined.

SECTION X, TENANCY PRESERVATION SERVICES

The Chicopee Housing Authority recognizes that many families of low income suffer from educational, societal and/or developmental limitations that affect their ability to successfully compete in the community. The CHA is committed to providing assistance, whenever practical to distressed families in danger of losing their public housing benefit. To that end the CHA will contract with the Tenancy Preservation Project, an agency of the Massachusetts Department of Mental Health, to provide assistance to endangered residents. These services shall be for the purpose of working with families to rehabilitate tenancies prior to termination and to help the families successfully compete in the community.

SECTION XI, SERVICES TO NON-ENGLISH SPEAKING CLIENTS

The Chicopee Housing Authority has staff and resources available to provide support to applicants and residents requiring assistance in their native language. In addition to staff members fluent in Spanish the CHA currently has working relationships with the Lutheran Services of Western Massachusetts (Russian and Slavic Languages) and the Chicopee Registrar of Voters (Polish). Other resources will be recruited as necessary.

SECTION XII, PET OWNERSHIP

Pet ownership by families living in housing which has been designated for occupancy by elderly, handicapped or disabled families is permitted, providing that the pets are kept in accordance with pertinent State and City laws and ordinances including compliance with the Chicopee Leash Law, Zoning Codes and CHA regulations and in a manner that is not a nuisance to the other tenants.