

Stockbridge Housing Authority Annual Plan for Fiscal Year 2023 For State-Aided Public Housing

The Annual Plan is a document compiled by housing authority staff in advance of each new fiscal year. The plan serves as both a tool for the Local Housing Authority (LHA) to reflect upon the prior fiscal year, and as an opportunity to develop a clear and transparent plan that builds on successes, identifies needs, and corrects any issues that have arisen in prior years. Additionally, the Annual Plan is an important tool for tenants, who may use the document to better understand the operations and needs of their housing authority, advocate for changes to policies and procedures, access data about the housing authority, and participate in their housing authority's governance.

In addition to the physical document, the Annual Plan is also a process of public engagement. Throughout the Annual Plan process, the LHA executive director or their designee will be expected to review the Plan with any Local Tenant Organizations (LTO's) and Resident Advisory Board (RAB) before the LHA presents the plan to the LHA Board of Commissioners; make a draft available for review to all residents and the general public; post on the website and make a copy available to each LTO at least 30 business days before the public hearing; hold a hearing on the document; and collect, integrate, and report back on substantive comments. Additionally, the Board will read, offer recommendations, and approve the Annual Plan in advance of its submission to DHCD.

The law that mandates the Annual Plan is [An Act Relative to Local Housing Authorities, Massachusetts General Laws, Chapter 121B Section 28A](#). The regulation that expands upon Section 28A is [760 CMR 4.16](#). The regulations that address Local Tenant Organization (LTO) and resident participation in the Annual Plan are [760 CMR 6.09 \(3\)\(h\)](#) and [760 CMR 6.09\(4\)\(a\)\(4\)](#).

The Stockbridge Housing Authority's Annual Plan for their 2023 fiscal year includes the following components:

1. Overview and Certification
2. Capital Improvement Plan (CIP)
3. Maintenance and Repair Plan
4. Operating Budget
5. Narrative responses to Performance Management Review (PMR) findings
6. Policies
7. Waivers
8. Glossary
9. Other Elements
 - a. Board Extracts
 - b. Cover sheet for tenant satisfaction surveys
 - c. Tenant Satisfaction Survey 667 Program
 - d. EE.AA and Fair Housing Plan Policy
 - e. Language Access Plan
 - f. Reasonable Accommodation Policy
 - g. All Other Policies

State-Aided Public Housing Developments

The following table identifies the state-aided public housing units with developments of more than 8 units listed separately. Units in developments of 8 or fewer units are aggregated as noted. Units that the LHA provides to assist clients of the Department of Mental Health (DMH), the Department of Developmental Services (DDS), or other agencies are also aggregated separately.

Dev No	Type	Development Name	Num Bldgs	Year Built	Dwelling Units
667-01	Elderly	HEATON COURT 667-01	8	1977	51
	Other	Special Occupancy units	1		8
Total			9		59

Federally Assisted Developments

Stockbridge Housing Authority also manages Federally-assisted public housing developments and/or federal rental subsidy vouchers serving 49 households.

LHA Central Office

Stockbridge Housing Authority
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Andrea Lindsay, Executive Director
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LHA Board of Commissioners

	<u>Role</u>	<u>Category</u>	<u>From</u>	<u>To</u>
Bernard Edmonds	Vice-Chair		05/20/2020	05/19/2025
Christina McCarthy		State Appointee	05/31/2021	05/31/2022
D. Anne Rabinowitz	Treasurer		05/21/2013	05/21/2024
Michael Vogt	Member		05/20/2021	05/19/2026
James Welch	Chair	Tenant	05/18/2021	05/17/2026

Plan History

The following required actions have taken place on the dates indicated.

REQUIREMENT		DATE COMPLETED
A.	Advertise the public hearing on the LHA website.	04/22/2022
B.	Advertise the public hearing in public postings.	04/22/2022
C.	Notify all LTO's and RAB, if there is one, of the hearing and provide access to the Proposed Annual Plan.	N/A
D.	Post draft AP for tenant and public viewing.	05/06/2022
E.	Hold quarterly meeting with LTO or RAB to review the draft AP. (Must occur before the LHA Board reviews the Annual Plan.)	N/A
F.	Annual Plan Hearing. Hosted by the LHA Board, with a quorum of members present. (For Boston, the Administrator will host the hearing.)	06/07/2022
G.	Executive Director presents the Annual Plan to the Board.	06/07/2022
H.	Board votes to approve the AP. (For Boston Housing Authority, the Administrator approves and submits the AP.)	06/07/2022

Certification

CERTIFICATION OF LHA USER AUTHORIZATION FOR DHCD CAPITAL SOFTWARE AND HOUSING APPLICATIONS

I, Andrea K Lindsay, Executive Director of the Stockbridge Housing Authority, certify on behalf of the Housing Authority that I have conducted an annual review of all Stockbridge Housing Authority users of DHCD Capital Software applications and Housing Applications and that all current LHA users are authorized to use the systems and have the appropriate level of user access based on their job responsibility. I approve all system access and access levels for all Stockbridge Housing Authority users.

This certification applies to the following applications:

- Capital Planning System (CPS)
- Consolidated Information Management System (CIMS)
- Cap Hub
- DHCD Housing Management Systems

CERTIFICATION FOR SUBMISSION OF THE ANNUAL PLAN

I, Andrea Lindsay, Executive Director of the Stockbridge Housing Authority, certify on behalf of the Housing Authority that: a) the above actions all took place on the dates listed above; b) all facts and information contained in this Annual Plan are true, correct and complete to the best of my knowledge and belief and c) that the Annual Plan was prepared in accordance with and meets the requirements of the regulations at 760 CMR 4.16 and 6.09.

The Board and Executive Director further certify that LHA operations and all LHA Board-adopted policies are in accordance with M.G.L. c. 121B and all Massachusetts state-aided public housing regulations, including, but not limited to 760 CMR 4.00; 5.00; 6.00; 8.00; and 11:00, as well as adhere to Department-promulgated guidance.

Date of certification: 06/13/2022

The Department of Housing and Community Development (DHCD) completed its review of this Annual Plan (AP) on July 13, 2022. Review comments have been inserted into the plan.

Capital Improvement Plan (CIP)**Capital Improvement Plan****DHCD Description of CIPs:**

The Capital Improvement Plan (CIP) is a five year plan which identifies capital projects, provides a planning scope, schedule and budget for each capital project and identifies options for financing and implementing the plan. The CIP identifies anticipated spending for each Department of Housing and Community Development (DHCD) fiscal year (July 1 to June 30) based on the project schedules.

Local Housing Authorities (LHAs) receive yearly awards from DHCD (Formula Funding Awards) which they target to their most urgent capital needs in their CIP. They may also receive special awards from DHCD for specific projects which meet specific criteria. Special awards may be given for certain emergency, regulation compliance, energy and water conservation, and other projects. The first three years of the CIP are based on actual awards made to the LHA, while years four and five are based on estimated planning amounts, not actual awards.

LHAs may sometimes secure other sources of funding and assistance that you will note in their CIP, such as: Community Preservation Act (CPA) funding, Community Development Block Grant (CDBG) funding, Local Affordable Housing Trust Funds (AHTF), HOME grants, income from leasing a cell tower on their property, savings from net meter credit contracts with solar developers, utility rebates and contracted work from utility providers, and Sheriff's Department work crews. However, not all of these funding sources are available every year, or in all communities.

The CIP includes the following parts:

- A table of available funding sources and amounts
- A list of planned capital projects showing spending per fiscal year
- A table showing special awards and other funding for targeted projects, if any, which supplements Formula Funding awarded to the LHA
- A 'narrative' with a variety of additional information.

Capital Improvement Plan (CIP)**Additional Remarks by Stockbridge Housing Authority**

The Stockbridge Housing Authority applied to the CPC and was approved for \$34,000 for FY22 and we've requested another \$33,529 in FY23 for siding board replacement on the buildings of Heaton Court. Reports generated unveiled underlying conditions in the buildings on the property as water had begun to penetrate the siding which resulted in rotted sheathing under the wood. The CPC's financial help is immeasurable to the preservation of this property and because of the ongoing support from the CPC, and the property's designation as a "High Level Asset", the SHA was able to participate in funding through the HILAPP (High Level Asset Protection Program). What this means for the SHA is that the assistance the CPC has committed to Heaton Court enabled us to participate in a funding opportunity which resulted in the additional awarded amount of \$168,223 to be utilized on the siding board replacement project.

Capital Improvement Plan (CIP)**Aggregate Funding Available for Projects in the First Three Years of the CIP:**

Category of Funds	Allocation	Planned Spending	Description
Balance of Formula Funding (FF)	\$212,313.72		Total of all FF awards minus prior FF spending
LHA Emergency Reserve	\$21,231.37		Amount to reserve for emergencies
Net FF Funds (First 3 Years of the CIP)	\$191,082.35	\$201,936.66	Funds to plan & amount actually planned in the first 3 years of the CIP
ADA Set-aside	\$2,611.89	\$2,000.00	Accessibility projects
DMH Set-aside	\$0.00	\$0.00	Dept. of Mental Health facility
DDS Set-aside	\$5,527.04	\$5,000.00	Dept. of Developmental Services facility
Unrestricted Formula Funding (FF)	\$182,943.41	\$194,936.66	Funds awarded by DHCD to be used on projects selected by the LHA and approved by DHCD.
Special DHCD Funding	\$188,989.55	\$188,989.55	Targeted awards from DHCD
Community Development Block Grant (CDBG) Funds	\$0.00	\$0.00	Federal funds awarded by a city or town for specific projects.
Community Preservation Act (CPA) Funds	\$67,526.53	\$67,526.53	Community Preservation Act funds awarded by a city or town for specific projects.
Operating Reserve(OR) Funds	\$0.00	\$0.00	Funds from the LHA's operating budget.
Other Funds	\$120,712.26	\$120,712.26	Funds other than those in the above categories. See explanation below.
Total funds and planned spending	\$568,310.69	\$579,165.00	Total of all anticipated funding available for planned projects and the total of planned spending.

Additional notes about funding:

The Stockbridge Housing Authority has been fortunate to regularly receive funding from the Town's CPA committee. This upcoming fiscal year we were awarded \$33,529 to assist in replacing the prematurely failed siding boards on the buildings of Heaton Court.

Capital Improvement Plan (CIP)**CIP Definitions:**

ADA Set-aside is funding allocated within the Formula Funding (FF) for use on projects that improve accessibility for people with disabilities. 10% of FF awards are designated for this purpose.

Available State Bond Funding is the amount of State Bond Funding available to the LHA for the first three years of the CIP. It is calculated by totaling all of FF and Special Awards granted to the LHA through the end of the third year of the plan and subtracting the amount of these funds spent prior to July 1 of the first year of the plan.

Amount spent prior to the plan is the total amount of Formula Funding (FF) and Special Awards spent prior to July 1 of the first year of the plan.

Capital project is a project that adds significant value to an asset or replaces building systems or components. Project cost must be greater than \$1000.

CDBG stands for Community Development Block Grant, a potential source of project funds.

CPA stands for Community Preservation Act, a potential source of project funds.

CapHub Project Number is the number given to projects entered into DHCD's project management system known as CapHub.

DMH Set-aside is funding allocated within the Formula Funding (FF) for use on facilities leased to the Department of Mental Health (DMH) program vendors, if any exist at this LHA.

DDS Set-aside is funding allocated within the Formula Funding (FF) for use on facilities leased to the Department of Developmental Services (DDS) program vendors, if any exist at this LHA.

Formula Funding (FF) is an allocation of state bond funds to each LHA according to the condition (needs) of its portfolio in comparison to the entire state-aided public housing portfolio.

Operating Reserve is an account, funded from the LHA operating budget, primarily used for unexpected operating costs, including certain extraordinary maintenance or capital projects.

Other Funds could include other funding by the city or town or from other sources.

Special Awards are DHCD awards targeted to specific projects. Award programs include funds for emergencies beyond what an LHA can fund, for complying with regulatory requirements, for projects that will save water or energy use, and various other programs the department may run from time to time.

Total Cost is the sum of investigation, design, administration, permitting, and construction costs for a project

Unrestricted Formula Funding (FF) is money awarded to the LHA by DHCD under the Formula Funding program other than amounts set aside (restricted) for accessibility improvements or for facilities operated by DMH or DDS.

Capital Improvement Plan (CIP)**Regional Capital Assistance Team**

Stockbridge Housing Authority participates in the Regional Capital Assistance Team (RCAT) program and project implementation responsibilities are as follows:

- o For projects with construction cost under \$10,000, the LHA has the sole responsibility to initiate, implement and manage the project. RCAT offers technical assistance upon request.

- o For projects with construction cost between \$10,000 and \$100,000 the RCAT will have lead responsibility to initiate, implement and manage the project with both DHCD and LHA involvement and oversight throughout the process. For projects in this range, the LHA will work with the RCAT Project Manager who will contact the LHA to initiate projects.

- o For projects with construction cost over \$100,000, or projects below that threshold that are complex or have a subsequent phase that exceeds \$100,000 construction cost, DHCD will take the lead and draft a WO or RFS to hire a designer to prepare plans and specs. RCAT will not be involved in the implementation of projects in this range and the LHA will continue to work directly with the DHCD Project Manager and DHCD design staff.

Capital Improvement Plan (CIP)

Formula Funding and Special DHCD Award Planned Spending - Other funding not included

Cap Hub Project Number	Project Name	Development(s)	Total Cost	Amount Spent Prior to Plan	Remaining Planned for 2022	fy2023 Planned	fy2024	fy2025	fy2026	fy2027
283018	2008 FF Master CFA	HEATON COURT 667-01	\$7,350	\$5,850	\$0	\$0	\$0	\$0	\$0	\$0
283032	FF: Hot Water Heater Replacement	HEATON COURT 667-01	\$3,841	\$3,841	\$0	\$0	\$0	\$0	\$0	\$0
283060	FF: Bldg. G Heating System	HEATON COURT 667-01	\$51,455	\$49,758	\$2,272	\$0	\$0	\$0	\$0	\$0
283081	Replace Roof Bldg. B	HEATON COURT 667-01	\$74,674	\$349	\$0	\$0	\$0	\$0	\$0	\$0
283084	Structural Fence for Parking lot	HEATON COURT 667-01	\$8,587	\$0	\$8,587	\$0	\$0	\$0	\$0	\$0
283088	Replace faucets Rev	HEATON COURT 667-01	\$2,500	\$1,763	\$738	\$0	\$0	\$0	\$0	\$0
283089	667-Heaton-replace storm doors (phase 1 front doors)	HEATON COURT 667-01	\$30,902	\$0	\$0	\$30,902	\$0	\$0	\$0	\$0
283090	Replace damaged siding and paint Phase 2 - CPA 2022	HEATON COURT 667-01	\$301,862	\$2,080	\$0	\$234,333	\$0	\$0	\$0	\$0
283091	SUST FY22 - 667 Kitchen Range hoods vented to outside.	HEATON COURT 667-01	\$102,669	\$0	\$0	\$0	\$0	\$0	\$0	\$0
283092	Component replacement at turnover	HEATON COURT 667-01	\$10,000	\$1,340	\$8,660	\$0	\$0	\$0	\$0	\$0
283093	Component replacement at turnover Phase 2	HEATON COURT 667-01	\$10,000	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0

Capital Improvement Plan (CIP)

Formula Funding and Special DHCD Award Planned Spending - Other funding not included

Cap Hub Project Number	Project Name	Development(s)	Total Cost	Amount Spent Prior to Plan	Remaining Planned for 2022	fy2023 Planned	fy2024	fy2025	fy2026	fy2027
283094	Parking lot, walkway resurfacing; site lighting upgrade	HEATON COURT 667-01	\$122,394	\$0	\$0	\$118,086	\$4,309	\$0	\$0	\$0
283095	Water Damage B-12	HEATON COURT 667-01	\$4,970	\$4,970	\$0	\$0	\$0	\$0	\$0	\$0
283096	F-12 Remove Carpet-Accommodation	HEATON COURT 667-01	\$7,784	\$5,537	\$2,247	\$0	\$0	\$0	\$0	\$0
283097	Covid19 Office Compliance Renovation	HEATON COURT 667-01	\$10,737	\$1,810	\$10,737	\$0	\$0	\$0	\$0	\$0
283098	Sustainability-Air Source Heat Pumps	HEATON COURT 667-01	\$69,692	\$0	\$51,645	\$0	\$0	\$0	\$0	\$0
283099	Reasonable Accommodation A 24	HEATON COURT 667-01	\$9,890	\$5,016	\$0	\$0	\$0	\$0	\$0	\$0
•	667-Heaton-New lever locksets-entry doors	HEATON COURT 667-01	\$24,123	\$0	\$0	\$0	\$0	\$0	\$24,123	\$0
•	Replace damaged siding and paint - CPA 2023 phase 3	HEATON COURT 667-01	\$44,500	\$0	\$0	\$0	\$0	\$0	\$0	\$1,949
•	Component replacement at turnover Phase 3	HEATON COURT 667-01	\$12,500	\$0	\$0	\$12,500	\$0	\$0	\$0	\$0

Capital Improvement Plan (CIP)

Formula Funding and Special DHCD Award Planned Spending - Other funding not included

Cap Hub Project Number	Project Name	Development(s)	Total Cost	Amount Spent Prior to Plan	Remaining Planned for 2022	fy2023 Planned	fy2024	fy2025	fy2026	fy2027
•	Remove and Replace Exterior Fire Extinguisher Boxes	HEATON COURT 667-01	\$10,981	\$0	\$0	\$0	\$0	\$0	\$0	\$0
•	Refridgerator replacement	HEATON COURT 667-01	\$78,928	\$0	\$0	\$0	\$0	\$0	\$0	\$27,205
•	Maintenance Door Replacement	HEATON COURT 667-01	\$11,463	\$0	\$0	\$0	\$0	\$0	\$0	\$11,463
•	Install tilt in windows to third floor units	HEATON COURT 667-01	\$40,949	\$0	\$0	\$0	\$0	\$0	\$40,949	\$0
•	Gutter and downspout installation	HEATON COURT 667-01	\$9,199	\$0	\$0	\$9,199	\$0	\$0	\$0	\$0
•	689-Stockbridge House-upgrade lighting to LED	STOCKBRIDGE HOUSE 689-01	\$3,235	\$0	\$0	\$0	\$0	\$0	\$0	\$3,235
•	Replace exterior doors adding access switches	STOCKBRIDGE HOUSE 689-01	\$46,915	\$0	\$0	\$46,915	\$0	\$0	\$0	\$0
•	Bathroom renovation-Unit B	STOCKBRIDGE HOUSE 689-01	\$23,850	\$0	\$0	\$0	\$0	\$0	\$23,850	\$0
•	Bathroom renovations-Unit A	STOCKBRIDGE HOUSE 689-01	\$23,850	\$0	\$0	\$0	\$0	\$0	\$0	\$23,850
•	Half Bathroom Renovation-Unit A	STOCKBRIDGE HOUSE 689-01	\$14,157	\$0	\$0	\$0	\$0	\$0	\$0	\$2,662

Capital Improvement Plan (CIP)

FUNDS IN ADDITION TO ANNUAL FORMULA FUNDING AWARD

Cap Hub Project Number	Project Name	DHCD Special Award Comment	Special DHCD Awards				Other Funding			
			Emergency Reserve	Compliance Reserve	Sustainability	Special Awards	CDBG	CPA	Operating Reserve	Other Funds
283081	Replace Roof Bldg. B		\$0	\$0	\$0	\$0	\$0	\$73,074	\$0	\$0
283090	Replace damaged siding and paint Phase 2 - CPA 2022	replace damaged siding and paint phase 2	\$0	\$0	\$0	\$164,723	\$0	\$67,529	\$0	\$0
283091	SUST FY22 - 667 Kitchen Range hoods vented to outside.	Range Hoods	\$0	\$0	\$102,669	\$0	\$0	\$0	\$0	\$102,669
283096	F-12 Remove Carpet-Accommodation	carpet replacement reasonable accommodation	\$0	\$7,320	\$0	\$0	\$0	\$0	\$0	\$0
283097	Covid19 Office Compliance Renovation	covid-19 office adaptation award	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0
283098	Sustainability-Air Source Heat Pumps	Air Source Heat Pump	\$0	\$0	\$22,537	\$0	\$0	\$0	\$0	\$18,047
•	Replace damaged siding and paint - CPA 2023 phase 3		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,500

Capital Improvement Plan (CIP) Narrative **Including Requests to DHCD & Supporting Statements**

1. Request for increased spending flexibility.

DHCD designates a spending target (cap share) and an allowable spending range for each year of the CIP. A Housing Authority may request to shift the cap shares of the first three years in order to increase scheduling flexibility. A CIP utilizing this flexibility is called an Alternate CIP. The total spending over three years and over five years must continue to meet the limits set by DHCD. DHCD will approve an Alternate CIP only with acceptable justification and only if funding is available.

Stockbridge Housing Authority has not submitted an Alternate CIP.

2. Request for additional funding.

A Housing Authority may request additional funding from DHCD for projects that qualify as emergencies, required legal compliance upgrades, or sustainability improvements.

Stockbridge Housing Authority has not requested additional funding.

3. Overall goals of the Housing Authority's CIP

SHA continues to seek a varied array of projects to enhance our portfolio envelope, interior component upgrades as well as working with our 689-01 management organization to enhance our residents' environment.

We have developed a plan to incorporate a varied plan of projects.

We will continue to work closely with our town which have been generous with Community Preservation Funding support.

4. Changes from the Housing Authority's previous CIP

Every new CIP differs from the previous CIP because projects have been completed and a new year has been added with new projects. These changes and other significant changes to the content of the CIP are highlighted below:

We have not made any major changes to our CIP, we continue to seek a diverse formula funding project list.

5. Requirements of previous CIP approval

There were no special conditions attached to the approval of our previous CIP.

6. Quarterly capital reports

Our most recent quarterly capital report (form 80 and 90) was submitted on 12/15/2021.

7. Capital Planning System (CPS) updates

Our CPS facility data has been updated with current condition information, including changes resulting from projects completed in the past year, as of 10/15/2021.

8. Project priorities

All the projects in our CIP are high priority (Priority 1 and 2 projects).

9. High priority deficiencies

We have included all of our high priority (CPS priority 1 and 2) projects in our CIP.

10. Accessibility

We are not aware of any accessibility deficiencies in our portfolio.

11. Special needs development

Stockbridge Housing Authority has one or more special needs (167 or 689 programs) development. We have completed the service provider input process according to the required procedures detailed in the lease agreement and held an annual meeting with the service provider staff at all special needs developments as of 03/22/2022.

12. Energy and water consumption

Our 12 most recent monthly energy reports are for months 2/2021 to 1/2022.

The following table lists the DHCD thresholds for Per Unit Monthly (PUM) expense for electricity, natural gas, oil, and water use and the developments at the Housing Authority that have expenses in excess of the thresholds, if any.

	Electric PUM > Threshold	Gas PUM > Threshold	Oil PUM > Threshold	Water PUM > Threshold
Threshold PUM:	\$100	\$80	\$50	\$60

No developments exceed threshold values.

13. Energy or water saving initiatives

Stockbridge Housing Authority is not currently pursuing any energy or water-saving audits or grants that could affect CIP project scope, costs or timing of projects.

14. Vacancy rate

Our unadjusted vacancy rate reported to DHCD is as follows. (The unadjusted vacancy rate captured in these figures is the percentage of ALL housing units that are vacant, including both offline units being used for other purposes and units with DHCD vacancy waivers.)

0% c. 667 (DHCD Goal 2%)

0% c. 200 (DHCD Goal 2%)

0% c. 705 (DHCD Goal 2%)

CIP Approval For Stockbridge Housing Authority for FY 2023

Formula Funding Capital Improvement Plan (CIP), WorkPlan 5001

6/22/2022

Congratulations! The CIP-2023 submitted by Stockbridge Housing Authority is approved, subject to the following conditions:

- Please ensure projects are designed to resilient standards as needed

- Your LHA participates in the Regional Capital Assistance Team (RCAT) program and project implementation responsibilities are as follows:
 - o For projects with construction cost under \$10,000, the LHA has the sole responsibility to initiate, implement and manage the project. RCAT will offer technical assistance upon your request. DHCD recently revised the Small Project Guide to address statutory and policy changes. It is available on the web at <http://www.mass.gov/hed/docs/dhcd/ph/small-projects/dhcdsmallprojectsguide.pdf>. The Guide contains step-by-step instructions to help you make sure that your projects are done efficiently, cost-effectively and according to applicable statutes, rules and regulations. Please be sure to complete projects in accordance with the requirements and procedures described in the Guide.

 - o For projects with construction cost between \$10,000 and \$100,000 the RCAT will have lead responsibility to initiate, implement and manage the project with LHA involvement and oversight throughout the process. If you have projects in this range, you will be working with your RCAT Project Manager who will contact you to initiate your project(s). Please note that DHCD has increased the threshold for independent implementation to \$100,000 construction cost in response to the passage of Chapter 218. Projects with an estimated Construction cost greater than \$25,000 still require soliciting the professional services of an architect or engineer. (See DHCD Small Project guide "When to Hire a Designer" (<http://www.mass.gov/hed/docs/dhcd/ph/small-projects/dhcdsmallprojectsguide.pdf>)). The RCAT may be able to provide "In House" specifications with an estimated construction cost greater than \$25,000, but requires the approval of DHCD before proceeding.

 - o For projects with construction cost over \$100,000, or projects below that threshold that are complex or have a subsequent phase that exceeds \$100,000 construction cost, DHCD will take the lead and draft a WO or RFS to hire a designer to prepare plans and specs. At this point, RCAT will not be involved in the implementation of projects in this range and you will continue to work directly with your DHCD Project Manager and DHCD design staff.

Stockbridge Housing Authority is authorized to proceed on the following projects, which are to be managed with the LHA or RCAT as the Primary PM**:

CPS Number	FISH #	Project Name	TDC Amount	Primary PM	Project Year
283-667-01-0-21-420	283100	Component replacement at turnover Phase 3	\$12,500.00	LHA	2023
283-667-1-0-09-1484	283101	Gutter and downspout installation	\$9,199.00	LHA	2023
283-689-01-0-22-293	283102	Replace exterior doors adding access switches	\$46,915.00	RCAT	2023

Construction cost for FY 2023 projects is to be incurred by June 30, 2023. Construction cost for FY 2024 projects is to be incurred between July 1, 2023 and June 30, 2024. Pre-construction costs may be incurred in FY 2023.

There are no large or complex projects to be managed by DHCD.

Going forward, if you need to add a project that is not in your approved CIP you will need to submit a revision through CIMS. Instructions for revising your CIP can be found on the CIMS Forms menu.

Details of the Approved CIP can be found at the link to 'Approved & Active CIP Reports' on the CIMS forms page in the CIP Reports section. Projects may utilize funding from multiple sources. The 'Original Approved' report details the proposed funding as submitted by the LHA. Please feel free to call DHCD Project Manager Linda Katsudas at (617) 573-1240 with any questions.

****Primary PM'** is used to identify the agency responsible for updating a project's budget and schedule.

This document was created on 6/22/2022 by Linda Katsudas, Project Manager

Maintenance and Repair Plan

Maintenance Objective

The goal of good property maintenance at a public housing authority is to serve the residents by assuring that the homes in which they live are decent, safe, and sanitary.

About This Maintenance and Repair Plan

This Maintenance & Repair Plan consists of several subsections describing maintenance systems followed by charts showing typical preventive maintenance, routine maintenance, and unit inspection tasks and schedules. These subsections are:

- a. **Classification and Prioritization of Maintenance Tasks** - Defines and prioritizes types of work to be accomplished by maintenance staff and vendors. Explains how the housing authority is expected to respond to work orders (tasks or requests) based on the work order classification.
- b. **Emergency Response System** - Defines what constitutes an emergency and how to notify staff of an emergency.
- c. **Normal Maintenance Response System** - How to contact the maintenance staff for a non-emergency request.
- d. **Work Order Management** - Description of the housing authority's system for managing work orders (tasks and requests).
- e. **Maintenance Plan Narrative & Policy Statement** - Self-assessment, basic information, and goals for the coming year, along with a description of the housing authority's maintenance program.
- f. **Preventive Maintenance Schedule** - A listing and schedule of tasks designed to keep systems and equipment operating properly, to extend the life these systems and equipment, and to avoid unexpected breakdowns.
- g. **Routine Maintenance Schedule** - A listing and schedule of ordinary maintenance tasks such as mopping, mowing, raking, and trash collection required to keep the facilities in good condition.
- h. **Unit Inspections** - Scheduling of annual unit inspections.

Classification and Prioritization of Maintenance Tasks

Maintenance items are tracked as “work orders” and are classified in the following categories. They are prioritized in the order listed. The following classifications and prioritization are required by the Department of Housing and Community Development (DHCD).

- I. **Emergencies** - Emergencies are only those conditions which are **immediately threatening** to the life or safety of our residents, staff, or structures.
 - **Goal: initiated with 24 to 48 hours.**
- II. **Vacancy Refurbishment - Work necessary to make empty units ready for new tenants.**
 - After emergencies, the refurbishment of vacancies for immediate re-occupancy has the highest priority for staff assignments. **Everyday a unit is vacant is a day of lost rent.**
 - **Goal: vacancy work orders are completed within 30 calendar days or if not completed within that timeframe, LHA has a waiver.**
- III. **Preventive Maintenance** - Work which must be done to **preserve and extend the useful life** of various elements of your physical property and avoid emergency situations.
 - A thorough Preventive Maintenance Program and Schedule that deals with all elements of the physical property is provided later in the document.
 - The Preventive Maintenance Program is reviewed and updated annually and as new systems and facilities are installed.
- IV. **Programmed Maintenance** - Work which is important and is completed to the greatest extent possible within time and budget constraints. Programmed maintenance is grouped and scheduled to make its completion as efficient as possible. Sources of programmed maintenance include:
 - Routine Work includes those tasks that need to be done on a regular basis to keep our physical property in good shape. (Mopping, Mowing, Raking, Trash, etc.)
 - Inspections are the other source of programmed maintenance.
 - o Inspections are visual and operational examinations of parts of our property to determine their condition.
 - o All dwelling units, buildings and sites must be inspected at least annually.
 - o **Goal: Inspection-generated work orders are completed within 30 calendar days from the date of inspection, OR if cannot be completed within 30 calendar days, are added to the Deferred Maintenance Plan or the Capital Improvement Plan in the case of qualifying capital repairs (unless health/safety issue).**
- V. **Requested Maintenance** - Work which is requested by residents or others, does not fall into any category above, and should be accomplished as time and funds are available.
 - Requests from residents or others for maintenance work which does not fall into one of the other categories has the lowest priority for staff assignment.
 - **Goal: Requested work orders are completed in 14 calendar days from the date of tenant request or if not completed within that timeframe (and not a health or safety issue), the task is added and completed in a timely manner as a part of the Deferred Maintenance Plan and/or CIP.**

Emergency Request System

For emergency requests call the numbers listed here. Qualifying emergency work requests are listed below.

METHOD	CONTACT INFO.	TIMES
Call Answering Service	N/A	N/A
Call LHA at Phone Number	413-298-3222	Office hours 9 AM - 1 PM. Can leave
Other	413-329-6894	Maintenance Chief's cell phone 24 HR

If a tenant is locked out of their apartment after hours, they are to call the Stockbridge Police Department at 298-4179. The police and fire departments have a master key.

If a tenant has an emergency after hours, on weekends or holidays, they are to call Maintenance Supervisor Jamie Shepardson's home and cell phone at 413-243-0938 and 413-329-6894. If the tenant doesn't speak to him directly, they are to leave a message including their name, apartment number, the date and time, and the nature of the emergency, then call Executive Director Andrea Lindsay at 413-388-3695.

List of Emergencies - Emergencies are those conditions which are immediately threatening to the life or safety of our residents, staff, or structures. The following is a list of typical conditions that warrant an emergency response. If there is an emergency condition whether or not enumerated on this list please notify the office or answering service at the numbers listed above. If you have any questions regarding this list or other matters that may constitute an emergency, please contact the Stockbridge HA main office.

QUALIFYING EMERGENCY WORK REQUESTS
Fires of any kind (Call 911)
Gas leaks/ Gas odor (Call 911)
No electric power in unit
Electrical hazards, sparking outlets
Broken water pipes, flood
No water/ unsafe water
Sewer or toilet blockage
Roof leak
Lock outs
Door or window lock failure
No heat
No hot water
Snow or ice hazard condition
Dangerous structural defects
Inoperable smoke/CO detectors, beeping or chirping

Normal Maintenance Request Process

Make normal (non-emergency) maintenance requests using the following methods:

METHOD	CONTACT INFO.	TIMES
Text Phone Number	413-329-6894	24 Hours
Call Answering Service		
Call Housing Authority Office	413-298-3222	24 Hours
Submit Online at Website		
Email to Following Email	stockbridgeha@gmail.com	24 Hours
Other	stockbridgeha2@gmail.co	24Hours

All work order requests are to be called in to the office during our normal working hours. Please do not contact the maintenance staff directly Monday-Friday 9AM until 1PM.

Outside of office hours, Monday through Friday, 9 AM to 1PM - tenants are to leave a message at 413-298-3222 with their name, apartment number, the date, time and work order request. Or work order requests may be emailed to stockbridgeha@gmail.com (Andrea) or stockbridgeha2@gmail.com (Leslie)

Work Order Management

A. DHCD review of this housing authority’s operations shows that the authority uses the following system for tracking work orders:

Type of work order system:

Work order classification used:

Emergency	
Vacancy	
Preventative Maintenance	
Routine	
Inspections	
Tenant Requests	

B. We also track deferred maintenance tasks in our work order system.

C. Our work order process includes the following steps:

Step	Description	Checked steps are used by LHA
1	Maintenance Request taken/submitted per the standard procedures listed above for the Emergency Request System and the Normal Maintenance Request Process.	<input checked="" type="checkbox"/>
2	Maintenance Requests logged into the work system	<input checked="" type="checkbox"/>
3	Work Orders generated	<input checked="" type="checkbox"/>
4	Work Orders assigned	<input type="checkbox"/>
5	Work Orders tracked	<input checked="" type="checkbox"/>
6	Work Orders completed/closed out	<input checked="" type="checkbox"/>
7	Maintenance Reports or Lists generated	<input checked="" type="checkbox"/>

D. Additional comments by the LHA regarding work order management:

As the Stockbridge Housing Authority has one full time maintenance employee, work orders are not assigned, because the maintenance chief is the sole employee responsible for the completion of all work orders.

Maintenance Plan Narrative

Following are Stockbridge HA’s answers to questions posed by DHCD.

A. Narrative Question #1: How would you assess your Maintenance Operations based on feedback you’ve received from staff, tenants, DHCD’s Performance Management Review (PMR) & Agreed Upon Procedures (AUP), and any other sources?

Our maintenance staff addresses resident and management concerns timely and professionally.

B. Narrative Question #2: What changes have you made to maintenance operations in the past year?

With CV-19 restrictions relaxing we are getting back into our old routine of addressing concerns and inspecting units.

C. Narrative Question #3: What are your maintenance goals for this coming year?

To efficiently and proactively address all property concerns when the funding is available. When funding is not readily available, to make sure our plan identifies the most crucial modernization objectives are prioritized appropriately.

D. Maintenance Budget Summary

The budget numbers shown below are for the consolidated budget only. They do not include values from supplemental budgets, if any.

	Total Regular Maintenance Budget	Extraordinary Maintenance Budget
Last Fiscal Year Budget	\$74,302.00	\$12,700.00
Last Fiscal Year Actual Spending	\$71,129.00	\$40,908.00
Current Fiscal Year Budget	\$75,186.00	\$15,750.00

E. Unit Turnover Summary

# Turnovers Last Fiscal Year	7
Average time from date vacated to make Unit "Maintenance Ready"	88 days
Average time from date vacated to lease up of unit	91 days

F. Anything else to say regarding the Maintenance Plan Narrative?

A notation to the last fiscal year spending will reflect that the SHA had several turnover units that required extensive repairs and/or updating. These units had not been vacant for some time and required alot of financial upgrades.

Attachments

These items have been prepared by the Stockbridge HA and appear on the following pages:

Preventive Maintenance Schedule - a table of preventive maintenance items showing specific tasks, who is responsible (staff or vendor), and the month(s) they are scheduled

Deferred Maintenance Schedule - a table of maintenance items which have been deferred due to lack of resources.

STOCKBRIDGE HOUSING AUTHORITY PREVENTATIVE MAINTENANCE SCHEDULE

ANNUALLY

- Heat, hot water systems preventative maintenance (PM) w/licensed contractor
- Emergency generator PM w/licensed contractor
- Fire alarm systems inspection and PM w/licensed contractor, including checking placement and proper operability of fire extinguishers
- Sewer System PM w/licensed contractor
- Inspection of all units by Maintenance Chief and Executive Director. Includes inventory of refrigerators and stoves.
- Check carbon monoxide (CO) alarms. Change batteries, where applicable.
- Inventory all SHA equipment/tools at beginning of fiscal year.
- Change filters in air handler in community building.
- Change batteries in electrified doors in community building.
- Repair screens/storms for upcoming season.
- Exterior painting and carpentry, as needed annually

QUARTERLY

- Inspect interior/exterior of 689 property
- Thoroughly inspect exterior of all Heaton Court buildings for structural changes, damage
- Inspect gutters, downspouts, and splash blocks
- Inspect site, including parking areas, sidewalks, walkways, lawns for safety hazards, damage
- Clean/organize maintenance garage, storage areas
- Wash and wax "puzzle room" floor (in community building)

MONTHLY

- Check cleaning supply and small parts inventory and restock as necessary
- Fill gas cans and Maintenance Chief's truck (used for daily mail and SHA business-related trips) using SHA gas card.

WEEKLY

- Laundry room maintenance (Check dryer vents, drains, etc.)
- Clean restrooms (toilets, sinks, counters, mop floors, restock paper goods)
- Vacuum community building
- Remove trash/recycling from community building (office, laundry, puzzle room, kitchen, restrooms)
- Check trash rooms for compliance w/state sanitary code, and follow-up as necessary
- Check mechanical rooms.

DAILY

- Pick up mail at post office and distribute in tenant mailboxes and to the SHA office
- Check restrooms, laundry, community areas for safety issues, cleanliness, etc.
- Update WO status in web-based system
- Prioritize WOs as necessary

AS NEEDED

- Snow and ice removal, replenish sand and salt buckets (seasonal)
- Mow lawn, weed whack, trim shrubs/trees (seasonal)
- Removal of leaves (seasonal)
- Install and remove screens/storms on apartments per State Sanitary Code
- Reset light timers, as needed
- Service lawn equipment
- Clean, paint vacant apartments, change fixtures/components, as needed
- Sweep stairwells and sidewalks
- Report Exterior Furnishings Policy violations to the SHA office for follow-up

Approved by the Stockbridge Housing Authority Board of Commissioners on January 3, 2017

STOCKBRIDGE HOUSING AUTHORITY

DEFERRED MAINTENANCE PLAN

Deferred Maintenance is maintenance, upgrades, or repairs that are deferred to a future budget cycle or postponed for some other reason. The purpose of a Deferred Maintenance Plan is to ensure that an identified deficiency is not overlooked when that deficiency cannot be addressed immediately.

Deferred Maintenance should not be confused with Capital Improvement Projects (CIP). Large projects that will fall under our "Formula Funding" are still added to our CIP project list.

Items are added to our "deferred list" when an existing work order needs to be deferred.

Some reasons we defer a deficiency are:

1. Items best completed when a unit is vacant
Anything noticed during an inspection that can and should wait until the unit is vacant would be added to our deferred list and then completed when the unit becomes vacant.
2. Items that cannot be completed because of the season
Examples include landscaping and exterior painting. These would be added to our deferred list and completed when the season permits.
3. Lack of funding
If upon inspection a deficiency is noted, but the operating budget does not have sufficient funds to complete the project at this time, the work order is moved to the Deferred Maintenance Plan. The project would be completed as the operating budget permits.
4. Efficiency – Items can be grouped together by location, task, or trade
Work orders requiring a contractor may be deferred so that they may be scheduled to be completed all at once.
5. Vacancy Crisis
When the housing authority experiences an unusually high vacancy count, low priority work orders will be moved to the deferred list to allow vacancies to be turned over.
6. Organizational and upkeep tasks
Any tasks that occur infrequently enough that they don't fall under the category of routine work order. Painting offices or common areas, etc.

Deferred Maintenance Plan—the deferred list—will include the following information for each item: work order number, date added, item description, site location or unit number, reason deferred, materials needed, target completion date, closed date, other comments, if any.

The deferred list will be reviewed and prioritized monthly.

Approved by the Stockbridge Housing Authority Board of Commissioners on 12/17/18.

Operating Budget

The tables on the following pages show the approved budget and actual income and spending per budget account (row) for the fiscal year ending 09/30/2021. It also shows the approved budget for the current year (2022) if there is one, and the percent change from last year's spending to this year's approved budget. The final column shows the current approved amount for each account divided by the number of housing units and by 12 months to show the amount per unit per month (PUM). The chart does not show a draft budget for the coming fiscal year as that will typically be developed in the final month of the fiscal year.

The budget format and accounts are mandated by the Department of Housing and Community Development (DHCD). For a better understanding of the accounts and discussion of special situations see the notes following the budget tables and the "Definitions of Accounts" at the end of this section.

The LHA maintains a consolidated budget (400-1) for all state-aided 667 (Elderly), 200 (family), and 705 (scattered site family) developments owned by the LHA. It does not maintain separate budgets for each development.

Operating Reserve

The LHA's operating reserve is the amount of funds that an LHA sets aside to sustain itself during lean years, or to remedy urgent health and safety concern or address deferred maintenance items. In addition, while DHCD approves a fixed non-utility operating budget level for every LHA (called the Allowable Non-Utility Expense Level, or ANUEL), LHAs can propose a budget that exceeds that level, with the additional cost to be funded from the Operating Reserve, as long as the reserve will still remain above the minimum threshold set by DHCD.

DHCD defines a full (100%) Operating Reserve (OR) amount to be equal to one-half of the previous year's operating expenses and requires LHAs to maintain a minimum OR of 35% of this amount to cover any unplanned but urgent needs that may arise during the year and that can't be funded by the operating budget. If the reserve is between 20% and 35% of the full level, the LHA must obtain prior written approval from DHCD to spend reserve funds, unless the expense is to resolve a health and safety issue. If the reserve is below the 20% level, the LHA can only spend OR funds on health and safety issues. In both cases, the LHA should address the health and safety issue immediately but must retroactively inform DHCD and obtain its approval.

The Stockbridge Housing Authority operating reserve at the end of fiscal year 2021 was \$90,658.00, which is 51.2% of the full reserve amount defined above.

Consolidated Budget (400-1) for all state-aided 667 (Elderly), 200 (family), and 705 (scattered site family) developments owned by Stockbridge Housing Authority.						
REVENUE						
Account Number	Account Class	2021 Approved Revenue Budget	2021 Actual Amounts Received	2022 Approved Revenue Budget	% Change from 2021 Actual to 2022 Budget	2022 Dollars Budgeted per Unit per Month
3110	Shelter Rent - Tenants	\$218,820.00	\$229,482.00	\$237,600.00	3.5%	\$388.24
3111	Shelter Rent - Tenants - Fraud/Retroactive	\$0.00	\$0.00	\$0.00	0%	\$0.00
3115	Shelter Rent - Federal Section 8	\$0.00	\$0.00	\$0.00	0%	\$0.00
3190	Nondwelling Rentals	\$15,204.00	\$14,263.00	\$15,660.00	9.8%	\$25.59
3400	Administrative Fee - MRVP	\$0.00	\$0.00	\$0.00	0%	\$0.00
3610	Interest on Investments - Unrestricted	\$376.00	\$33.00	\$376.00	1039.4%	\$0.61
3611	Interest on Investments - Restricted	\$0.00	\$0.00	\$0.00	0%	\$0.00
3690	Other Revenue	\$2,520.00	\$4,559.00	\$2,700.00	-40.8%	\$4.41
3691	Other Revenue - Retained	\$5,805.00	\$41,862.00	\$13,500.00	-67.8%	\$22.06
3692	Other Revenue - Operating Reserves	\$0.00	\$0.00	\$0.00	0%	\$0.00
3693	Other Revenue - Energy Net Meter	\$0.00	\$13,895.00	\$12,655.00	-8.9%	\$20.68
3801	Operating Subsidy - DHCD (4001)	\$87,820.00	\$51,466.00	\$60,774.00	18.1%	\$99.30
3802	Operating Subsidy - MRVP Landlords	\$69,640.00	\$0.00	\$0.00	0%	\$0.00
3803	Restricted Grants Received	\$0.00	\$0.00	\$105,954.00	100%	\$173.13
3920	Gain/Loss From Sale/Disp. of Prop.	\$0.00	\$0.00	\$0.00	0%	\$0.00
3000	TOTAL REVENUE	\$400,185.00	\$355,560.00	\$449,219.00	26.3%	\$734.02

Consolidated Budget (400-1) for all state-aided 667 (Elderly), 200 (family), and 705 (scattered site family) developments owned by Stockbridge Housing Authority.						
EXPENSES						
Account Number	Account Class	2021 Approved Expense Budget	2021 Actual Amounts Spent	2022 Approved Expense Budget	% Change from 2021 Actual to 2022 Budget.	2022 Dollars Budgeted per Unit per Month
4110	Administrative Salaries	\$62,761.00	\$38,337.00	\$67,554.00	76.2%	\$110.38
4120	Compensated Absences	\$0.00	\$0.00	\$0.00	0%	\$0.00
4130	Legal	\$3,000.00	\$2,037.00	\$3,000.00	47.3%	\$4.90
4140	Members Compensation	\$0.00	\$0.00	\$0.00	0%	\$0.00
4150	Travel & Related Expenses	\$697.00	\$0.00	\$670.00	100%	\$1.09
4170	Accounting Services	\$5,330.00	\$5,352.00	\$5,479.00	2.4%	\$8.95
4171	Audit Costs	\$3,600.00	\$3,780.00	\$3,780.00	0%	\$6.18
4180	Penalties & Interest	\$0.00	\$0.00	\$0.00	0%	\$0.00
4190	Administrative Other	\$7,738.00	\$9,262.00	\$8,317.00	-10.2%	\$13.59
4191	Tenant Organization	\$24,250.00	\$31,542.00	\$10,250.00	-67.5%	\$16.75
4100	TOTAL ADMINISTRATION	\$107,376.00	\$90,310.00	\$99,050.00	9.7%	\$161.85
4310	Water	\$13,946.00	\$14,200.00	\$14,768.00	4%	\$24.13
4320	Electricity	\$30,744.00	\$29,121.00	\$30,286.00	4%	\$49.49
4330	Gas	\$21,438.00	\$20,636.00	\$22,339.00	8.3%	\$36.50
4340	Fuel	\$0.00	\$0.00	\$0.00	0%	\$0.00
4360	Net Meter Utility Debit/Energy Conservation	\$0.00	\$7,740.00	\$0.00	-100%	\$0.00
4390	Other	\$15,204.00	\$14,664.00	\$15,660.00	6.8%	\$25.59
4391	Solar Operator Costs	\$13,200.00	\$12,654.00	\$12,655.00	0%	\$20.68
4392	Net Meter Utility Credit (Negative Amount)	\$-16,550.00	\$-12,654.00	\$-12,655.00	0%	\$-20.68
4300	TOTAL UTILITIES	\$77,982.00	\$86,361.00	\$83,053.00	-3.8%	\$135.71

Consolidated Budget (400-1) for all state-aided 667 (Elderly), 200 (family), and 705 (scattered site family) developments owned by Stockbridge Housing Authority.						
EXPENSES						
Account Number	Account Class	2021 Approved Expense Budget	2021 Actual Amounts Spent	2022 Approved Expense Budget	% Change from 2021 Actual to 2022 Budget	2022 Dollars Budgeted per Unit per Month
4410	Maintenance Labor	\$55,567.00	\$52,989.00	\$55,927.00	5.5%	\$91.38
4420	Materials & Supplies	\$6,200.00	\$6,875.00	\$6,500.00	-5.5%	\$10.62
4430	Contract Costs	\$12,535.00	\$11,265.00	\$12,759.00	13.3%	\$20.85
4400	TOTAL MAINTENANCE	\$74,302.00	\$71,129.00	\$75,186.00	5.7%	\$122.85
4510	Insurance	\$12,891.00	\$10,943.00	\$13,438.00	22.8%	\$21.96
4520	Payment in Lieu of Taxes	\$0.00	\$0.00	\$0.00	0%	\$0.00
4540	Employee Benefits	\$52,188.00	\$50,333.00	\$53,487.00	6.3%	\$87.40
4541	Employee Benefits - GASB 45	\$0.00	\$0.00	\$0.00	0%	\$0.00
4542	Pension Expense - GASB 68	\$0.00	\$0.00	\$0.00	0%	\$0.00
4570	Collection Loss	\$0.00	\$0.00	\$0.00	0%	\$0.00
4571	Collection Loss - Fraud/Retroactive	\$0.00	\$0.00	\$0.00	0%	\$0.00
4580	Interest Expense	\$0.00	\$0.00	\$0.00	0%	\$0.00
4590	Other General Expense	\$0.00	\$0.00	\$0.00	0%	\$0.00
4500	TOTAL GENERAL EXPENSES	\$65,079.00	\$61,276.00	\$66,925.00	9.2%	\$109.35
4610	Extraordinary Maintenance	\$12,700.00	\$40,908.00	\$15,750.00	-61.5%	\$25.74
4611	Equipment Purchases - Non Capitalized	\$4,674.00	\$4,296.00	\$4,800.00	11.7%	\$7.84
4612	Restricted Reserve Expenditures	\$0.00	\$0.00	\$0.00	0%	\$0.00
4715	Housing Assistance Payments	\$0.00	\$0.00	\$0.00	0%	\$0.00
4801	Depreciation Expense	\$0.00	\$119,508.00	\$0.00	-100%	\$0.00
4600	TOTAL OTHER EXPENSES	\$17,374.00	\$164,712.00	\$20,550.00	-87.5%	\$33.58
4000	TOTAL EXPENSES	\$342,113.00	\$473,788.00	\$344,764.00	-27.2%	\$563.34

Consolidated Budget (400-1) for all state-aided 667 (Elderly), 200 (family), and 705 (scattered site family) developments owned by Stockbridge Housing Authority.						
SUMMARY						
Account Number	Account Class	2021 Approved Budget	2021 Actual Amounts	2022 Approved Budget	% Change from 2021 Actual to 2022 Budget	2022 Dollars Budgeted per Unit per Month
3000	TOTAL REVENUE	\$400,185.00	\$355,560.00	\$449,219.00	26.3%	\$734.02
4000	TOTAL EXPENSES	\$342,113.00	\$473,788.00	\$344,764.00	-27.2%	\$563.34
2700	NET INCOME (DEFICIT)	\$58,072.00	\$-118,228.00	\$104,455.00	-188.4%	\$170.68
7520	Replacements of Equip. - Capitalized	\$0.00	\$0.00	\$0.00	0%	\$0.00
7540	Betterments & Additions - Capitalized	\$69,640.00	\$23,800.00	\$111,954.00	370.4%	\$182.93
7500	TOTAL NONOPERATING EXPENDITURES	\$69,640.00	\$23,800.00	\$111,954.00	370.4%	\$182.93
7600	EXCESS REVENUE OVER EXPENSES	\$-11,568.00	\$-142,028.00	\$-7,499.00	-94.7%	\$-12.25

Explanation of Budget Accounts

The following explains how each of the line items is to be prepared.

3110: Shelter Rent: The shelter rent projection should be based on the current rent roll plus anticipated changes expected from annual rent re-determinations or as a result of regulatory amendments.

3111: Shelter Rent – Tenants - Fraud/Retroactive: This account should be used for the reporting of total rent receipts from residents due to unreported income. These are often called fraud or retroactive balances. In cases where deficit LHAs discover, pursue cases, and have entered into a written fraud/retroactive re-payment agreement **with a present or former tenant who did not report income**, the LHA will be allowed to retain two-thirds of the funds recovered. One third of the total dollar amount recovered should be included in the LHA's quarterly or year-end Operating Statement as Shelter Rent, account #3111, and two-thirds of this total dollar amount should be included in Other Revenue-Retained, account #3691.

3115: Shelter Rent - Section 8: This account applies only to those developments receiving support through the federal government's Housing and Urban Development (HUD) Section 8 New Construction and/or Substantial Rehab Programs.

3190: Non-Dwelling Rental: This account should be credited with the rents, other than tenants rents reported in line 3110 and 3115, including charges for utilities and equipment, billed to lessees of non-dwelling facilities as well as apartments rented for non-dwelling purposes, such as social service programs.

3400: Administrative Fee- MRVP/AHVP: This account should be credited with Administrative Fees to be received for the MRVP/AHVP Program. The MRVP/AHVP administrative fee is \$50.00 per unit per month, as of July 1, 2020.

3610: Interest on Investments – Unrestricted: This account should be credited with interest earned on unrestricted administrative fund investments.

3611: Interest on Investments – Restricted: This account should be credited with interest earned on restricted administrative fund investments. For example, an LHA may receive a grant whose use is restricted to a specific purpose, and the interest income earned on that grant may also be restricted to the same purpose.

3690: Other Operating Revenues: This account should be credited with income from the operation of the project that cannot be otherwise classified. Income credits to this account include, but are not limited to, penalties for delinquent payments, rental of equipment, charges for use of community space, charges to other projects or programs for the use of central office management and maintenance space, commissions and profits from vending machines, including washing machines, and certain charges to residents for additional services, materials, and/or repairs of damage caused by neglect or abuse in accordance with the Department's regulations on lease provisions..

3691: Other Revenue – Retained: This account should be credited with certain miscellaneous revenue to be retained by the LHA, and which is not used to reduce the amount of operating subsidy the LHA is due. The most common examples for this account is receipts for the rental of roof antennas to cell phone providers and net meter credits earned on electricity bills from Net Meter Power Purchase Agreements (PPA's). Generally, surplus LHAs may retain 100% of these savings and deficit LHAs may retain 25% of the savings, with

the 75% balance used to offset its need for operating subsidy. However, for the period 7/1/16 through 6/30/20, all deficit LHAs may keep 100% of the net meter credit savings, while they can keep 50% effective 7/1/2020.

3692: Other Revenue - Operating Reserves: This account should be credited with funds that LHAs plan to utilize from their operating reserve accounts in excess of the Allowable Non-Utility Expense Level (ANUEL). To be approvable, LHA must maintain the DHCD prescribed operating reserve minimum level after deducting the amount budgeted. The only exception to this is when the expenses are for health and safety issues.

3693: Other Revenue – Net Meter: This account should normally be credited with 75% of the total net meter credit savings realized by a deficit LHA, while surplus LHAs with net meter credit savings would enter \$0 here. Savings are calculated as the value of the net meter credits appearing on the LHA’s electric bills (or, in some cases, paid in cash to the LHA by their utility company), minus the cost of the payments made to the solar power developer under their Power Purchase Agreement (PPA). Deficit LHAs normally may retain 25% of the savings. That amount should be included as Other Revenue – Retained on line #3691. However, please note that for the period 7/1/16 through 6/30/20 all LHAs may retain 100% of their total net meter credit savings, and should report those savings as Other Revenue – Retained on line #3691. LHAs can keep 50% of savings effective 7/1/2020.

3801: Operating Subsidy – DHCD (400-1): This account represents all state-funded operating subsidy to be received and or to be earned for the fiscal year. At the end of each fiscal year, this account will be adjusted in the operating statement to equal the actual subsidy earned by the LHA.

3802: Operating Subsidy – MRVP/AHVP Landlords:

The credit balance in this account represents the anticipated total receipts from DHCD during the fiscal year for housing assistance payments to landlords. At the end of each fiscal year this account will be adjusted to equal the actual subsidy earned.

3920: Gain/Loss from Sale or Disposition of Property (Capitalized or Non-Capitalized): The debit or credit balance of this account represents the following items: a) Cash proceeds from the sale of property that was either: 1) non-capitalized; or 2) capitalized and has been fully depreciated, and b) Realized gain or loss from the sale or disposition of capitalized property that has not been fully depreciated.

4110: Administrative Salaries: This account should be charged with the gross salaries of LHA personnel engaged in administrative duties and in the supervision, planning, and direction of maintenance activities and operating services during the operations period. It should include the salaries of the executive director, assistant executive director, accountants, accounting clerks, clerks, secretaries, project managers, management aides, purchasing agents, engineers, draftsmen, maintenance superintendents, and all other employees assigned to administrative duties.

4120: Compensated Absences: The debit balance in this account represents the actual cost incurred during the fiscal year for vacation, paid holidays, vested sick leave and earned compensatory time. This account includes both the direct compensated absences cost and associated employer payroll expenses (employment taxes, pension cost, etc.).

4130: Legal Expense: This account should be charged with retainers and fees paid to attorneys for legal services relating to the operation of the projects.

4140: Compensation to Authority Members: A local authority may compensate its members for performance of their duties and such other services as they may render to the authority in connection with its Chapter 200 development(s). Compensation for any other program is not authorized. Because of this, LHAs must base such compensation only on the actual rent receipts for these developments plus a prorated share of other operating receipts of funds on a per unit basis. The precise amount that members may be compensated is defined by statute to a maximum of \$40 per member per day, and \$50 for the chairperson per day. The total of all compensation to all board members is not to exceed two percent (2%) of actual gross income of Chapter 200 developments in any given year, consistent with the approved budget amount. In no case shall the payment of compensation exceed \$12,500 annually for the chairperson, or \$10,000 for any member other than the chairperson. Please note the statute requires the member to perform housing authority business in order to receive compensation.

4150: Travel and Related Expense: Legitimate travel expenses incurred by board members and staff in the discharge of their duties for any **state-aided program** are reimbursable from this account, as consistent with Department policy.

4170: Contractual Accounting Services: Fees for accounting services that are provided routinely and are contracted for on an annual basis. Only accounting services performed on a contractual basis (fee accountant) should be included in this item. Full or part-time LHA accounting staff that provides routine accounting services should be included in Account 4110, Administrative Salaries.

4171: Audit Costs: This account includes the state program's prorated share of audit fees paid to an Independent Public Accountant (IPA). The procurement of an IPA is necessary to satisfy the Federal Government's audit requirements. Costs for these services should be shared with all state and federal programs of LHA. **Audit costs are to be absorbed within the ANUEL.** The new Agreed Upon procedures (AUP) audit costs for state-assisted public housing programs should also be included in this account.

4180: Penalties and Interest: Any expenses incurred from penalties, fees, and interest paid on delinquent accounts shall be included in this line item.

4190: Administrative Other: This account is provided for recording the cost of administrative items for which no specific amount is prescribed in this 4100 group of accounts. It includes, but is not limited to, the cost of such items as: reports and accounting forms; stationery and other office supplies; postage; telephone services; messenger service; rental of office space; advertising for bids; publications; membership dues; collection agency & court costs, training costs; management fees, and fiscal agent fees.

4191: Tenant Organization: LTO Funding by the LHA. Upon request the LHA shall fund all LTOs in a city or town at the annual rate of \$6.00 per state-aided public housing unit occupied or available for occupancy by residents represented by such LTO(s) or an annual total of \$500.00 prorated among all such LTO(s), whichever is more. For more information on the creation and funding of LTOs see 760 CMR 6.09.

Authorities which operate computer learning centers, which are funded by the state consolidated budget or by other sources (which are typically recorded in line #3691 as "Other Revenue Retained", should budget the cost of the centers on this line.

4310: Water: This account should be charged with the cost of water and sewer charges purchased for all purposes.

4320: Electricity: This account should be charged with the total cost of electricity purchased for all purposes. Many LHAs have entered into Net Meter Credit Power Purchase Agreements (PPA's). In these deals, an LHA executes a contract with a solar power developer who constructs and owns an off-site solar electricity-generating site. In exchange for contracting to purchase a percentage of the solar power produced, the LHA receives a credit on its utility electric bill for each KWH purchased or in some cases receives a direct cash payment from their utility company. Please ensure that the amount charged to this account is the total cost of electricity BEFORE any reductions due to the receipt of net meter credits.

4330: Gas: This account should be charged with the cost of gas (natural, artificial, or liquefied) purchased for all purposes.

4340: Fuel: This account should be charged with the cost of coal, fuel oil, steam purchased, and any other fuels (except electricity and gas) used in connection with Local Housing Authority operation of plants for the heating of space or water supplied to tenants as a part of rent.

4360: Net Meter Utility Debit/Energy Conservation: This account is to be charged with costs incurred for energy conservation measures.

4390: Other Utilities: This account should be charged with the cost of utilities which are not provided for in accounts 4310 through 4360. In addition, for all quarterly or year-end operating statements 9/30/20 or later, and all budgets 6/30/21 or later, please use this line to record the total net meter credits earned as reported in Line 4392, MINUS the Solar Operator Costs reported in Line 4391, with the result expressed as a positive number. For example, if you reported -\$20,000 in Net Meter Utility Credits in Line 4392 and \$15,000 in Solar Operator Costs in Line 4391, you would subtract the \$15,000 reported on Line 4391 from the -\$20,000 reported on Line 4392, and post the remainder of \$5,000 on Line 4360, as a positive number. This number essentially represents the "net" savings the LHA earned from its net meter credit contract.

4391: Solar Operator Costs: Many LHAs have entered into Net Meter Credit Power Purchase Agreements (PPA's). In these deals, an LHA executes a contract with a solar power developer who constructs and owns an off-site solar electricity-generating site. The LHA makes regular (usually monthly) payments to the developer for its contracted share of the solar electricity produced by the site. Those payments should be entered in this account.

4392: Net Meter Utility Credit (Negative Amount): As noted in account #4391 above, many LHAs have executed Net Meter Credit Power Purchase Agreements (PPA's). In exchange for contracting to purchase a percentage of the solar power produced, the LHA receives a credit on its utility electric bill for each KWH purchased from the developer, which reduces the balance on its electric bill, or, in some cases, the credits are paid in cash to the LHA by the utility company. The total gross amount of the net meter credits that appear on the LHA's utility bills should be carried in this account and entered as a negative number. In cases where credits are paid in cash to the Host LHA, the net balance after paying out the amounts due the participating housing authorities, should also be carried in this account and entered as a negative number.

4410: Maintenance Labor: This account should be charged with the gross salaries and wages, or applicable portions thereof, for LHA personnel engaged in the routine maintenance of the project.

4420: Materials & Supplies: This account should be charged with the cost of materials, supplies, and expendable equipment used in connection with the routine maintenance of the project. This includes the operation and maintenance of automotive and other movable equipment, and the cost of materials, supplies, and expendable equipment used in connection with operating services such as janitorial services, elevator services, extermination of rodents and household pests, and rubbish and garbage collection.

4430: Contract Costs: This account should be charged with contract costs (i.e. the cost of services for labor, materials, and supplies furnished by a firm or by persons other than Local Authority employees) incurred in connection with the routine maintenance of the project, including the maintenance of automotive and other movable equipment. This account should also be charged with contract costs incurred in connection with such operating services as janitorial services, fire alarm and elevator service, extermination of rodents and household pests, rubbish and garbage collection, snow removal, landscape services, oil burner maintenance, etc.

4510: Insurance: Includes the total amount of premiums charged all forms of insurance. Fire and extended coverage, crime, and general liability are handled by DHCD on a statewide basis. All other necessary insurance policies include: Workers' Compensation, boiler, vehicle liability and owner, etc.

4520: Payments in Lieu of Taxes:

This account should be charged with all payments in lieu of taxes accruing to a municipality or other local taxing body.

4540: Employee Benefits: This account should be charged with local housing authority contributions to employee benefit plans such as pension, retirement, and health and welfare plans. It should also be charged with administrative expenses paid to the State or other public agencies in connection with a retirement plan, if such payment is required by State Law, and with Trustee's fees paid in connection with a private retirement plan, if such payment is required under the retirement plan contract.

Employee benefits are based upon a given percentage of the total payroll; therefore, the total amount approved in this account will be based on the approved budgeted salaries representing the state's fair share.

4541: Employee Benefits - GASB 45: This line covers "Other Post-Employment Benefits" (OPEB). Of the total benefits offered by employers to attract and retain qualified employees, some benefits, including salaries and active-employee healthcare are taken while the employees are in active service, whereas other benefits, including post-employment healthcare and other OPEB are taken after the employees' services have ended. Nevertheless, both types of benefits constitute compensation for employee services. In accordance with required accounting practices, this amount is not projected in the budget (and is therefore blank) but the estimated future costs of this item is carried in the operating statement.

4542: Pension Expense – GASB 68: The primary objective of GASB 68 Statement is to improve accounting and financial reporting for pension costs. It also improves information provided by state and local governmental employers about financial support for pensions that is provided by other entities. As with account 4541 above, in accordance with required accounting practices, this amount is not projected in the budget (and is therefore blank) but the estimated future costs of this item is carried in the operating statement.

4570: Collection Loss: The balance in this account represents the estimated expense to cover unexpected losses for tenant rents. Note: Do not include losses from fraud/retroactive balances here. Report them in Account 4571 – Collection Loss – Fraud/Retroactive.

4571: Collection Loss – Fraud/Retroactive: The balance in this account represents the estimated expense to cover unexpected losses for tenant rents due to unreported income, i.e. fraud/retroactive balances.

4580: Interest Expense: The debit balance in this account represents the interest expense paid and accrued on loans and notes payable. This debt can be from operating borrowings or capital borrowings.

4590: Other General Expense: This account represents the cost of all items of general expenses for which no specific account is prescribed in the general group of accounts.

4610: Extraordinary Maintenance – Non-Capitalized: This account should be debited with all *costs* (labor, materials and supplies, expendable equipment (such as many tools or routine repair parts), and contract work) of repairs, replacements (but not replacements of non-expendable equipment), and rehabilitation of such a substantial nature that the work is clearly not a part of the routine maintenance and operating program. The items charged to this account should not increase the useful life or value of the asset being repaired. These items are not capitalized and are not added as an increase to fixed assets at the time of completion. Nor are these items depreciated. An example of this would be scheduled repainting of apartments.

4611: Equipment Purchases – Non-Capitalized: This account should be debited with the costs of equipment that does not meet the LHA's criteria for capitalization. Because these items are being expended when paid, they should not be categorized as a fixed asset and therefore will not be depreciated. These items include stoves, refrigerators, small tools, most computers and software, etc.

The budget is a planning tool and as our portfolio ages it is essential that LHAs evaluate their properties annually and plan for extraordinary maintenance. To that end DHCD very strongly recommends that for all 400-1 operating budgets, depending on the age of the portfolio and condition, LHAs spend between \$100 and \$500 a year per unit in Extraordinary Maintenance, Equipment Purchases, Replacement of Equipment, and Betterments & Additions to ensure that the aging public housing stock is preserved.

4715: Housing Assistance Payments: This account should be debited with all housing assistance payments paid to landlords for the MRVP program on a monthly basis.

4801: Depreciation Expense: This account should be debited with annual fixed asset depreciation expenses as determined by the LHA's capitalization policy.

7520: Replacement of Equipment – Capitalized: This account should be debited with the acquisition cost (only the net cash amount) of non-expendable equipment purchased as a replacement of equipment of substantially the same kind. These items, such as vehicles, computers, or furniture, meet the LHA's criteria for capitalization and will also be added to fixed assets and therefore depreciated over the useful life.

7540: Betterments & Additions – Capitalized: This account should be debited with the acquisition cost (only the net cash amount) of non-expendable equipment and major non-routine repairs that are classified as a betterment or addition. These items meet the LHA's criteria for capitalization and will also be added to fixed

assets and therefore depreciated over the useful life of the asset. Examples are: major roof replacement, structural repairs such as siding, or major paving work.

In accordance with GAAP accounting, inventory purchases (Replacement of Equipment and Betterments & Additions) are distinguished between capitalized and non-capitalized items. Any inventory or equipment purchase greater than \$5,000 is required by DHCD to be capitalized, inventoried and depreciated. Any inventory or equipment purchase costing \$1,000 to \$4,999 should be inventoried by LHA staff for control purposes only but is not subject to capitalization or depreciation, it is, however, required to be expensed when the items are paid for. An LHA's inventory listing should include both capitalized and non-capitalized items of \$1,000 and more, as well as all refrigerators and stoves of any value. All items that appear on the inventory listing should be tagged with a unique identification number, and all refrigerators and stoves (regardless of value) should be tagged. LHAs may adopt a capitalization policy that capitalizes inventory purchases at a lesser amount than the \$5,000 requirement (i.e. \$1,000 - \$4,999); however, no capitalization policy can have an amount higher than \$5,000. Any inventory or equipment purchases costing \$0 to \$999 are to be expensed when paid for.

Narrative Responses to the Performance Management Review (PMR) Findings

PMRs are conducted for most LHAs on a biennial basis. This year there is no PMR record for this Housing Authority.

Explanation of PMR Criteria Ratings

CRITERION	DESCRIPTION
Management	
Occupancy Rate	<p>The rating is calculated using the following formula: (Total Number of Occupied units on Monthly Report divided by (Total Number of Units Minus Units that Received a Waiver Minus Number of Units Vacant less than 30 days on Monthly Report)</p> <ul style="list-style-type: none"> • “No Findings” : Occupancy Rate is at or above 98% • Operational Guidance: Occupancy rate is at 95% up to 97.9% • Corrective Action: Adjusted occupancy rate is less than 95%
Tenant Accounts Receivable (TAR)	<p>This criterion calculates the percentage of uncollected rent and related charges owed by starting with the amount reported by the LHA, as uncollected balances for the TAR (Account 1122 from the Balance Sheet) minus Normal Repayment Agreements* divided by Shelter (Tenant) Rent (account 3110 from the Operating Statement)</p> <ul style="list-style-type: none"> • “No Findings” : At or below 2% • “Operational Guidance” : More than 2% , but less than 5% • “Corrective Action” : 5% or more
Certifications and Reporting Submissions	<p>Housing authorities are required to submit 4 quarterly vacancy certifications by end of the month following quarter end; 4 quarterly operating statements and 4 Tenant Accounts Receivable (TAR) reports within 60 days of quarter end.</p> <ul style="list-style-type: none"> • “No Findings” : At least 11 of the required 12 reports were submitted and at least 9 were submitted on time. • “Operational Guidance” : Less than 11 of the required 12 reports were submitted and/or less than 9 were submitted on time.
Board Member Training	<p>Percentage of board members that have completed the mandatory online board member training.</p> <ul style="list-style-type: none"> • “No Findings” : 80% or more completed training • “Operational Guidance” : 60-79.9% completed training • “Corrective Action” : <60 % completed training
Annual Plan (AP) Submitted	<p>Housing authorities are required to submit an annual plan every year.</p> <ul style="list-style-type: none"> • “No Findings” =Submitted on time • “Operational Guidance” =Up to 45 days late • “Corrective Action” =More than 45 days late

CRITERION	DESCRIPTION
Financial	
Adjusted Net Income	<p>The Adjusted Net Income criterion calculation starts with an LHA's Net Income and subtracts Depreciation, GASB 45 (Retirement Costs), GASB 68 (Retirement Costs), Extraordinary Maintenance (maintenance expense outside of routine/ordinary expenses), and Equipment Purchases – Non Capitalized. This Adjusted Net Income amount is then divided by the Total Expenses of the LHA. If this Adjusted Net Income amount is positive, it means underspending and if it is negative it means overspending.</p> <p>Underspending Rating:</p> <ul style="list-style-type: none"> • “No Findings” : 0 to 9.9% • “Operational Guidance”: 10 to 14.9% • “Corrective Action”: 15% or higher <p>Overspending Rating:</p> <ul style="list-style-type: none"> • “No Findings” : 0 to -4.9% • “Operational Guidance”: -5% to -9.9% • “Corrective Action”: -10% or below
Operating Reserves	<p>Current Operating Reserve as a percentage of total maximum reserve level. Appropriate reserve level is buffer against any unforeseen events or expenditures.</p> <ul style="list-style-type: none"> • “No Findings” :35%+ of maximum operating reserve • “Operational Guidance”: 20% to 34.9% of maximum operating reserve • “Corrective Action”: <20% of maximum operating reserve
Capital Planning	
Capital Spending	<p>Under the Formula Funding Program (FF), authorities receive undesignated funds to spend on projects in their Capital Improvement Plan. They are rated on the percentage of available funds they have spent over a three-year period</p> <ul style="list-style-type: none"> • “No Findings” = at least 80% • “Operational Guidance” = At least 50% • “Corrective Action” = Less than 50%

CRITERION	DESCRIPTION
Health & Safety	
Health & safety violations	DHCD has observed conditions at the LHA's developments and reported health and safety violations. The LHA has certified the number of corrected violations in each category.
Facility Management - Inspections	
Unit Inspections Conducted	<p>Housing authorities are required to conduct inspections of all their occupied units at least once a year</p> <ul style="list-style-type: none"> • "No Findings": 100 % of sampled units had inspections conducted once during the year • "Corrective Action": Fewer than 100% of sample units were inspected during the year
Inspections Report	<p>Housing authorities are required to note all of the deficiencies found during inspections</p> <ul style="list-style-type: none"> • "No Findings": 100 % of deficiencies are noted on inspection report • "Corrective Action": Fewer than 100% of deficiencies are noted in inspection report
Inspection Work Order	<p>Housing authorities are required to generate work orders for all deficiencies noted during inspections</p> <ul style="list-style-type: none"> • "No Findings": 100 % of deficiencies noted on inspection reports generated work orders • "Corrective Action": Fewer than 100% of deficiencies noted on inspection reports generated work orders
Work Order System	<p>Work order system identifies, tracks, and can produce reports for inspection work orders.</p> <ul style="list-style-type: none"> • "No Findings": Inspection work orders are identified, tracked, and reportable • "Operational Guidance": Inspection work orders are not identified, and/or tracked, and/or reportable
Inspections Work Orders Completed	<p>Inspection work orders were completed within 30 calendar days from the date of inspection, OR if cannot be completed within 30 calendar days, are added to the Deferred Maintenance Plan or included in the Capital Improvement Plan in the case of qualifying capital repairs (unless health/safety issue).</p> <ul style="list-style-type: none"> • "No Findings": Sampled inspection work orders were completed within 30 days of inspection date or added to deferred maintenance plan and/or CIP • "Operational Guidance": Sampled inspection work orders were completed within 31 to 45 calendar days of inspection date and not added to deferred maintenance plan or CIP • "Corrective Action": Sampled inspection work orders were completed in over 45 calendar days of inspection date

CRITERION	DESCRIPTION
Facility Management – Work Order System	
Emergency Work Orders Properly Defined	<p>Emergency work orders should be defined per <u>Property Management Guide</u>, identified, tracked, reportable.</p> <ul style="list-style-type: none"> • “No Findings”: Emergency work orders defined per <u>Property Management Guide</u>, identified, tracked, reportable • “Operational Guidance”: Emergency work orders are not defined per <u>Property Management Guide</u>, and/or identified, and/or tracked, and/or reportable
Emergency Work Orders Initiation	<p>Emergency work orders should be initiated within 24 to 48 hours.</p> <ul style="list-style-type: none"> • “No Findings”: Emergency work orders initiated within 24-48 hours • “Corrective Action”: Emergency work orders not initiated within 24-48 hours
Vacancy Work Orders	<p>Vacancy work orders should be identified, tracked and reportable.</p> <ul style="list-style-type: none"> • “No Findings”: Vacancy work orders identified, tracked AND reportable • “Corrective Action”: Vacancy work orders are not identified, and/or tracked, and/or reportable
Vacancy Work Orders Completed	<p>Vacancy work orders should be completed within 30 calendar days or if not completed within that timeframe, LHA has a waiver.</p> <ul style="list-style-type: none"> • “No Findings”: Vacancy work orders are completed within 30 calendar days or if not completed within timeframe, LHA has a waiver • “Operational Guidance”: Vacancy work orders completed within 31-60 calendar days • “Corrective Action”: Vacancy work orders completed 61+ calendar days
Preventive Maintenance Program	<p>Housing authorities are required to maintain a comprehensive preventive maintenance program in which preventive work orders are identified, tracked, and reportable.</p> <ul style="list-style-type: none"> • “No Findings”: A comprehensive preventive maintenance program exists and work orders are identified, tracked and reportable • “Corrective Action”: A comprehensive preventive maintenance program does not exist OR work orders are not identified and/or tracked and/or reportable
Routine Work Orders	<p>Routine work orders should be identified, tracked, reportable and completed regularly.</p> <ul style="list-style-type: none"> • “No Findings”: Routine work orders identified, tracked, reportable and completed regularly • “Operational Guidance”: Routine work orders are not identified, and/or tracked and/or reportable, and/or completed regularly

CRITERION	DESCRIPTION
Requested Work Orders	<p>Requested work orders should be identified, tracked and reportable.</p> <ul style="list-style-type: none"> • “No Findings”: Requested work orders identified, tracked, reportable and completed regularly • “Operational Guidance”: Requested work orders are not identified and/or tracked and/or reportable, and or completed regularly
Requested Work Orders Completion	<p>Requested work orders should be completed in 14 calendar days from the date of tenant request or if not completed within that timeframe (and not a health or safety issue), the task should be added and completed in a timely manner as a part of the Deferred Maintenance Plan and/or CIP.</p> <ul style="list-style-type: none"> • “No Findings”: Requested work orders are completed within 14 calendar days of tenant request OR added to deferred maintenance plan and/or CIP • “Operational Guidance”: Requested work orders are completed within 15-30 calendar days from the date of tenant request • “Corrective Action”: Requested work orders are completed in over 30 calendar days from the date of tenant request OR not completed
Emergency Response System	<p>Housing authorities should have a 24 Hour Emergency Response System and distribute Emergency Definition to Residents, Staff, and Answering Service (if applicable).</p> <ul style="list-style-type: none"> • “No Findings”: A 24-hour system for responding to emergencies exists AND definitions of emergencies have been distributed to staff, residents and answering service, if applicable • “Operational Guidance”: System exists, but no definition has been distributed • “Corrective Action”: Neither a system nor distributed definitions exist

Policies

The following policies are currently in force at the Stockbridge Housing Authority:

Policy	Last Ratified by Board Vote	Notes
*Rent Collection Policy	12/01/2015	
*Personnel Policy	07/01/2014	
*Capitalization Policy	04/05/2022	
*Procurement Policy	12/01/2015	
*Grievance Policy	12/12/2000	
Investment Policy	08/20/2019	
Criminal Offender Records Information (CORI) Policy	12/11/2012	
Other – Define in the ‘Notes’ column	08/02/2011	Emergency Plan
Other – Define in the ‘Notes’ column	03/07/2006	Emergency Case Plan
Equal Employment Opportunity Policy and Affirmative Action Plan	01/11/2022	AND Fair Housing
Language Access Plan	04/16/2020	
Reasonable Accommodations Policy	01/11/2022	

* Starred policies are required by DHCD. Policies without a “Latest Revision” date are not yet in force.

The list of policies has been provided by the LHA and has not been verified by DHCD.

Waivers

AP-2023-Stockbridge HA-00610 has no current waivers from the regulations of the Department of Housing and Community Development (DHCD).

Glossary

ADA: Americans with Disabilities Act. Often used as shorthand for accessibility related issues or improvements.

AHVP: Alternative Housing Voucher Program

Alternative Housing Voucher Program provides rental vouchers to disabled applicants who are not elderly and who have been determined eligible for Chapter 667 (elderly and disabled) housing.

Allowable Non-Utility Expense Level (ANUEL) is the amount of non-utility expense allowed for each local housing authority based upon the type(s) of housing programs administered.

ANUEL: Allowable Non-Utility Expense Level

AP: Annual Plan

Annual Plan: A document prepared by each Local Housing Authority, incorporating the Capital Improvement Plan (CIP), Maintenance and Repair Plan, Budget, responses to the Performance Management Review, and other elements.

Cap Share is the amount of Formula Funding spending approved by DHCD for each year.

Capital Funds: Funds provided by DHCD to an LHA for the modernization and preservation of state-aided public housing, including Formula Funds and Special Capital Funds.

Capital Needs Assessment, similar to the CIP, often used for developments in the Section 8 New Construction/Substantial Rehabilitation program. Such developments are generally not eligible for state capital funds and therefore do not participate in the CIP process. However, to track their ongoing capital needs and plan for construction projects to address those needs, they often conduct a CNA to determine when building systems will wear out and need to be replaced, and what replacement will cost, so they can plan to ensure that the necessary funding will be available

Capital Projects are projects that add significant value to an asset or replace building systems or components. Project cost must be greater than \$1000.

CIMS is a web-based software system used for creating CIP's and Annual Plans. For the CIP, the CIMS program allows the LHA to prioritize, select and schedule projects, assign funding sources and direct project spending to specific fiscal years to create a CIP that is consistent with the LHA's FF award amount and FF cap shares, plus any additional funding resources the LHA has identified. The LHA submits its CIP and DHCD conducts its review of the LHA's CIP in CIMS. For the Annual Plan CIMS imports data from other DHCD systems and combines that with data entered by the LHA.

CIP: A Capital Improvement Plan (CIP) is a five (5) year plan which identifies capital projects, provides a planning scope, schedule and budget for each capital project and identifies options for financing and implementing the plan. The contents of a CIP are limited to available resources. An approved CIP is required in order to receive Formula Funds.

CNA: Capital Needs Assessment

CPS is DHCD's transparent Web-based capital planning system that catalogues the condition of every building and site in the statewide public housing portfolio, providing LHAs with detailed technical information to make strategic long-term capital investments. It includes a Facility Condition Index (FCI) for every development that compares the value of expired components of a development relative to its replacement cost.

Deferred Maintenance is maintenance, upgrades, or repairs that are deferred to a future budget cycle or postponed for some other reason. Sometimes it is referred to as extraordinary maintenance.

Deficit housing authority: a housing authority whose income (mainly from rent) does not cover all its normal operating costs in its approved operating budget, and which therefore operates at a deficit and requires operating subsidy from DHCD.

DHCD: Massachusetts Department of Housing & Community Development

Extraordinary Maintenance: see the description for budget line 4610 in the Explanation of Budget Accounts in the Budget Section of this Annual Plan.

FF: Formula Funding

Formula Funding is state bond funding allocated to each LHA according to the condition (needs) of its portfolio in comparison to the entire state-aided public housing portfolio.

FYE: Fiscal Year End

HHA Administrative Fee is the fee paid to an HHA from the RCAT Program budget.

HHA: Host Housing Authority for the RCAT program.

Host Housing Authority (HHA). An LHA selected by the Department to employ and oversee an RCAT.

HUD: U.S. Department of Housing and Urban Development

LHA: Local Housing Authority

LTO: Local Tenants Organization

Management and Occupancy Report: This is an annual HUD review process that is used to evaluate the performance of developments in various HUD housing programs, including the Section 8 New Construction/Substantial Rehabilitation program, which some LHAs operate. It is similar to the state PMR process in that it evaluates LHA performance on variety of financial, housing quality, and other standards

Massachusetts Rental Voucher Program (MRVP) is a state-funded program that provides rental subsidies to low-income families and individuals.

MOR: Management and Occupancy Report

MRVP: Massachusetts Rental V DHCD's annual review of each housing authority's performance. It pulls together data on the authority's occupancy rates, tenant accounts receivables, accounts payable, budget variance, operating reserve, capital improvement plan submission, capital spending, annual inspections and work order and maintenance systems to identify and address areas of strength and areas for development. Its goal is to allow DHCD and the LHA to

take a deep dive into the data, lift up best practices, and work together towards improving operations oucher Program.

Performance Management Review (PMR):

PMR: Performance Management Review

RCAT: Regional Capital Assistance Team

Regional Capital Assistance Team: One of three organizations employed at HHAs designated by the Department to carry out the RCAT Program.

Sec.8 NC/SR (or S8NCSR): Section 8 New Construction and Substantial Rehabilitation

Section 8 New Construction and Substantial Rehabilitation (Sec.8 NC/SR): This term refers to a federal HUD housing program operated at a small number of state public housing developments whose construction was funded by state grants, but whose ongoing operating costs are supported by project-based subsidies from HUD's federal Section 8 program, rather than from state public housing operating funds..

Special Awards: In addition to allocations to each LHA, DHCD has created limited set aside funds to provide for extreme emergency or code compliance needs which are beyond the capacity of an LHA's current FF balance.

Surplus housing authority: a housing authority whose income (mainly from rent) covers all its normal operating costs in its approved operating budget, and which therefore operates at a surplus and does not require operating subsidy from DHCD.

Attachments

The following items have been uploaded as attachments to this Annual Plan.

Due to the COVID-19 emergency, on-site Performance Management Review (PMR) assessments by the Facilities Management Specialists were cancelled for the December fiscal year end housing authorities. Therefore, the Facility Management categories have been omitted from the PMR document.

- Board Extracts
- Cover sheet for tenant satisfaction surveys
- Tenant Satisfaction Survey 667 Program
- EE.AA and Fair Housing Plan Policy
- Language Access Plan
- Reasonable Accommodation Policy
- All Other Policies

STOCKBRIDGE HOUSING AUTHORITY

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EMAIL: STOCKBRIDGEHA@GMAIL.COM

EXTRACTS FROM THE MINUTES OF THE STOCKBRIDGE HOUSING AUTHORITY'S BOARD OF COMMISSIONERES MEETING HELD ON JUNE 7, 2022.

The members of the Stockbridge Housing Authority met in a special meeting session at 5 Pine St. in the Town of Stockbridge, Massachusetts, at 9:00 AM on June 7, 2022, the meeting was called to order by the Chairman, and upon roll call, those present and absent were as follows:

PRESENT: Bernard Edmonds, Vice Chairman
Christina McCarthy, State Appointee
D. Anne Rabinowitz, Treasurer
Michael Q. Vogt, Tenant Member

ABSENT: James Welch, Chairman

7. New Business

A. State Annual Plan. Presented to board for approval and submittal to DHCD. Both Barney Edmonds, Vice Chairman and Andrea Lindsay, Executive Director spoke briefly about the report which is comprised of uploaded pieces of our budget, audits and work plans. No changes or recommendations have been made. Vote to accept and submit the report to DHCD. **C. McCarthy, makes the motion to accept the report. It is seconded by M.Q. Vogt, Treasurer. All are in favor 4-0.**

Signed: _____

Andrea K. Lindsay

Dated _____

6-7-2022



STOCKBRIDGE HOUSING AUTHORITY

PO Box 419, 5 PINE STREET
STOCKBRIDGE MA 01262

PH: 413-298-3222 FAX: 413-298-3844
EMAIL: STOCKBRIDGEHA@GMAIL.COM

CERTIFICATE

I, the undersigned, the duly appointed, qualified and acting Secretary of Stockbridge Housing Authority, do hereby certify:

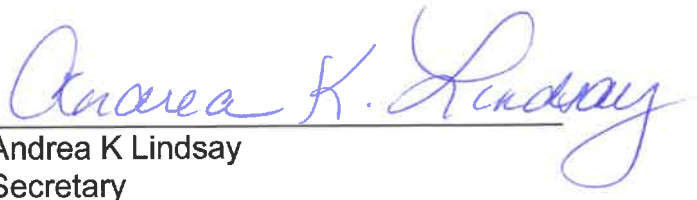
THAT the attached extract from the minutes of Board meeting of the members of said Authority held on June 7, 2022 is a true and correct copy of the original minutes as they relate to the matters set forth in said attached extract.

THAT the copy of the Resolution appearing in said attached extracts and of the form of the acceptance of the Annual Report for our State-Aided program as presented is a true and correct copy of the Resolution adopted and approved at said meeting. On file and of record that the report is identical with the form presented at said meeting and which is attached hereto

THAT on the date of this meeting each member present and voting was a resident of the Town of Stockbridge.

THAT notice of such meeting was duly filed forty-eight hours prior thereto, excluding Saturdays, Sundays, and legal holidays, with the Town Clerk of the Town of Stockbridge in accordance with the requirement of MGL c 30A sec 18-25, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Authority this 7th day of June 2022.


Andrea K Lindsay
Secretary



Resident Surveys – Background

Since 2016 DHCD has been working with the Center for Survey Research (CSR) at the University of Massachusetts Boston to survey residents in the state public housing units it oversees. The surveys are confidential, mailed directly to residents, and returned to CSR by mail (or, starting in 2019, completed on-line). CSR surveys residents of elderly/disabled units (also known as Chapter 667) and family units (also known as Chapter 200 and Chapter 705).

During each round all units are mailed surveys, with one exception: in the case of the twelve housing authorities with more than 225 c.200 family units, a randomly selected group of 225 units was surveyed at each housing authority. This group was determined to be large enough to generate statistically useful results. In both rounds, responses from c.200 and c.705 residents are always combined.

Round One Surveys (2016 – 2018)

In Round One of the surveys, CSR surveyed residents of elderly/disabled units (c.667) in three groups in the Fall of 2016, 2017 and 2018. CSR surveyed residents of family units (c.705 and c.200) in the Spring of 2016. (Note: there are many more c.667 units, so they were broken down into three groups).

Notes on Round One Surveys

1. In previous publications of this survey data, if there were at least twenty responses from residents of an authority's c.667 units or from their c.200/705 units, then there is a separate report for that program.
2. We originally combined data from c.667 and c.200/705 units for some LHAs with limited family data. However, to be consistent with the new Round Two methodology described below, we recalculated the Round One data using the new methodology. Since we no longer combine results from the different programs several LHAs no longer have a report for their c.200/705 units given the small data set for those units.

Round Two Surveys (2019 – 2022)

Round Two of the surveys began in 2019. CSR surveyed about one-third of the elderly/disabled units in Fall 2019 and in Fall 2021 and all of the family units in Fall 2020. We expect the remaining elderly/disabled units to be surveyed in Fall 2022.

Notes on Round Two Surveys

1. We refined our reporting methodology and will issue survey results for any program (c.667 or c.200/705) meeting these requirements:
 - 8-19 completed surveys received, if the response rate is at least 40%
 - 20-29 completed surveys received, if the response rate is at least 20%
 - 30+ completed surveys received, if the response rate is at least 15%
2. Responses from the family units will not be combined with responses from elderly/disabled units as they originally were in Round One. Since the variance between the results of the elderly/disabled and family programs was sometimes significant, we determined that combining the two yielded less accurate results.

STOCKBRIDGE HOUSING AUTHORITY

Chapter 667 Housing Summary 2016 - 2018

DHCD is working with the Center for Survey Research at the University of Massachusetts Boston to survey residents in the housing units it oversees.

Fall 2016:

- Surveys were sent to 9624 housing units (Chapter 667). 5511 surveys were filled out and returned.

Fall 2017:

- Surveys were sent to 6024 housing units (Chapter 667). 3391 surveys were filled out and returned.

Fall 2018:

- Surveys were sent to 13,304 housing units (Chapter 667). 6717 surveys were filled out and returned.
- In the **Stockbridge Housing Authority**, surveys were sent to a total of **51** housing units (Chapter 667); **27** surveys were completed.

This report provides some information about how the residents from the **Stockbridge Housing Authority** who answered the survey responded. It compares their answers to those from residents in the entire state and to those from small LHAs in Western Massachusetts. These small LHAs in Western Massachusetts include: Adams, Amherst, Athol, Barre, Belchertown, Berkshire County Regional, Brimfield, Dalton, East Longmeadow, Easthampton, Granby, Great Barrington, Hadley, Hampshire County Regional, Hatfield, Holyoke, Lee, Lenox, Ludlow, Monson, Montague, Orange, Palmer, Shelburne, South Hadley, Southwick, Stockbridge, Ware, Warren, Wilbraham, and Williamstown.

Communication

Residents in Ch. 667 housing were asked about how they interacted with the Stockbridge Housing Authority in the last 12 months. The table below shows what percentage of residents said they did each of the following:

	Stockbridge Housing Authority	Small LHAs in Western MA*	Entire State
Contacted management about a problem or concern.....	81%	77%	78%
Felt they were usually or always treated with courtesy and respect when they contacted management.....	86%	87%	87%
Saw the Capital Improvement Plan.....	67%	31%	30%
Saw the Operating Budget.....	44%	17%	17%
Knew the Executive Director held a meeting with residents.....	74%	60%	53%

* Small LHAs in Western Massachusetts include: Adams, Amherst, Athol, Barre, Belchertown, Berkshire County Regional, Brimfield, Dalton, East Longmeadow, Easthampton, Granby, Great Barrington, Hadley, Hampshire County Regional, Hatfield, Holyoke, Lee, Lenox, Ludlow, Monson, Montague, Orange, Palmer, Shelburne, South Hadley, Southwick, Stockbridge, Ware, Warren, Wilbraham, and Williamstown.

Services and Programs

41% of the Stockbridge Housing Authority residents in Ch. 667 who responded to the survey said they would be interested in services and programs. Here are the services and programs residents said they would be most interested in participating in:

	Stockbridge Housing Authority	Small LHAs in Western MA	Entire State
Job training programs.....	4%	4%	6%
Money management programs (<i>budgeting, taxes, income building</i>).....	0%	11%	10%
Children’s programs (<i>tutoring, childcare, afterschool programs</i>).....	4%	2%	2%
Health and Medical Services (<i>visiting nurse, meal programs</i>).....	22%	36%	35%
Adult Education (<i>GED, ESL, educational counseling</i>)	11%	7%	10%

Maintenance and Repair

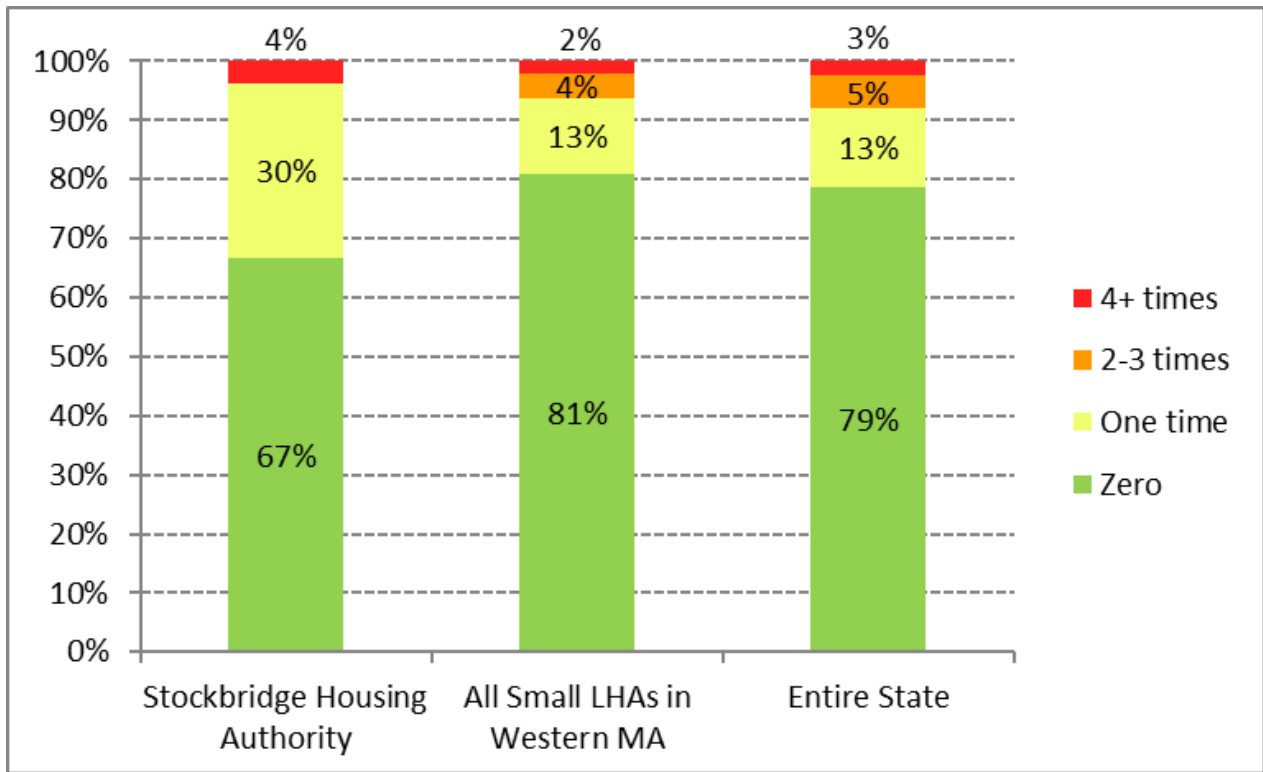
Who had problems? One third of respondents had a problem with their heating and about half had a plumbing problem in the last 12 months.

	Stockbridge Housing Authority	Small LHAs in Western MA	Entire State
Had a heating problem.....	33%	18%	21%
Had a problem with water or plumbing.....	52%	46%	49%

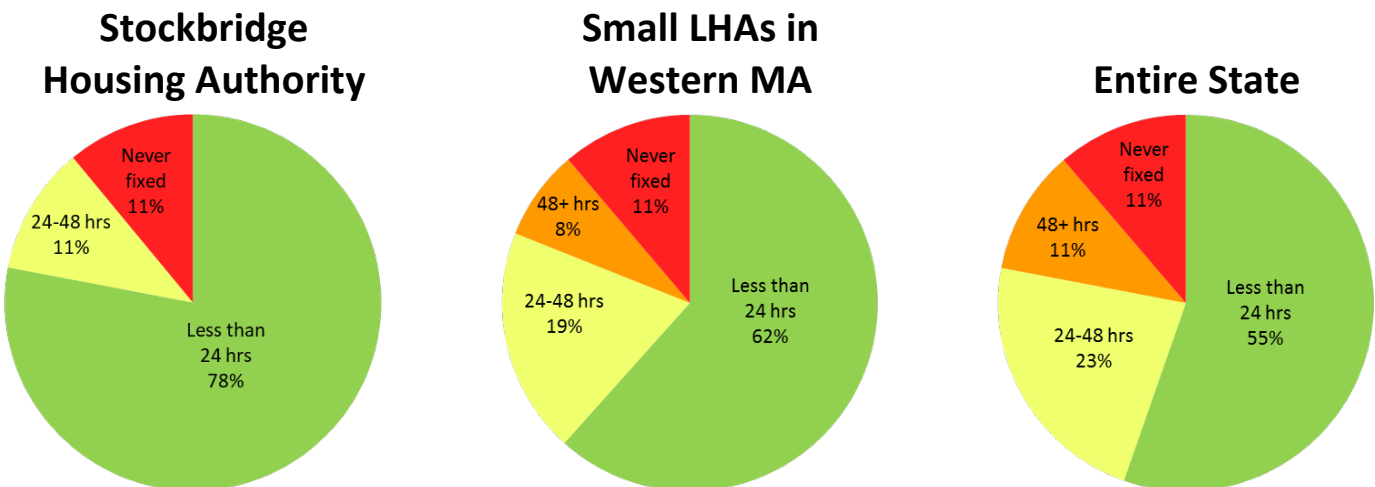
- Heating Problems

How many times did residents have heating problems?

The chart below shows how many times respondents had heat problems in the last 12 months. The green part of the bars shows what percentage of residents did not have the problem at all. The yellow shows who had the problem one time. The orange shows those who had the problem 2-3 times. And the red shows those who had the problem 4 or more times in the last 12 months.



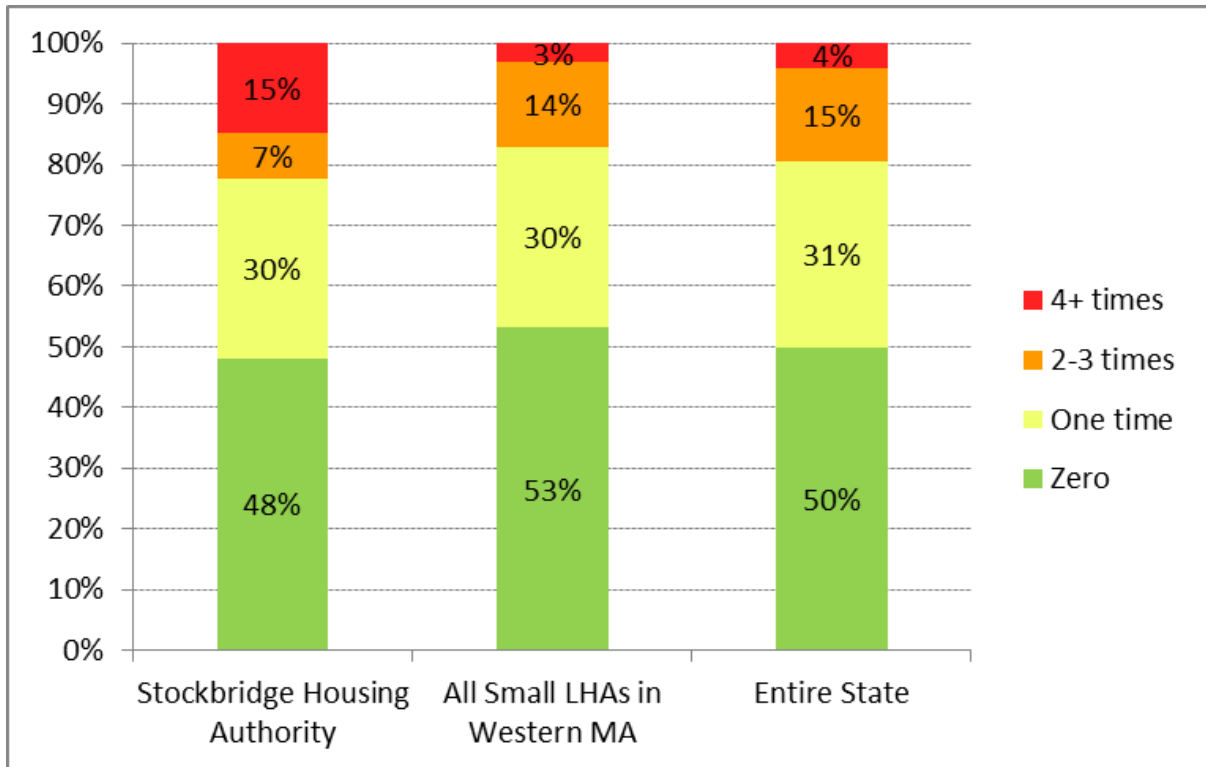
How long did it take to fix the heating problems? For those respondents who had problems, we asked how long it usually took for the problems to be fixed – less than 24 hours, 24 - 48 hours, more than 48 hours, or never fixed.



- **Water or Plumbing Problems**

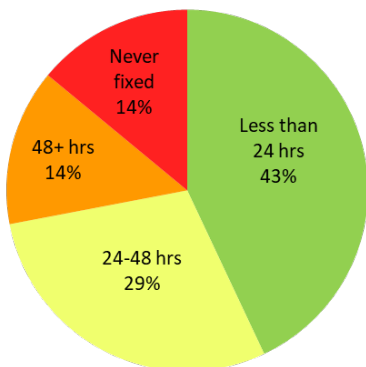
How many times did residents have problems with their water or plumbing?

The chart below shows how many times respondents had water or plumbing problems in the last 12 months. The green part of the bars shows what percentage of residents did not have the problem at all. The yellow shows who had the problem one time. The orange shows those who had the problem 2-3 times. And the red shows those who had the problem 4 or more times in the last 12 months.

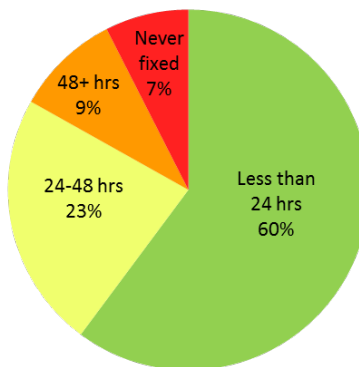


How long did it take to fix the water or plumbing problems? For those respondents who had problems, we asked how long it usually took for the problems to be fixed – less than 24 hours, 24 - 48 hours, more than 48 hours, or never fixed.

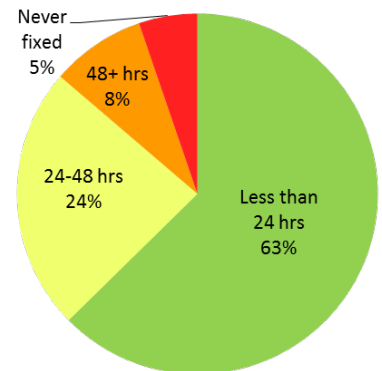
Stockbridge Housing Authority



Small LHAs in Western MA

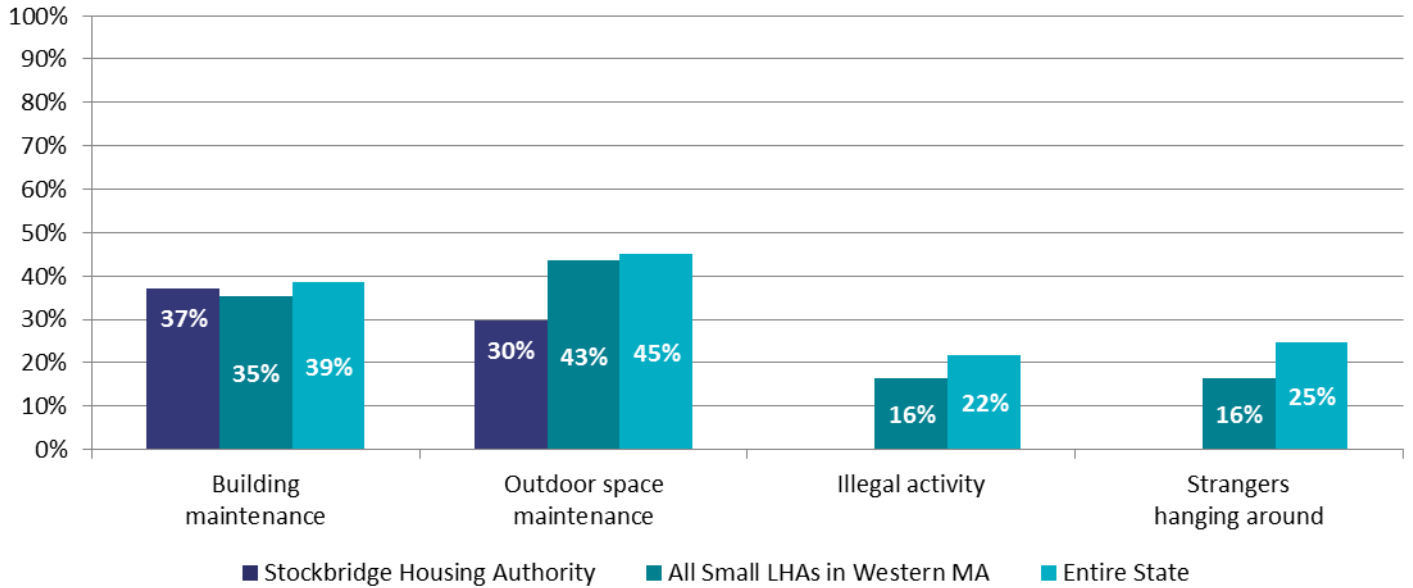


Entire State



- What other problems did respondents have?** Respondents were asked how often they had problems with: building maintenance (*such as clean halls and stairways and having lights and elevators that work*), outdoor space maintenance (*such as litter removal and clear walk ways*), illegal activity in the development, and strangers hanging around who should not be there. The chart below shows what percentage of respondents said that they “always” or “sometimes” had this problem in the last 12 months.

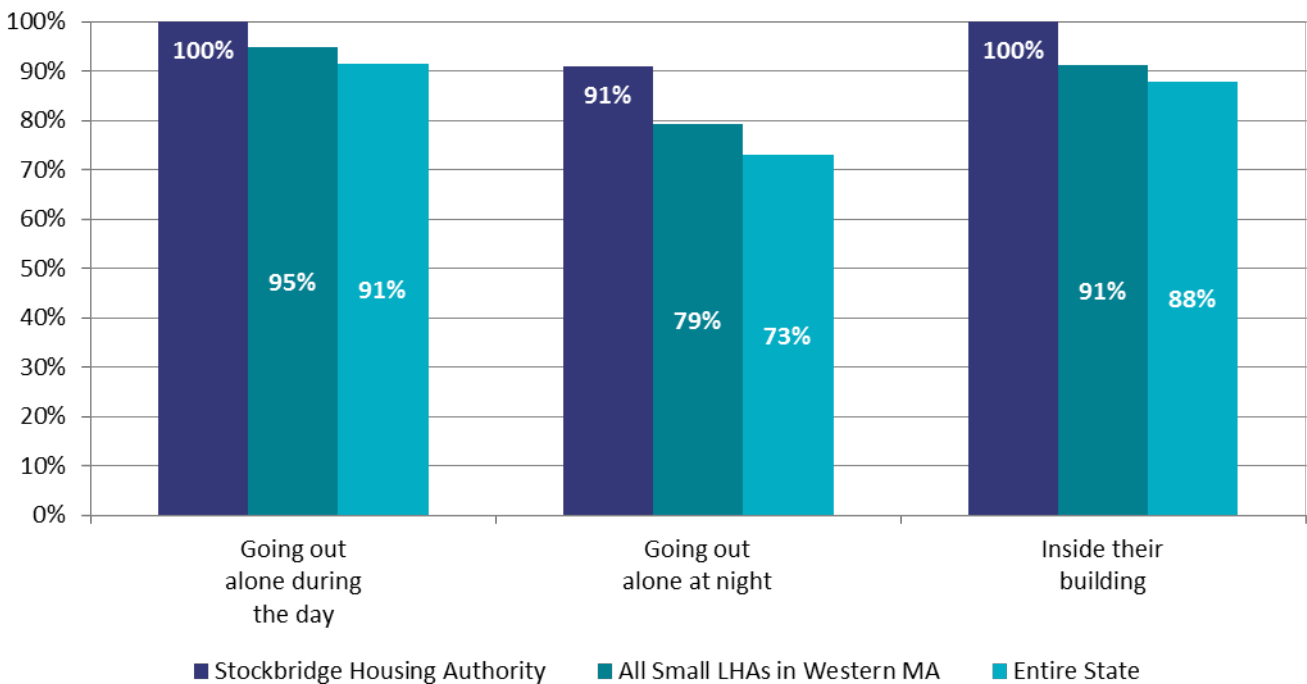
Respondents who “always” or “sometimes” had problems with....



Safety

Respondents were asked how safe they felt in their building and going outside alone. The chart below shows what percentage of people said they felt “very safe” or “mostly” safe.

Respondents who felt “very safe” or “mostly safe”



STOCKBRIDGE HOUSING AUTHORITY

EQUAL OPPORTUNITY, AFFIRMATIVE ACTION and FAIR HOUSING PLAN

I. Purpose

The purpose of this plan is to promote equality of opportunity and to prevent discrimination based on race, creed, color, gender, **gender identification**, sexual orientation, handicap, or national origin in all aspects of the Stockbridge Housing Authority programs, activities, and employment practices. The plan contains both Policies and Procedures.

II. Equal Opportunity/Affirmative Action Policy

The Stockbridge Housing Authority (hereafter referred to as the Authority) promotes equal opportunity for all and does not discriminate against any employee, tenant, or applicant for employment or tenancy because of race, creed, color, gender, **gender identification**, sexual orientation, handicap, or national origin. Procedures to ensure compliance with this Policy address the following: employment, compensation, and benefits; tenant selection, unit assignment and occupancy standards.

The Authority names the Executive Director as its Equal Opportunity Officer, with responsibility for implementing this Policy and Procedures.

III. Implementation Procedures

A. Employment (Also, see Personnel Policies)

1. The phrase "Equal Opportunity/Affirmative Action Employer" is used in recruiting, employment publications, and all other advertisements.
2. All recruitment sources are advised in writing of the Authority's commitment to equal opportunity.
3. **The advertisement will be posted at least once in newspapers, such as the Berkshire Eagle, or other papers that serve the county's metropolitan area.**
4. When the Authority participates in work/study programs or internship programs, the equal opportunity employment goals are clearly stated.
5. All employment applicants are treated equally in the application process and are given assistance as necessary, including assistance necessitated by language barriers.
6. Specific goals for minority representation in each employment category are impossible to establish due to the small number of employees in each category, (2 maintenance; 1 clerical; 1 professional and 1 or more resident services coordinators) and the area's low concentration of

minorities (**1.9 % minority from the 2014-2019 American Community Survey US Census Bureau**; 1.15% Vietnam Vet; 4.54% Disabled, per 1990 Census)

7. If there are no current employees representing minority, Vietnam Vet, or disabled categories, every effort is made to hire a qualified candidate from one of these categories for the next available opening.
8. All employees are treated equally, in compliance with the requirements of the specific position and the Personnel Policies.

B. Compensation

1. All employees compensated appropriately according to the Personnel Polices without regard to race, creed, color, gender, **gender identification**, sexual orientation, handicap, or national origin.

C. Benefits

1. All employees are granted benefits appropriately according to the Personnel Policies without regard to race, creed, color, gender, **gender identification**, sexual orientation, handicap or national origin.
2. Employees may use Personal Leave to celebrate special religious or ethnic/cultural observances.

D. Tenant Selection

1. When and if a decline in the waiting list necessitates marketing strategies all such efforts reflect the equal opportunity and affirmative action plan. **All advertisements carry the phrase, "Equal Housing Opportunity" and are published in the Berkshire Eagle or other papers that serve the county's metropolitan area.**
2. In order to maintain equality of opportunity, rigorous attention is given to the Eligibility and Selection Criteria, as defined in 760 CMR 5.00. When and if the percentage of units occupied by disabled persons falls below 13.5%, or seven (7) units, then one eligible and qualified disabled household is placed for each eligible and qualified elderly household placed, until such time that the number of handicapped households equals seven.
3. In order to maintain affirmative action and equality of opportunity, the Authority establishes a goal of **1.9% (as consistent with the newly released guidance PHN 2021-05 and data received from the 2014-2019 American Community Survey US Census Bureau)** OR at least one (1) unit for a member of a minority. The affirmative action preference precedes all other preferences until such time that the goal is achieved.

The affirmative action preference does not limit the placement of a minority household which would otherwise be due to the next unit offer.

E. Unit Assignment

1. Units are assigned as they become available, without regard to race, creed, color, gender, **gender identification**, sexual orientation, handicap, age or national origin.

F. Occupancy Standards

1. All occupancy standards in accordance with 760 CMR 6.00 are applied equally to all, without regard to race, creed, color, gender, **gender identification**, sexual orientation, handicap, age or national origin.

Adopted by the Board of Commissioners July 6, 2021.

Renamed by the BOC January 11, 2022.

LANGUAGE ACCESS PLAN

ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

Overview

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the housing program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from publically assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.

The Stockbridge Housing Authority will take steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this language access plan, LEP persons are applicants and residents, and parents and family members of applicants and residents of our State Aided Public Housing program.

The purpose of this plan is to ensure that the SHA can provide individuals with LEP meaningful access to our housing programs and activities. However, in preparation for writing this plan and in order to identify the specific needs of our program with the goal of providing meaningful access to our housing programs for LEP applicants and residents, we are using the four-factor analysis provided in the Department of Housing and Urban Development's Guidance Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.

In accordance with this four-factor analysis, SHA's assessment balanced the following:

- 1) The number or proportion of LEP persons served or encountered in the eligible service population. (As instructed in the guidance for the purpose of determining those LEP persons "served or encountered", we included those persons who would be served or encountered if the persons received adequate outreach and we provided sufficient language services);
- 2) The frequency with which LEP persons come into contact with our agency;
- 3) The nature and importance of the program, activity or service provided by the agency; and
- 4) The resources available and costs to each program. Please note that to the extent possible, we have tried to reduce the costs by identifying the resources available within our agency/community and making them available to each person.

We recognize that regardless of how few LEP persons we serve, we are obligated to provide oral interpretation services in some form. We also understand that the extent of our obligation to provide both oral and written translation is dependent on the four-factor analysis we have conducted. We have chosen to follow the Safe Harbor rule, contained in HUD's final guidance, to assist us in determining when to provide translation of vital documents. The Safe Harbor rule for written translation of vital documents is based on the number and percentages of the market area-eligible population or current beneficiaries and applicants that are LEP.



Our Area

Based on information from the 2017 ethnic composition of the population of Berkshire County, MA is composed of 114k White Alone Residents (89%), 5.64k Hispanic or Latino residents (4.27%), 3.28k Black or African American alone residents (2.57%), 2.62 k Two or More Races residents (2.05%), 2.09k Asian alone residents (1.63%) 323 some other race alone residents (0.253%), 253 American Indian & Alaska Native Alone residents (0.198%) and 42 Native Hawaiian & Other Pacific Islander Alone Residents (0.0329%).

The most common foreign languages spoken in Berkshire County, MA are Spanish or Spanish Creole (3908 speakers), French (Incl. Patois, Cajun (712 speakers), and Italian (559 speakers).

LEP Language Group(s):

LEP populations of our program to be reviewed annually and the census data of our region every five (5) years to determine the language groups served in the Berkshires.

The SHA has 51 units of Chapter 667 Housing and 8 units of Chapter 689 Housing.

We will determine the LEP populations to be served based on the following:

- Census data;
- A review of current residents' language needs;
- Documented applicant verbal and written requests for translation needs,
- Logged phone requests to the SHA main office for program or other information,
- Conversations with social service agencies in the geographic area where our program is administered.

SHA will provide written translation, upon request, of vital documents into the language of each frequently encountered LEP group who are currently residing or who we have identified as applicants or individuals seeking information on the Housing Programs, as determined by HUD's Safe Harbor Rule. These languages are Spanish and French.

Language Identification Cards

In order to be able to provide language assistance we need to identify who needs the assistance. All applicants (regardless of race or national origin) will be asked if they need language assistance. All sites will use the language identification cards to invite LEP persons who apply and who currently live at the development to identify their own language needs.

Oral Interpretation

The SHA will offer competent interpretation services free of charge, upon request, to the LEP person. We recognize that HUD's Safe Harbor Rule isn't applicable to oral communication. The SHA has an obligation to provide oral language assistance regardless of the number or percentage of persons who comprise a specific language group at our development or in the service area. The degree to which we will provide oral language assistance will depend on the nature and importance of the activity:

SHA Policy

The SHA will utilize an interpreter or interpretation services for telephone and scheduled meetings. It may be necessary for the Housing Authority to schedule telephone conferences and meetings in order for those individuals needing services to receive competent oral interpretation.

We will provide language assistance to LEP individuals for important, critical junctures, such as assistance with the application, the application interview, recertification, health and safety related issues, fair housing related matters (including any discussions regarding the need for reasonable

accommodation), conflict resolution between residents, lease violation notification and related meetings, and relocation and displacement issues if requested.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their choosing, in place of or as a supplement to the free language services offered by the SHA. The interpreter may be a family member or friend.

Written Translation

Translation is the replacement of a written text from one language into an equivalent written text in another language.

SHA Policy

In order to comply with written-translation obligations, the SHA will take the following steps:

The SHA will provide written translations of vital documents for each eligible LEP language group upon request. The LEP language group has the right to receive competent oral interpretation of those written materials, free of cost. The SHA has chosen to follow the Safe Harbor Rule for the language groups they serve.

DHCD Translated Documents for CHAMP (Common Housing Application for Massachusetts Public Housing) Centralized Waiting List.

DHCD (Department of Housing and Community Development) has translated several documents relating to the complete application process. All applicants will be provided these documents if requested and/or directed to the waiting list portal in order to access the information required in the desired language. These documents are translated in eight (8) languages; English, Spanish, Haitian/Creole, Khmer, Portuguese, Russian, Vietnamese and Chinese.

The Safe Harbor Rule:

HUD would expect translation of vital documents to be provided when the eligible LEP population in the market area or current beneficiaries exceeds 1,000 persons or if it exceeds 5% of the eligible population or beneficiaries along with more than 50 people. In cases where more than 5% of the eligible population speaks a specific language, but fewer than 50 persons are affected, there should be a translated written notice of the person's right to oral interpretation.

Program Accessibility for Persons with Hearing or Vision Impairments.

Regulations require the SHA to ensure that persons with disabilities related to hearing and vision have reasonable access to the SHA's programs and services.

At the initial point of contact with each applicant the SHA shall inform all applicants of alternative forms of communication that can be used other than plain language.

SHA Policy

To meet the needs of persons with hearing impairments, the Housing Authority will reach out to the following agencies; MA Commission for the Deaf and Hard of Hearing and MA Commission for the Blind for guidance and direction to resources for interpretation services.

Contact Information for both programs;



Massachusetts Commission for the Deaf and Hard of Hearing Executive Office

600 Washington St.
Boston, MA 01222
Voice 617-740-1600
TTY: 617-740-1700
Toll Free Voice: 800-882-1155
Toll Free TTY: 800-530-7570

MASS Commission for the Blind

Main Office
600 Washington St.
Boston, MA 01222
Voice: 617-727-5550
Toll Free: 800-392-640
MCBINFO@State.MA.US

Implementation Plan

If language assistance services are appropriate the SHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP population it services.

If the SHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the SHA's Housing program and services.

SHA Policy

If it is determined that the SHA serves very few LEP persons, and the SHA has very limited resources, the SHA will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access.

All applicants and residents are entitled to the notice of the right to free language assistance. This will be posted on the HA's web-site and the phrase will be included with DHCD's suggested translation notice header on all vital correspondence.

The Housing Authority has compiled a listing of their resources for obtaining language services should an applicant or resident and/or their families need assistance with translation. All employees have been given a copy of this policy and a listing of the resources in the event services are requested.

All requests of the Authority for services will be approved and scheduled by the SHA, prior to services being rendered.

Adopted by the Board of Commissioners on 4/16/2020

STOCKBRIDGE HOUSING AUTHORITY

THIS IS AN IMPORTANT NOTICE. PLEASE HAVE IT TRANSLATED.

Questa é una notizia molto importante. Per piacere falla tradurre. Este es un aviso importante. S'rvase mandarlo traducir. C'est important. Veuillez faire traduire. **ĐÂY LÀ MỘT BẢN THÔNG CÁO QUAN TRỌNG. XIN VUI LÒNG CHO DỊCH LẠI THÔNG CÁO NÀY.** Este é um aviso importante. Por favor mande traduzi-lo. Es é un avizu importantí. Di favor, manda traduzil. Se yon anons ki enpòtan anpil. Sou Ple, fè tradwi li pou w

Notice of Right to Reasonable Accommodation

You may ask for a reasonable accommodation if you have a disability which causes you to need;

- a. A change in the rules or policies or services or how we do things that would give you an equal chance to live here and use the facilities or take part in programs on site.
- b. A change in your apartment or a special type of apartment that would give you an equal chance to live here and use the facilities or take part in programs on site.
- c. A change to some other part of the housing site that would give you an equal chance for you to live here and use the facilities or take part in programs on site.
- d. A change in the way we communicate with you or give you information.

If we know that you have a disability or you can show that you have a disability and if your request is reasonable, it does not pose an undue financial and administrative burden and does not require fundamental changes in the nature of the program, we will try to make the changes you request.

We will give you an answer in 30 days unless there is a problem getting the information we need or unless you agree to a longer time. We will let you know if we need more information or verification from you or if we would like to talk to you about other ways to meet your needs.

If we turn down your request, we will explain the reasons and you can give us more information if you think that will help.

If you need help filling out a Reasonable Accommodation Request Form, or if you want to give us your request in some other way, we will help you. You can obtain a reasonable accommodation request form at Stockbridge

Housing Authority, 5 Pine St. Stockbridge MA 01262 or by calling 413-298-3222 or Massachusetts Relay @ #711.

By email; stockbridgeha@gmail.com.

Note: All information you provide will be kept confidential and be used only to help you have an equal opportunity to enjoy your housing or common areas.

Stockbridge Housing Authority does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, sexual orientation, age, familial status, veteran status, public assistance, genetic information, gender identity, disability, or any other class protected by state or local law, in the access to its programs for employment, or in its activities, functions or services. The following person(s) are responsible for coordinating compliance with applicable nondiscrimination requirements.

Andrea K Lindsay, ED
or her designee
PH- 413-298-3222
FX- 413-298-3844
stockbridgeha@gmail.com

Adopted by the Stockbridge Housing BOC on 1/11/2022.

STOCKBRIDGE HOUSING AUTHORITY

PO Box 419, 5 Pine Street
Stockbridge MA 01262

PH: 413-298-3222 Fax: 413-298-3844
EMAIL: STOCKBRIDGEHA@GMAIL.COM

REQUEST FOR REASONABLE ACCOMMODATION

To: Executive Director
Stockbridge Housing Authority
PO Box 419, 5 Pine Street
Stockbridge MA 01262
Ph. (413) 298-3222 Fax (413) 298-3844

From: _____
Applicant Name (please print)

Address

Town/City, State, Zip

() _____
Area Code/Telephone Number

1. I have a disability which limits me in the following ways (describe): _____

2. Due to these limitations, I request the following be done in order to permit me to participate fully in the Housing Authority's housing programs. (Describe): _____

3. Documentation verifying the existence of my disability, my limitations due to it, and my need for accommodation is attached. (Attach appropriate documentation).

4. I attest that the foregoing information is true and correct.

Signature of Applicant

Date



Stockbridge Housing Authority Reasonable Accommodation/Modification Policy
and Procedures

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 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]. 13

 Verification of Disability by Physician or Other Professional 14

 for Reasonable Accommodation/Modification Request 14

INTRODUCTION

This Reasonable Accommodation/Modification Policy and Procedures, comprised of Part A and Part B, sets forth the policy and procedures of the Stockbridge Housing Authority (the “LHA”) regarding making reasonable accommodations and reasonable modifications for qualified applicants or residents¹ with disabilities for participation in the LHA programs and

¹ Reasonable accommodation/modification policies with respect to LHA employees are available at the main office @ 5 Pine St. Stockbridge MA 01262 and attached as Attachment X.



activities.² A copy of this Reasonable Accommodation/Modification Policy and Procedures is posted in LHA common areas and on the LHA website, located at <http://www.stockbridgehousing.com/>. Additionally, a copy of this Reasonable Accommodation/Modification Policy and Procedures may be obtained upon request by contacting the Main Office at 413-298-3822 or stockbridgeha@gmail.com or stockbridgeha2@gmail.com. You may place a call using MassRelay; dial 711 in Massachusetts or 1-800-439-0183 from anywhere. TTY users should dial 1-800-439-2370, a relay operator will answer the phone.

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 LHA 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 LHA’s Board.

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

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

SECTION 2. POLICY STATEMENT

The LHA 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 LHA's housing services, programs, and facilities, nor otherwise discriminate against individuals with disabilities in connection with the operation of the LHA'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 LHA 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 LHA 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 LHA's position regarding reasonable accommodations/modifications for persons with disabilities in connection with the LHA'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 LHA.

SECTION 4. AUTHORITY

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

(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 Act³;

³ https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint_statement_ra.pdf.

(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 LHA Reasonable Accommodation Coordinator/Executive Director/Other LHA employee as assigned by the RA or ED is responsible for monitoring the LHA’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 Andrea Lindsay, Executive Director in writing, or in person by appointment, at 5 Pine St. Stockbridge, MA 01262 or by calling 413-298-3222. Place a call using MassRelay; dial 711 in Massachusetts or 1-800-439-0183 from anywhere. TTY users should dial 1-800-439-2370, a relay operator will answer the phone.

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 LHA staff should apply when responding to requests for reasonable accommodations/modifications within all LHA 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 LHA may offer equally effective alternatives to the requested accommodation, and/or alternative methods for providing the requested accommodation/modification.

(b) The procedure for evaluation and responding to requests for a reasonable accommodation/modification relies on a cooperative relationship between the LHA 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 LHA 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 LHA and our applicants/residents. If an applicant/resident does not, or cannot use the Request Form, the LHA 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 LHA will grant it.

(e) In accordance with Procedure 3 below, the LHA 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 LHA does not provide under its program). The LHA 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 LHA, 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.

The LHA 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 LHA 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 LHA.

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

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 Executive Director will ensure that LHA staff are familiar with this Policy and Procedures and all applicable federal, state and local requirements regarding reasonable accommodations/modifications. The 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 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. LHA 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 LHA office at 413-298-3222 or Place a call using MassRelay; dial 711 in Massachusetts or 1-800-439-0183 from anywhere. TTY users should dial 1-800-439-2370, a relay operator will answer the phone.
3. The LHA 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 LHA 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 LHA’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 LHA 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 LHA is not obligated to make a reasonable accommodation/modification; therefore, the LHA may deny the request.
- (b) IF YES, proceed to Step 2.
- (c) If more information is needed, the LHA 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 (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 LHA is not obligated to make the accommodation/modification; therefore, the LHA may deny the request.
- (b) If YES, proceed to Step 3.
- (c) If more information is needed, the LHA 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 LHA 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 LHA may deny the request. Submit the denial using the Letter Denying

Request for Reasonable Accommodation/Modification.

- (c) If more information is needed, the LHA 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 DETERMINING REASONABLENESS

1. In accordance with Section 6.1 of the Policy, the LHA 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 LHA, the LHA 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 LHA services and activities. Additionally, the LHA 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 LHA deems that a proposed reasonable accommodation/modification would fundamentally alter the service, program, or activity, or would result in undue financial and administrative burdens, the LHA 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 LHA 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 LHA'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 LHA'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 LHA 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 LHA 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 LHA's activities, programs, or services.

In response to reasonable accommodation/modification requests, the LHA may not require verification of disability if the disability is obvious or otherwise known. The LHA also may not ask what the disability is or require specific details as to the disability. The LHA 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 LHA 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 LHA 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 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]:

ADOPTED BY THE STOCKBRIDGE HOUSING BOC 1/11/2022



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

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.

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

To: Accommodation Coordinator Andrea Lindsay or their designee

Housing Authority: Stockbridge Housing Authority

Address 5 Pine St. PO Box 419; Stockbridge, MA 01262

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)

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

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

Attachment 3 – Request for Information or Verification



Stockbridge Housing Authority

PO Box 419
Stockbridge, MA 01262
Fax: 413-298-3844
Email: stockbridgeha@gmail.com

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 this request. Please provide additional information regarding this issue, before we can decide whether to approve your request.

We need to know more because _____

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 413-298-3222, or email us at stockbridgeha@gmail.com or stockbridgeha2@gmail.com.

You may place a call using MassRelay; dial 711 in Massachusetts or 1-800-439-0183 from anywhere.

TTY users should dial 1-800-439-2370, a relay operator will answer the phone.

Sincerely,

Reasonable Accommodation Coordinator



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



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:

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.

*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)):

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 #: _____

Attachment 5 – Letter Denying Request for Reasonable Accommodation/Modification

Stockbridge Housing Authority

PO Box 419
Stockbridge, MA 01262

Date:

To:

Dear Applicant or Resident:

We have denied your request for a reasonable accommodation[modification] for the following reasons: _____

If you have any questions or disagree with this decision and believe you can provide the LHA with additional information as to why the requested accommodation should be approved, please contact us at 413-298-3222 or place a call using MassRelay; dial 711 in Massachusetts or 1-800-439-0183 from anywhere. TTY users should dial 1-800-439-2370, a relay operator will answer the phone. By email: stockbridgeha@gmail.com or stockbridgeha2@gmail.com.

Sincerely,

Reasonable Accommodation Coordinator
Stockbridge Housing Authority



Attachment 6 – Letter Approving Request for Reasonable Accommodation/Modification

Stockbridge Housing Authority

PO Box 419
Stockbridge, MA 01262

Date:
To:

Dear Applicant or Resident:

We have approved your request for the following change or reasonable accommodation

_____:

We can provide you with this accommodation/modification by _____

Your request is delayed due to: _____

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 RA Coordinator at 413-298-3222 or place a call using MassRelay; dial 711 in Massachusetts or 1-800-439-0183 from anywhere. TTY users should dial 1-800-439-2370, a relay operator will answer the phone.

By email stockbridgeha@gmail.com or stockbridgeha2@gmail.com.

Sincerely,

Reasonable Accommodation Coordinator

Stockbridge Housing Authority



Attachment 7 – Request for Meeting

Stockbridge Housing Authority

PO Box 419
Stockbridge, MA 01262

Date:

To:

Dear Applicant or Resident:

We have received your request for a reasonable accommodation dated _____. 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 _____ at 5 Pine St., Stockbridge MA 01262. If this is not convenient a remote meeting and/or telephonic meeting is an alternative to an in-person meeting. If you cannot come at that time, please call us at 413-298-3222 and we can find a mutually agreeable date and time.

We will talk about _____ 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 413-298-3222 or Place a call using MassRelay; dial 711 in Massachusetts or 1-800-439-0183 from anywhere. TTY users should dial 1-800-439-2370, a relay operator will answer the phone.

Or by email stockbridgeha@gmail.com or stockbridgeha2@gmail.com.

Sincerely,

Reasonable Accommodation Coordinator

Stockbridge Housing Authority



Attachment 8 – Additional Program-Specific Requirements

[Insert as applicable]

ADOPTED BY THE STOCKBRIDGE HOUSING BOC ON 1/11/2022.

STOCKBRIDGE HOUSING AUTHORITY

CAPITALIZATION POLICY

The purpose of the Capitalization Policy of the Stockbridge Housing Authority (SHA) is to determine, distinguish, and record materials and non-expendable equipment and personal property purchased or acquired in connection with the development, management, and maintenance of public housing developments owned or operated by the SHA.

- A. If the initial cost of a piece of equipment and/or other personal property is Five Thousand Dollars (\$5,000.00) or more (excluding stoves and refrigerators) and the anticipated life or useful value of said equipment or property is more than one (1) year, the same shall be capitalized and recorded as non-expendable equipment and charged as a capital expense. Stoves and refrigerators are exempt from this policy as it is assumed that the useful life shall be greater than one year.
- B. If the initial cost of the piece of equipment and/or property is less than \$5,000 (excluding stoves and refrigerators) or its useful life is less than one (1) year regardless of cost, the same shall be treated and recorded as materials or inventory and charged to maintenance, administration, or tenant service expense.
- C. The Executive Director, or the Executive Director's designee, is authorized and directed to determine whether each piece of equipment or other property that is acquired by the housing authority in connection with the development, management, and maintenance of the properties owned or operated by the SHA shall be classified as material or non-expendable as defined in A and B above. The Executive Director is further directed to ensure that the determination is documented in the appropriate records of the SHA and retained for the information and guidance of its personnel and for audit purposes.

Approved by the Stockbridge Housing Authority Board of Commissioners on 4/5/2022

STOCKBRIDGE HOUSING AUTHORITY

PO BOX 419 5 PINE STREET
STOCKBRIDGE MA 01262

PH: 413.298.3222 FAX: 413.298.3844
EMAIL: STOCKBRIDGEHA@GMAIL.COM

CORI POLICY

This policy is applicable to the criminal history screening of prospective and current employees, subcontractors, volunteers and interns, professional licensing applicants, and applicants for the rental or leasing of housing. Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, volunteer work, licensing purposes, or the rental or leasing of housing, the following practices and procedures will be followed.

I. CONDUCTING CORI SCREENING

CORI checks will only be conducted as authorized by the DCJIS and MGL c. 6, §. 172, and only after a CORI Acknowledgement Form has been completed. With the exception of screening for the rental or leasing of housing, if a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy two (72) hours notice that a new CORI check will be conducted. If a requestor is screening for the rental or leasing of housing, a CORI Acknowledgement Form shall be completed for each and every subsequent CORI check.

II. ACCESS TO CORI

All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a "need to know". Only the Executive Director is authorized to submit a written request for CORI to the DCJIS on behalf of the Authority. The Executive Director, Administrative Assistant, and SHA legal counsel are the only people authorized to have access to CORI information.

III. CORI TRAINING

An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at the Stockbridge Housing Authority will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS. Additionally, if the Stockbridge Housing Authority is an agency required by MGL c. 6, s. 171A, to maintain a CORI Policy, all personnel authorized to conduct criminal history background checks and/or to review CORI information will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

IV. USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING

CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.



V. VERIFYING A SUBJECT'S IDENTITY

If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant. If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

VI. INQUIRING ABOUT CRIMINAL HISTORY

In connection with any decision regarding employment, volunteer opportunities, housing, or professional licensing, the subject shall be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source, prior to questioning the subject about his or her criminal history. The source(s) of the criminal history record is also to be disclosed to the subject.

VII. DETERMINING SUITABILITY

If a determination is made, based on the information as provided in section V of this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:

- (a) Relevance of the record to the position sought;
- (b) The nature of the work to be performed;
- (c) Time since the conviction;
- (d) Age of the candidate at the time of the offense;
- (e) Seriousness and specific circumstances of the offense;
- (f) The number of offenses;
- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof; and
- (i) Any other relevant information, including information submitted by the candidate or requested by the organization.

The SHA Section 8 Administrative Plan, Chapter 3, Part III, A through E, will be used to determine eligibility for housing applicants for all SHA programs. The applicant is to be notified of the decision and the basis for it in a timely manner.

VIII. ADVERSE DECISIONS BASED ON CORI

If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified immediately. The subject shall be provided with a copy of the organization's CORI policy and a copy of the criminal history. The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided a copy of DCJIS' *Information Concerning the Process for Correcting a Criminal Record*.

IX. SECONDARY DISSEMINATION LOGS

All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record any dissemination of CORI outside this organization, including dissemination at the request of the subject.

EMERGENCY CASE PLAN

Pursuant to 760 CMR 5.11, the Stockbridge Housing Authority hereby adopts the following Emergency Case Plan.

I. STATEMENT OF POLICY AND PURPOSE. Through this Plan, the SHA 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 SHA in making determinations of Emergency Case Status shall be reasonable in relation to the realistic capacity and resources of the applicant.

II. DEFINITION OF A HOMELESS APPLICANT. As required by 760 CMR 5.11 and consistent with the definition in 5.03, the SHA 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 and 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 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 SHA 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 by 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 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 SHA.

(B) **Severe Medical Emergencies.** An applicant is suffering a severe medical emergency if the applicant or member of the applicant household as 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 a member of the applicant household is determined by the SHA 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 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 SHA 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 SHA 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 then available, the applicant shall remain as an Emergency Case priority on the waiting list for each appropriate housing program and bedroom size. If the SHA 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 SHA shall maintain records with regard to Emergency Case applicants in accordance with 760 CMR 5.16.

(D) **Relationship to Affirmative Action Goals.** If the SHA or DHCD at any time determines that the number of applicants granted Emergency Case Status

substantially interferes with the achievement by the SHA of its Affirmative Action goals, then this Plan shall be revised, upon public notice and in conformity with DHCD requirements, to maintain 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 SHA 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 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. Requirement 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 the lack of suitable housing or lack of suitable housing is a substantial impediment to treatment or recovery.
 - 3. Requirement of Paragraph 3:
 - a. The applicant or a member of the applicant household is the victim of abuse 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.

APPROVED BY THE STOCKBRIDGE HOUSING AUTHORITY BOARD OF COMMISSIONERS ON MARCH 7, 2006.

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STOCKBRIDGE HOUSING AUTHORITY

EMERGENCY PLAN

Purpose:

The purpose of the Emergency Plan is to provide adequate life and safety protection for the people residing at Heaton Court, Stockbridge, which premises are owned and managed by the Stockbridge Housing Authority. This plan is developed to comply with the requirements of 527 CMR 10:11.

Policy:

1. In the event of an emergency such as fire, tornado, damaging winds, or long duration electrical outage, the Stockbridge Emergency Management Department as the primary public safety department for the town will assess the situation and determine an appropriate response. In major town-wide emergencies, the provisions of the Town of Stockbridge Emergency Plan will be operational for the tenants at 5 Pine Street.

2. If evacuation of the entire site is warranted, the Stockbridge Emergency Management Department will go door-to-door to notify residents and will also contact the Stockbridge Housing Authority Director and/or Maintenance staff. Tenants requiring medical treatment will be evacuated to Fairview Hospital or Berkshire Medical Center. Others will be evacuated to the central site established by the town's public safety departments.

3. All apartments shall be equipped with smoke detectors and carbon monoxide detectors. The housing authority shall inspect and replace batteries in all detectors at least annually and as warranted.

4. For protection in all emergencies, an Emergency Evacuation Plan approved by the Stockbridge Emergency Management Department shall be posted in each apartment.

5. Each resident at 5 Pine Street, upon executing a lease, shall be instructed on the evacuation plan and route, and shall be required to sign a statement on a form attached herein that they "acknowledge that the Stockbridge Housing Authority has informed me that an Emergency Evacuation Plan is posted inside my apartment and has verbally explained the plan and route to me."

6. The program managed by the Berkshire Service Group for the Department of Developmental Services on Stockbridge Housing Authority property at 7 Pine Street is responsible for developing its own Emergency and Evacuation Plan.

7. Stockbridge Housing Authority maintains a list of contractors, subcontractors, and vendors who are under contract or who have established business relationships with the housing authority for maintenance and repair services. This list is maintained in the housing authority office and maintenance garage and is provided upon their request.

Approved by the Stockbridge Housing Authority Board of Commissioners 8/2/11.

STOCKBRIDGE HOUSING AUTHORITY

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GRIEVANCE PROCEDURE

Part A

1. General Overview

- A. Department of Housing and Community and Development (DHCD) regulations (760 CMR 6.08) require each local housing authority (LHA) to have a grievance procedure of which the purpose shall be the prompt and reliable determination of grievances. The procedure must be available to state-aided public 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).
- B. A grievance is defined as: (1) an allegation that an LHA or an LHA 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 household member; (2) an allegation that an LHA or an LHA 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.
- C. 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 LHA 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.

2. 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 or delivered) to the LHA at its main office within seven (7) days after a notice of lease termination has been given to the tenant by the LHA.



- B. A grievance regarding whether cause exists for terminating participation in the MRVP or AHVP shall be initiated by a program participant, in writing, and shall be mailed (postmarked or delivered) to the LHA at its main office within seven (7) days after notice of program termination has been given to the tenant by the LHA.
- C. A grievance regarding some other matter shall be initiated by a grievant in writing and shall be mailed (postmarked or delivered) to the LHA 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 LHA shall have discretion to permit grievance to be initiated late.
- D. In the event that a tenant files a grievance as to the amount of a re-determined rent within fourteen (14) days of the LHA's notice of the re-determined rent, the tenant shall continue to pay the rent then in effect (unless the re-determined 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 re-determined rent of the LHA shall credit the tenant with any amount paid but determined not to have been due.
- E. The LHA shall permit additional time for initiation of a grievance if the LHA finds that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the LHA. The LHA shall have available forms on which a grievance may be initiated.

3. Informal Settlement Conference

Promptly after the initiation of a grievance, unless otherwise provided, the LHA's 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 LHA 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 LHA. At the informal settlement conference, the LHA 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 LHA 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.

Right to a Hearing

A. The LHA's 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 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 LHA has reason to believe that tenant or household member:

- a. has unlawfully caused serious physical harm to another tenant or employee of the LHA or any other person lawfully on the LHA's property;
- b. has unlawfully threatened to cause serious physical harm to any member of a tenant household or an LHA employee or any person lawfully on the LHA's property;
- c. has unlawfully destroyed, vandalized or stolen property of any member of a tenant household or of the LHA or of any person lawfully on the LHA'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 LHA's property in violation of MGL c.269 §10;
- e. has unlawfully possessed or used an explosive or incendiary device on or adjacent to the LHA's property or has otherwise violated MGL c.266 §§101,102,102A 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 LHA's property;
- g. has engaged in other criminal conduct which has seriously threatened or endangered the health or safety of any member of a tenant household, an LHA employee, or any person lawfully on the LHA's property, or
- h. has engaged in behavior which would be cause for voiding the lease pursuant to the provisions of MGL c.139 §19; or

(3) in the event the LHA has reason to believe that a guest of a tenant or a guest of a household member has engaged in any of the behavior listed in subparagraph 4 A (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.

4. Hearing Date and Notice of Hearing

A. The LHA shall schedule a grievance hearing regarding whether good cause exists for terminating a lease within fourteen (14) days after the date on which the LHA receives the grievance. At such time, the LHA 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 LHA 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 LHA 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 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 LHA shall not file a summary process summons and complaint seeking an eviction pending the hearing and a decision or other resolution in the LHA's favor.

- B. A hearing of a grievance regarding an issue other than lease termination shall be scheduled as soon as reasonably convenient following receipt of the grievance. The LHA 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 LHA or the Hearing Officer may reschedule a hearing by agreement of the LHA and the grievant; or upon a showing by the grievant or by the LHA that rescheduling is reasonably necessary.

5. Pre-Hearing Examination of Relevant Documents

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

6. 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 Hearing Officer of the grievance panel otherwise orders. The LHA 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 Hearing Officer. At the grievance hearing, the LHA 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 Officer may take other appropriate measures to deal with the misbehavior including dismissing the grievance.

7. Procedure at Grievance Hearings

The Hearing Officer shall conduct the grievance hearing in a fair manner without undue delay. The Hearing Officer 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 LHA 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 Hearing Officer may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and LHA rules and policies. The Hearing Officer members may request the LHA 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 tape(s) of the hearing shall be maintained by the LHA until any applicable appeals have been decided. During that time grievant and his or her representative may listen to the tapes at the LHA's offices.

8. Written Decision by the Grievance Panel

Within fourteen (14) days following the hearing or as soon thereafter as reasonably possible, the Hearing Officer shall provide the LHA 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 based on the information at the grievance hearing and such additional information as may have been provided to the Hearing Officer at his or her request. The LHA 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 thereafter be maintained at the LHA and shall be open to public inspection.

9. Review by the LHA's Board

In cases where the decision of the Hearing Officer concerns whether good cause exists for terminating a lease, there shall be no review by the LHA's Board. In other cases, in the event that the grievant or the LHA 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 LHA may request review of the decision by the LHA's Board. The Board shall promptly decide whether to uphold, set aside or modify the decision after permitting the LHA and grievant to make oral 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.

10. Review by the Department of Housing and Community Development

In the event that the LHA'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 LHA and the grievant or to their attorneys.

11. 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 LHA and the grievant with request to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter which has been subject to 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 LHA 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 LHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

Part B

1. Single Hearing Officer

All grievance hearings and determinations of grievances shall be handled by a single Hearing Officer. The Hearing Officer shall be appointed to serve for a term not to exceed seven years and shall serve all residents of state-aided public housing and all participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP) who hold vouchers administered by the LHA.

The LHA shall from time to time nominate one or more persons to serve as Hearing Officer(s) to preside at and conduct hearings and to render prompt and reliable written determinations of matters at issue. The LHA shall submit its written nomination(s) for Hearing Officer(s) to each Local Tenant Organization (LTO). Each nomination shall include a resume of the nominee and the length of the term for which he or she is nominated. Within five (5) days of receipt of a nomination any LTO may make a written request to the LHA to interview the nominee. Following such a request of a nomination for an interview by an LTO, the LHA shall make prompt arrangements for an interview between the nominee and the LTO(s) which made the request.

Within thirty (30) days after the receipt of a nomination or within five days after its interview of a nominee, whichever is later, any LTO may approve or disapprove the nominee. If all LTO(s) shall approve a nominee or if no LTO shall disapprove a nominee within the requisite time, the nominee shall become a Hearing Officer upon written acceptance mailed or delivered to the LHA which shall then notify the LTO(s).

Each Hearing Officer shall annually certify to the LHA in writing that he or she is ready, willing, and able to serve; failure to so certify within ten (10) days of receipt of a written request by the LHA shall render the Hearing Officer's position vacant.

2. Impartiality of the Hearing Officer

No Hearing Officer or a member of his or her family shall have or shall appear to have any direct personal or financial interest in the outcome of any matter before him or her. No Hearing Officer shall be related by blood or marriage to any party or to any person who gives evidence as to facts which are disputed by the parties. No Hearing Officer may determine matters which directly concern his or her own housing or the housing of a family member or his or her own status of a family member in that housing. Each Hearing Officer shall determine any matter at issue impartially and objectively on the basis of the evidence and applicable law. Any Hearing Officer, who shall be or shall appear to be unable to determine any matter impartially and objectively shall remove himself or herself as Hearing Officer, whether or not he or she has been requested to do so.

3. Removal of the Hearing Officer

A Hearing Officer may be permanently removed from office at any time for inefficiency, neglect of duty, willful and material delay of proceedings, bias or partiality. The LHA and the LTO(s) may agree on removal after notice to the Hearing Officer and the opportunity for him or her to be heard. In the absence of agreement, DHCD may remove a Hearing Officer for cause upon a request by the LHA or an LTO. Prior to removing a Hearing Officer, DHCD shall require a detailed written specification of the reason(s) for removal and, if it finds the specification to set out good and sufficient cause, shall give the Hearing Officer, the LHA and the LTO(s) the opportunity to be heard. DHCD's decision whether to remove a Hearing Officer shall be in writing mailed to the Hearing Officer, the LHA, and the LTO(s). If a written specification fails to detail good and sufficient cause for removal, DHCD shall deny a request for removal without a hearing.

4. Appointment of Interim Hearing Officer

If there shall not be a Hearing Officer able and willing to serve for one or more pending matters and if use of the appointment process in Part B, section 1 of this grievance procedure would likely cause significant delay with potential adverse consequences to either the LHA or the grievant, the LHA with notice to the LTO(s) may request that an interim Hearing Officer be named by

DHCD. Such a request shall be in writing and shall specify the reason for the request. The LTO(s) shall be given a reasonable opportunity to comment on the request. If DHCD finds there to be a reasonable need for an interim Hearing Officer, DHCD shall name an interim Hearing Officer. DHCD may name a previously disapproved nominee to serve as interim Hearing Officer if it finds that an LTO's stated reasons for disapproval did not constitute good and sufficient cause for disapproving the nominee.

An interim Hearing Officer shall have all the powers and duties of a Hearing Officer and shall serve in the pending matters for which he or she was appointed. An interim Hearing Officer may be nominated by the LHA to be Hearing Officer in the manner set out herein.

5. Scheduling

The LHA shall be responsible for scheduling and other administrative matters, including all necessary notices. The LHA shall consult with the Hearing Officer and shall schedule hearings at times convenient for him or her.

**Approved by the Stockbridge Housing Authority Board of
Commissioners 12/05/2000**

**Approved by the Commonwealth of Massachusetts Dept. of Housing and
Community Development 12/12/2000**

STOCKBRIDGE HOUSING AUTHORITY

INVESTMENT POLICY

1. Objective

a. The objective of the Investment Policy is to prudently 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.

2. Administration

a. The Executive Director is responsible to develop, maintain, and execute the Investment Policy.

b. Funds available for investments: Monies deposited in the operating accounts for each program in excess of those monies necessary for the daily operation of the Stockbridge Housing Authority for a period of ninety days should be considered available for investment. These funds should be invested when the expected yield exceeds amounts received in the operating account for each program.

3. Insurance

a. The Stockbridge Housing Authority requires that their depositories continuously and fully insure all deposits, with the following exception;

b. In order to follow the objective of the Investment Policy, investments may be transferred to the MMDT (Massachusetts Municipal Depository Trust) which is not FDIC insured. It is offered through the State Treasures Office with minimal investment risk.

Approved by the Stockbridge Housing Authority Board of Commissioners on

B-20-2019 . .

PERSONNEL POLICY

STOCKBRIDGE HOUSING AUTHORITY

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Updated and Approved Section V11.A. Leave – Personal Leave
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STOCKBRIDGE HOUSING AUTHORITY PERSONNEL POLICY

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I. PURPOSE AND PRINCIPLES

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The Stockbridge Housing Authority Personnel Policy establishes the standards, responsibilities, and benefits for all employees in order to create a fair and productive workplace conducive to serving the housing needs of residents and clients.

The Personnel Policy is not a contract, an employment contract and does not provide a promise or guarantee of employment or benefits. It is only a statement of policies and procedures that are intended to be guides to management. This policy is not a guarantee of continuity of benefits or rights. The Stockbridge Housing Authority reserves the right to delete, to add, or to changes these policies at any time without notice.

Amendments to the Personnel Policy shall be voted on by the full Board. Suggested Amendments should be submitted to the Executive Director/Personnel Committee, which has the discretion to forward proposed Amendments to the full Board with recommendations.

The Personnel Policy is based upon the following basic principles:

- A. Merit System The employment of personnel and all actions affecting employees shall be based solely on merit and ability, to be established by recognized management principles. Stockbridge Housing Authority will not discriminate against an applicant for employment, a colleague or current employee, or a tenant because of race, creed, color, religion, gender, national origin, ancestry, age, physical or mental handicap, or sexual orientation.
- B. Politics All employees of the Stockbridge Housing Authority shall be subject to the provisions of the Hatch Act Public Law 252, February, 1980.
- C. Nepotism
 - 1. The employment of more than one member of the same immediate family is not permitted. Immediate family is defined to mean the employee, his or her spouse, and his, her, or their parents, grandparents, children, grandchildren, brothers, and sisters, including in-laws.
 - 2. No member of the immediate family of the Board of Commissioners of the Stockbridge Housing Authority shall be employed by the Authority during such official's term of office.
 - 3. Commissioners of the Stockbridge Housing Authority shall not be eligible for appointment to any paid position, including temporary or contract work, with the Stockbridge Housing Authority while she/he is serving as a Board

member or for a period of one year following the end of such service, as provided in 760 CMR 4.04 (2 b)

- D. Affirmative Action Affirmative action shall be taken in order to recruit, hire, and retain personnel who reflect the composition of the community.

II. EMPLOYMENT PROCEDURES

A. Authority

The Board has the authority to appoint, transfer, demote, and separate the Executive Director. The Executive Director has the authority to appoint, promote, transfer, demote, and separate all other personnel, subject to review and approval of the Board of Commissioners.

B. Hiring and Selection of Staff

1. Advertising Procedure

A job description approved by the Board of Commissioners will specify the minimum qualifications for each position. Notifications of all available positions and procedures for applying will be posted in a conspicuous place at the Housing Authority office. In addition, they will be advertised in the local papers, according to DHCD guidelines. The Stockbridge Housing Authority shall be declared an equal employment opportunity employer and an equal housing opportunity on all advertisements.

2. Applications

Persons desiring employment shall file written applications and/or resumes setting forth their qualifications, experience, references, and other information as may be required. Applications shall be of an approved form and made available at Stockbridge Housing Authority's main office.

3. Hiring Preference (***Please see Equal Opportunity and Affirmative Action Plan.***)

Specific goals for minority representation in each employment category are impossible to establish due to the small number of employees in each category, (1 to 2 maintenance; 1 clerical; 1 professional and 1 or more resident services coordinators) and the area's low concentration of minorities (1.9 % minority from the 2014-2019 American Community Survey US Census Bureau; 15% Vietnam Vet; 4.54% Disabled, per 1990 Census) If there are no current employees representing minority, Vietnam Vet, or disabled categories, every effort is made to hire a qualified candidate from

one of these categories for the next available opening. (BOC 10.5.2021)

4. Selection Procedure

The hiring of all personnel shall be the responsibility of the Executive Director. Except in cases of severe time constraint when hiring temporary help, the Executive Director shall consult with a hiring committee consisting of at least two Board members and one tenant for the purpose of screening and interviewing of applicants. At the discretion of the Board, the tenant representative may be invited to participate in the screening process. The Executive Director and immediate supervisor of the position shall serve as members of the committee.

After reviewing the recommendation of the hiring committee, the Executive Director shall hire the best qualified person available to meet the needs of the communities served by the Authority and its programs.

Before offer of employment, all prospective employees shall have their Criminal Record checked according to the SHA CORI Policy for prospective employees.

III. EMPLOYEE STATUS

Employees of Stockbridge Housing Authority are categorized according to the following definitions:

- A. Regular An employee whose normal and approved schedule is at least 1/2 of a normal work week for that classification, i.e. at least 18.75 hours for administrative personnel and at least 20 hours for maintenance personnel.
- B. Part-time An employee whose normal and approved schedule is less than 1/2 of a normal work week for that classification, i.e. less than 18.75 hours for administrative personnel and less than 20 hours for maintenance personnel.
- C. Permanent An employee who has successfully completed the six-month probationary period. There is automatic transfer to permanent status within thirty (30) days after expiration of six (6) months probationary period if no evaluation is completed.
- D. New Probation An employee who is new to Stockbridge Housing Authority and has worked less than six (6) months.
- E. Internal Probation An employee who has changed positions within the Authority and has worked less than (3) three months in the new position.

- F. Temporary An employee who is hired for a limited time, not exceeding six (6) months regardless of hours worked per day/week, and who is not entitled to regular benefits.
- G. Consultant Individuals hired on a contractual basis as the need arises, for a specific period of time to perform work for which they are considered uniquely qualified and do not receive any benefits. Consultants are hired by the Board of Commissioners upon recommendation of the Executive Director, subject to appropriate Department of Housing and Community Development's approval.
- H. Job Sharing Job sharing is defined as one position shared by two employees with hours and benefits affected accordingly. It is permitted in appropriate instances with the approval of the Executive Director and the Board of Commissioners.

IV. CHANGE IN EMPLOYEE STATUS

- A. Promotions Vacated or newly established positions shall be filled by the promotion of qualified employees, to the fullest extent consistent with efficient operations and subject to Department of Housing and Community Development regulations. Notice of a permanent promotional vacancy shall be posted for seven (7) working days in a conspicuous place in the Authority's office. Any employee of the Authority who has completed his initial probationary period may apply in writing to the Executive Director or Board, for the position of the Executive Director, within the expiration date of such notice.
- B. Demotions Any employee will be subject to demotion under conditions as follows:
 - 1. If he/she has been found unsuited for the present position but may give satisfactory service in a lower pay position.
 - 2. If his/her position has either been abolished or reclassified to a lower paying classification and he/she cannot be transferred to a position of equal pay. It will be clearly indicated on all records that the transaction in no way reflects on the employee's performance or ability.
- C. Separations
 - 1. Resignations An employee who desires to terminate his/her employment should submit a written resignation at least two (2) weeks in advance, setting forth his/her reasons for resigning. Failure of the employee to give proper notice may result in the forfeiture of accrued vacation time up to the two (2) week notice requirement. Actual amount to be forfeited is the required two (2) weeks notice time, less the notice time actually given.

2. Dismissals An employee who gives unsatisfactory service or who is guilty of violation of regulations shall be subject to dismissal. In such cases, employees other than probationary employees should refer to the Grievance Policy (VI. K.).

Immediate dismissal may result from dishonesty, theft, willful damage to property, falsifying time cards or work records, intentional and malicious injury to other employees, gross discourtesy to tenants, clients, or guests of the Authority, or gross negligence in the performance of work. Breach of confidence, where confidential matters are an essential part of a particular position, is also grounds for immediate dismissal.

3. Reduction in Force If it is necessary to reduce personnel, the selection of employees to be retained shall be based primarily on their relative efficiency and the demands of the job. Other things being equal, length of service shall be given consideration.

At least two (2) weeks notice prior to dismissal shall be offered to an employee except for persons employed for a specific period or persons subject to immediate dismissal.

V. COMPENSATION

A. Determination of Rates

1. Executive Director The Executive Director's salary shall be determined upon review of his/her performance in a manner consistent with the Board of Commissioners' standards, goals, and objectives and in accordance with the Department of Housing and Community Development Executive Director's Salary Schedule and the Stockbridge Housing Authority's approved operating budget.
2. Other Administration The salary of administrative employees, other than the Executive Director, shall be determined upon review of the classification, performance, current salary, salary range of each of the subordinates, in accordance with the Stockbridge Housing Authority's approved operating budget and DHCD budget guidelines.
3. Maintenance Maintenance employees, whose salaries are fixed pursuant to Massachusetts General Laws, Chapter 121B, Section 29, shall receive appropriate compensation in accordance with the prevailing rates by classification as established by the Commissioner of the Department of Labor and Industries.

B. Time Issues

1. Work Week For administrative staff, the full time work week is 37.5 hours, Monday through Friday. For maintenance staff, the full time work week is 40 hours per week. Scheduling of hours within a work week may be arranged at the discretion of the Executive Director. Any work day longer than four (4) hours shall include a 15-minute break as per Department of Labor regulations. If taken, the lunch break is not a paid break.
2. Comp Time/Overtime Maintenance employees may be required on occasion to work at times other than the normal scheduled hours. Comp time is defined as the hours worked which are in excess of the normally scheduled work week. Scheduling of hours within a work week may be arranged at the discretion of Executive Director. If overtime instead of comp time is determined necessary by the Executive Director, the overtime hours worked shall be compensated for by allowing time and one half for each hour worked over forty (40) hours. If comp time is determined, employees will be compensated by equal time off.

Administrative employees, if required to work overtime, will be compensated by equal time off up to forty (40) hours, and at time and one-half over forty (40) hours. Determination of need for overtime will be made by the Executive Director.

The limit on accrual of compensatory time is twenty (20) hours and must be used within two (2) months of accrual unless there are extenuating circumstances approved by the Executive Director.

3. Payroll Period
The payroll period is Sunday to Saturday. Pay day is the Wednesday following the worked week. Earned vacation pay may be drawn on request before the employee starts vacation.
4. Time Sheets
Time sheets will be filled in daily, signed by the employee, and submitted to the Executive Director on Monday morning for approval signature. Time sheets become part of the employee's payroll records.

VI. TERMS AND CONDITIONS OF EMPLOYMENT

- A. Initial Evaluation Period All new staff will be engaged for a probationary period of six (6) months. Permanent staff transfers will be engaged for a probationary period of three (3) months. During this time, supervisors shall keep the Executive Director informed as to employee performance and shall, in the case of substandard performance, submit to the Executive Director monthly evaluations, with a corrective action plan, for each employee under their supervision. Such evaluations shall be entered as part of the employee's personnel record.

During the probationary period, the new employee shall not be eligible for employee benefits, except health insurance, if eligible, and paid holidays that fall on a scheduled work day. At the successful completion of the probationary period, the employee's permanent status shall be made retroactive to the date of employment and employment benefits shall be accrued on a retroactive basis. Transfer from probationary to permanent status shall be confirmed in writing following the end of appropriate probationary period.

In the case where any employee does not receive a positive evaluation after the probationary period, the employee may be terminated, may be offered a position within the agency with fewer responsibilities, or may have the probationary period extended for another three months. If the employee remains with the agency, he/she must be given in writing a corrective action plan (the area in which improvement is needed). Probation may not be extended for more than three months.

- B. Performance Evaluation The job performance of all staff members shall be reviewed by the appropriate supervisory personnel at least once per year (unless they have completed a probationary period within the previous 45 days.) The evaluation shall be discussed with the employee and the employee is required to sign the evaluation certifying that he/she has reviewed it. This signature does not verify an employee's agreement. The employee may submit a supplemental statement to the evaluation.

During the course of the year, as soon as the supervisor becomes aware of any serious weakness in an employee's performance, the supervisor shall discuss the performance with the employee. This shall be interpreted as a verbal warning. If the weak performance continues, the supervisor shall issue a written warning specifying the problem, develop a corrective action plan, and allow adequate time for improvement, except in cases of gross inadequacy or misconduct. If necessary, the employee may be put on probation and given a specified length of time to improve his/her performance. In such cases, a written re-evaluation must be completed by the supervisor within thirty (30) days. During the probationary period, medical benefits are maintained, but leave benefits are suspended. All evaluations shall become part of the employee's personnel file and shall be used in determining salary increases, promotions, and future references.

- C. Personnel Records The Executive Director is responsible for maintaining a personnel file for each employee. Employees have the right at a reasonable time to examine and copy the contents of their Personnel File. These records are confidential; the only people who may have access to them without a written release from the employee are:

- Members of the Board of Commissioners' Personnel Committee, in appeal/grievance cases only

- Executive Director
- Employee him/herself
- Chair of the Board of Commissioners, in the case of the Executive Director's file.

Personnel Records contain:

- Resume and/or application
- Signed receipt of Personnel Policy, Job Description, and Drug Free Workplace Policy
- Letter of employment
- W-4 Form
- I-9 Form
- Record of any changes of employee's status or wages
- Evaluations of employee, including corrective action plans and other relevant documents
- Documentation and summary of any meetings concerning employee's performance, grievance appeals, with all relevant attachments
- Information the employee has requested to be entered

D. Emergencies The Executive Director shall establish procedures for handling emergencies on weekends and during evening and holiday hours.

E. Weather Conditions In the case of bad weather, hazardous travel conditions, or unforeseen drastic situation requiring a suspension of work or closing of the office, the Executive Director or most senior supervisor may cancel a work day or close the office early with no loss of compensation.

F. Hours The Executive Director and the Board of Commissioners will establish regular hours during which the Housing Authority's office will be open for business. The Executive Director shall establish, in consultation with each employee, a work schedule to insure adequate coverage of all program components. At least one Maintenance employee shall be on the premises for a minimum of three hours Monday through Friday.

The office shall be open **Monday through Friday from 9 a.m. to 1 p.m.** and to **include** such additional hours, **offered on an appointment basis** or as is necessary to maintain the program(s). **Total scheduled office hours for residents, program participants and the general public are 20 hours per week. (BOC 10.5.2021)**

The maintenance office shall be open Monday through Friday from 8 a.m. until 4 p.m. with provisions for emergency services as needed at other times.

- G. Travel and Related Expenses Employees and/or Commissioners will be reimbursed for agency-related travel expenses, subject to budget limits and conditions of the funding agency and procedures established by the Executive Director and/or Board of Commissioners. Approval may be authorized by the Executive Director in consultation with the Chairman of the Board of Commissioners.

Reimbursable travel expenses are according to the appropriate programs, as follows:

<u>State Programs</u>		<u>Federal Programs</u>
Mileage	per most recent budget guidelines	per IRS guidelines
Tolls	"	Yes
Parking	"	Yes
Hotel/Motel	"	As approved
Telephone	"	As approved
<u>Meals</u>		
Breakfast	"	
Lunch	"	
Dinner	"	

Mileage reimbursement is made to the owner of the automobile. Mileage shall be substantiated by actual mileage records. All expenses must be verified by receipts in order to be reimbursed.

All expenses and reimbursements must be approved and signed by the Executive Director, or by a representative of the Board of Commissioners, in the case of the Executive Director.

- H. Use of Authority Equipment Authority office and maintenance equipment exists for the sole use of the agency-related business. It is not to be removed or used on-site for personal purposes.
- I. Solicitation The Stockbridge Housing Authority expressly forbids on the job solicitation of its employees by any organization, society, business, or group.
- J. Accidents and Injuries All injuries occurring in the pursuit of agency business other than minor cuts and scratches shall be reported immediately to the employee's supervisor. The supervisor must report the details of any accident to the Executive Director within eight (8) hours.
- K. Grievance Policy
1. Employees who have a complaint, misunderstanding, or any question about any matter of their employment shall seek to resolve the issue with the immediate supervisor.

2. If the grievance is not resolved, the employee shall state the grievance in writing to the Executive Director who will try to schedule a conference within three (3) working days of the receipt of the written notice. A written answer shall be given to the employee within three (3) working days of the conference.
3. If the grievance remains unresolved, it shall be brought to the Personnel Committee of the Board of Commissioners, which shall confer with the involved parties and provide a written decision within five (5) working days of the conference.
4. If the Personnel Committee is unable to arrive at a decision or if the decision is not satisfactory to one of the parties, the issue will be presented to the Board of Commissioners at its next regularly scheduled meeting. The decision of the Board of final and shall be communicated to the parties involved within five (5) working days of the Board meeting.

VII. EMPLOYEE BENEFITS

The following is a brief description of the benefits the Stockbridge Housing Authority currently provides to employees. Some of these benefits are governed by the statutes, regulations, insurance policies or other plan documents. In the event of a conflict between laws or documents and the following summary, the laws or plan documents will control.

A. Leave

1. Sick Leave

- a) Regular employees are entitled to one and one quarter (1-1/4) days of sick leave for each full calendar month of employment. Regular employees may accumulate a maximum of 120 days of sick leave, after the initial probationary period. These benefits are pro-rated according to their scheduled work week and will not exceed the total hours per week of their normal schedule.
- b) Notification of personal illness shall be given as early as possible on the first day of absence. Failure to do so may result in counting the time as absent without pay.
- c) Certification of personal illness may be required at the discretion of the Executive Director and will be required after three (3) successive days, unless waived by the Authority. If such certificate is not filed within five (5) calendar days after return to work, such absence may be considered absent without pay.
- d) Sick leave is not remunerated at termination.
- e) Part-time employees are not entitled to sick leave. At the discretion of the Executive Director, they may re-schedule hours so as to compensate for necessary sick time.

2. Vacation

- a) Regular employees may take vacation leave with pay after six (6) months of continuous employment.
 - 1) From six months to one year, regular employees may take one week of paid vacation leave.
 - 2) From the first to the fifth (5th) anniversary date of continuous employment, two (2) weeks vacation leave is granted.
 - 3) After five years but less than ten (10) years of continuous employment, three (3) weeks vacation leave is granted.
 - 4) After ten (10) years of continuous employment, four (4) weeks vacation leave is granted.
- b) Part-time employees do not receive vacation benefits.
- c) The Executive Director is charged with the responsibility to monitor vacation schedules to maintain the efficient administration and maintenance of the agency. Scheduling of vacations is granted at the discretion of the Executive Director. Vacations must be taken in the fiscal year in which they are due, and will be accumulated to the following year only with the written approval of the Executive Director, or in the case of the Executive Director, with the written approval of the Board of Commissioners. **Beginning with FY22, up to one week of vacation pay may be requested as compensation in lieu of time off. (BOC approved 11.16.2021)**
- d) Employees whose services are terminating will be paid for earned vacation time, in accordance with the provisions of IV. C. Separations.
- e) Vacation is not earned while employee is on leave.

3. Holidays Both regular and part-time employees **working more than a 15 hour work week** are entitled to the following holidays with pay:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	Juneteenth Day

If the holiday falls on a scheduled work day, both regular and part-time eligible employees working more than a **15-hour work week** will be compensated for the scheduled hours.

If the holiday falls on a non-scheduled work day regular and part time employees **working more than a 15-hour work week** will **be paid for the Holiday. However, you must work your regularly scheduled day before and day after and** if a holiday falls during an employee's vacation that day is not counted as vacation. **(BOC 10.5.2021)**

4. Personal Leave Regular and part-time employees **working more than 18.75 hours per week** are granted three (3) days of scheduled hours as paid personal leave for special religious holidays or other personal use. This leave must be taken **within the** fiscal year **it is earned** and cannot be accumulated. Use of Personal Leave will be at the discretion of the Executive Director and request must be made forty-eight (48) hours prior to use. Use of the Personal Leave by the Executive Director is at the discretion of the Board Chairperson. **(Bold Italics approved by Board 11.3.2020)**
 - 4.a **Part time employees working less than 18.75 hours per week are eligible to earn one (1) personal day per year of service up to a total of five (5) paid personal days. (BOC 10.5.2021)**
5. Bereavement Funeral leave of three (3) working days will be granted without loss of pay to regular and part-time employees who have had a death in their immediate family. For the purpose of this paragraph, immediate family will include spouse, children, stepchildren, parents, stepparents, siblings, stepsiblings, mother-in-law, father-in-law, grandparents, or grandchildren.
6. Military
 - a) A military leave of absence without compensation will be granted to any employee called to active duty with the United States Armed Forces.
 - b) An employee who is a member of the National Guard or in active military reserve unit and who serves an annual tour of duty shall be paid the difference of pay received for ten (10) days of military service after having sent a copy of orders for training to the Executive Director. Any time taken in excess of ten (10) working days will be charged either against the employee's vacation leave or taken as leave without pay depending on the employee's arrangement with the Executive Director.
7. Jury Duty Both regular and part-time employees who is required to serve on any court, Federal or Grand Jury, shall be compensated at a rate equal to the difference between the per diem compensation as a juror and the regular salary, subject to the following provisions:
 - a) The employee notifies the Executive Director within forty-eight (48) hours of the receipt of the notice of selection for jury duty.
 - b) The employee furnishes documentation of date and time served and the amount of pay received.
8. Leave of Absence A Leave of Absence is defined as an unpaid and temporary leave from the position currently held by the requester and

must have a definite time limit specified. It is available to Regular Employees only.

- a) Leave of Absence must be approved by a majority of the Board of Commissioners in a written agreement, which shall be binding on both parties.
 - b) Regular employees employed for more than three months or less than one year, may be granted extended medical leave for up to one month without pay, at the discretion of the Board of Commissioners.
 - c) Regular employees employed for more than one year may be granted extended medical leave without pay for a maximum of two months, at the discretion of the Board of Commissioners.
 - d) Upon completion of the original time limit, a leave of absence may be extended at the request of the employee and with approval of a majority of the Board of Commissioners.
 - e) Other leave benefits do not accrue during leave of absence.
9. Family and Medical Leave/Small Necessities Leave Act The federal law, the Family and Medical Leave Act (FMLA), provides eligible employees up to twelve weeks of leave per year for the following reasons: (1) to care for the employee's child after birth or placement for adoption or foster care; (2) to care for the employee's spouse, child or parent with a "serious health condition"; and (3) for a "serious health condition" of the employee, if the employee is unable to perform his/her job.

The state law, the Small Necessities Leave Act (SNLA), has the same definitions (i.e. eligibility requirements) as FMLA, and allows twenty four hours leave per year for the following reasons: (1) to participate in school, Head Start, and day care activities directly related to the educational advancement of the employee's child; (2) to accompany the employee's children to regular medical or dental appointments; and (3) to accompany an elderly relative to regular medical, dental or other appointments relating to professional care of the relative.

B. Fringe Benefits

1. Retirement

- a. All employees working twenty (20) hours or more are covered by the Berkshire County Retirement System. This plan is mandatory and payments are made according to the formula established by the Retirement Board.
- b. Employees working less than twenty (20) hours ***must be enrolled in the Massachusetts Deferred Compensation SMART Plan-Mandatory OBRA. Governmental 457 (b) Plan. (BOC 10.5.2021)***

2. Workers' Compensation All employees are covered for accidents while on the job, under the Workmen's Compensation Act of Massachusetts.
3. Health Insurance All employees working at least eighteen and three-quarters hours (18-3/4) are eligible to be insured under the Group Insurance Commission and shall pay the portion of the premium according to the formula established by the Group Insurance Commission.
An eligible employee that is already covered by health insurance may waive health benefits from the SHA in lieu of a \$1,000 payment, which will be pro-rated to the time employed, and will be paid after it is earned.
4. Medicare Insurance All employees hired after 1988 must pay Medicare insurance.
5. Disability Insurance All employees working at least eighteen and three-quarters hours (18-3/4) are eligible to be insured under the Group Insurance Commission and shall pay the portion of the premium according to the formula established by the Group Insurance Commission.
6. Life Insurance All employees working at least eighteen and three-quarters hours (18-3/4) are eligible to be insured under the Group Insurance Commission and shall pay the portion of the premium according to the formula established by the Group Insurance Commission.
7. Deferred Compensation ***If offered***, all regular employees have the option of joining a deferred compensation plan on a payroll deduction basis.
(BOC 10.5.2021)

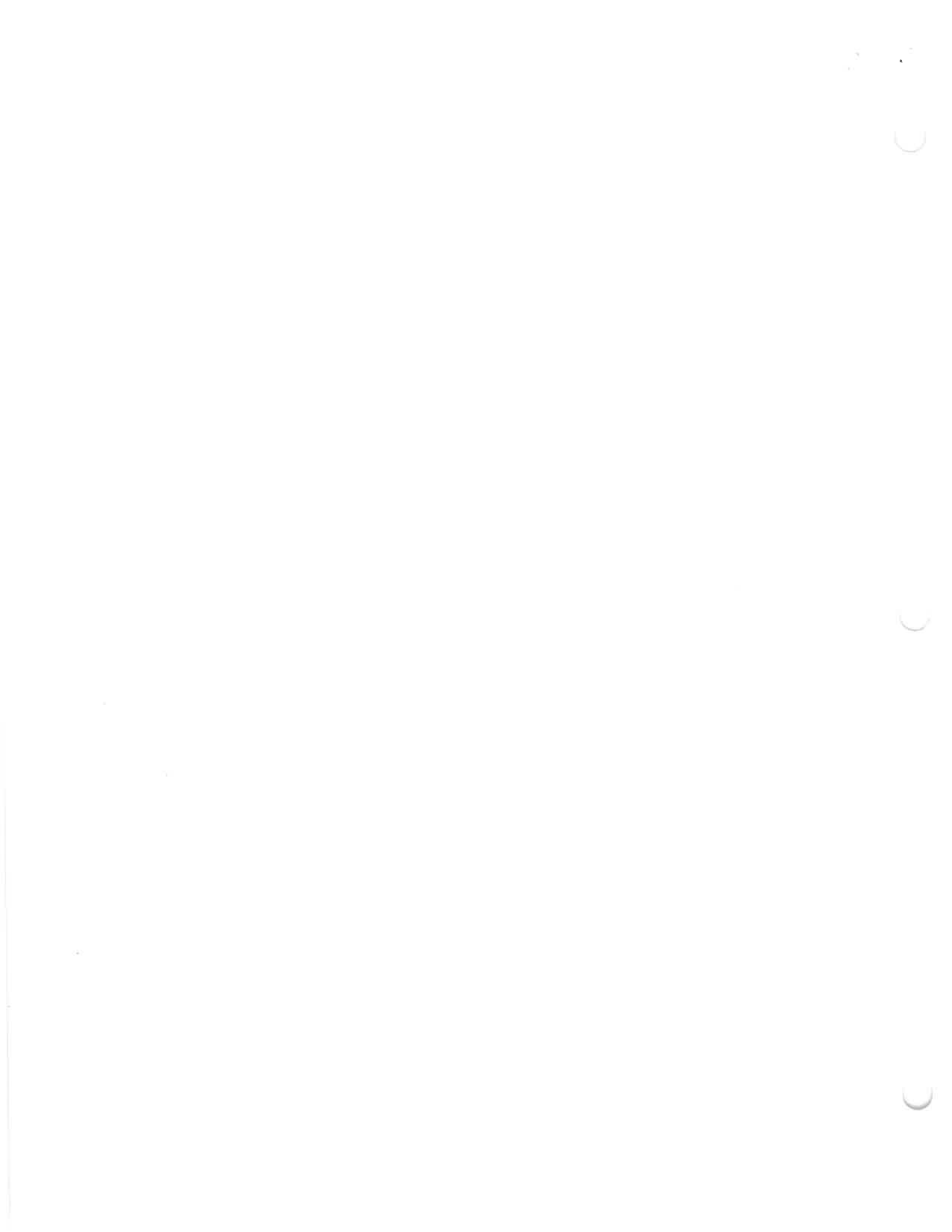
Notwithstanding the foregoing, all state, federal, and local regulations and laws take precedence.

**AMENDMENT 1
to
PERSONNEL POLICY**

TELECOMMUTING

Excerpt from minutes of 1/5/2010 SHA Board of Commissioners meeting:

Ken Shearn moved to amend the Personnel Policy to state that working outside of the office is acceptable when deemed necessary and appropriate by the Executive Director and approved by the board. Frances Antoniazzi seconded the motion. Approved: 5-0.



STOCKBRIDGE HOUSING AUTHORITY PROCUREMENT POLICY

The objective of this Procurement Policy is to secure quality goods and services while promoting fair competition and competitive pricing.

The Stockbridge Housing Authority's Executive Director will act as Chief Procurement Officer (CPO).

The CPO is responsible for the procurement of supplies and services on behalf of the Stockbridge Housing Authority pursuant to Massachusetts General Laws, Chapter 30B.

Approved by the Stockbridge Housing Authority Board of Commissioners on December 1, 2015.

STOCKBRIDGE HOUSING AUTHORITY

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RENT COLLECTION POLICY

Rents shall be paid in advance or on the first day of each month. SHA Administrative Staff is responsible for monitoring the Account Receivables, for posting and applying payments to the Tenant's ledger as they are received. The Tenant is responsible for the timely payment of rent, for contacting the SHA Administrative Office to discuss late rent, and for making appropriate payment arrangements.

Procedure:

- 1) Calendar Day 1 through 7: Rent is due for the current month and is considered paid on time if received within this time frame.
- 2) Calendar Day 8: If rent is outstanding for the current month, the DHCD Notice to Discuss Late Rent (see Attachment A) is sent to the Tenant. This is sent to tenants that are not habitually late. If the Tenant is habitually late, proceed to #3 below.
- 3) Calendar Day 15: If rent remains outstanding, the Executive Director or Administrative Assistant delivers a 14-Day Notice to Quit and a Certificate of Service to the Tenant with a witness (See Attachment B). This action initiates Tenant eviction proceedings. The Tenant has 14 calendar days to pay in full.
- 4) Calendar Day 29: If rent remains outstanding, a Summary Process and Complaint may be completed by the Director and mailed to the Berkshire County Sheriff's office in Pittsfield along with a copy of the 14-Day Notice with the Certificate of Service. The Sheriff will serve the notices and send the Summary Process and complaint to the SHA Administrative Office. This is filed at housing court.
- 5) Calendar Day 30: If rent remains outstanding, the SHA may charge Tenant interest in an amount not to exceed 1 ½% per month or such limit as allowed under state law. By charging interest for late payment of rent the SHA shall not have excused Tenant's breach of obligation to pay rent, and the SHA shall retain the 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.
- 6) If rent is not received by the last day of the month, a \$25 late charge will be assessed to the Tenant's account on the first day of the next month. If the Tenant has requested payment arrangements, the \$25 late fee may be waived at the Executive Director's discretion.
- 7) The Executive Director has the discretion to enter into a payment plan at any time during this process (See Attachment C).



STOCKBRIDGE HOUSING AUTHORITY

PO Box 419, 5 PINE STREET
STOCKBRIDGE MA 01262

PH: 413-298-3222 FAX: 413-298-3844
EMAIL: STOCKBRIDGEHOUSING@ROADRUNNER.COM

Date

Tenant Name
Tenant Address
Tenant Address

Opportunity to Discuss Late Payment of Rent

Dear

Your lease requires you to make timely lease payment no later than the seventh day of each month. Your rent is currently late.

Under the State's Regulation, 760 CMR 6.04(3a), the Housing Authority is required to give you an opportunity to discuss any reason for late payment of rent prior to initiation of eviction proceedings. If you care to take advantage of this opportunity, you may call me at 298-3222 to arrange for an appointment to come in to the office or stop by Monday through Friday between the hours of 9:00 a.m. and 2:00 p.m.

Be advised that we are required to offer you this opportunity if you had not had such an opportunity during the last six months and you are not a habitual late payer.

Yours truly,

Andrea Lindsay
Executive Director



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Stockbridge MA 01262

PH: 413-298-3222 Fax: 413-298-3844
EMAIL: STOCKBRIDGEHOUSING@ROADRUNNER.COM

Date

Tenant Name
Tenant Address
Tenant Address

14-DAY NOTICE TO QUIT NOTICE OF TERMINATION FOR NON-PAYMENT OF RENT

Dear

It is the intent of the Stockbridge Housing Authority to terminate your tenancy for non-payment of rent. The amount of rent currently owed is \$_____.

You are hereby notified to quit, vacate, and deliver up the premises located at 5 Pine Street, Apartment _____, Stockbridge MA 01262 fourteen (14) days from receipt of this notice. If you fail to leave the premises within fourteen days, we will go to court and seek permission to evict you. In court, you may present any legal defenses you might have in person or by an attorney.

In accordance with your lease, you must continue to pay rent until you vacate your apartment. We will accept any payments made by you after this notice is given for use and occupancy only and with the reservation of our right to enforce this notice to quit or to pursue any eviction proceedings based on it. Such notice will not create a new tenancy with you.

Further, any annual or interim recertification or rent re-determination, lease addendum, lease modification or other action undertaken by us in conformance with the lease, state regulations or any other requirements is done without waiving any rights under this notice to quit or any eviction proceedings based on it, and with the reservation of our right to enforce this notice to quit or to pursue any eviction proceedings based on it. Such action will not reinstate your tenancy or create a new tenancy with you.

You do not have a right to a grievance hearing; however, you may contact the authority to further discuss the reasons for termination and whether termination may be avoided.

You may prevent termination of your tenancy by paying the full amount of rent owed before the expiration of this Notice. Once this Notice expires, and a Summary Process Summons & Complaint has been served, you may prevent termination of your tenancy by paying the full amount owed *plus costs* before your Answer is due in the eviction proceeding which we intend to file against you.

You may represent yourself and/or be represented by someone you authorize at any hearings or conferences. The nearest legal services office is Western Mass Legal Services, 152 North Street, Pittsfield MA 01201, 1-800-639-1506.

Yours truly,

Andrea Lindsay
Executive Director



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STOCKBRIDGE HOUSING AUTHORITY

PO Box 419, 5 PINE STREET
STOCKBRIDGE MA 01262

PH: 413-298-3222 Fax: 413-298-3844
EMAIL: STOCKBRIDGEHA@GMAIL.COM

PAYMENT AGREEMENT

THE UNDERSIGNED PARTIES HEREBY AGREE TO THE FOLLOWING FACTS AS A RESOLUTION TO THE EVICTION CASE:

1. The agreed upon rent for the unit is \$_____ per month, but the parties also agree that the tenant's rent is subject to change pursuant to DHCD regulations.
2. The tenant owes \$_____ for past due rent, plus \$_____ in court costs and sheriff fees.
3. The tenant shall pay the balance owed of \$_____ in full by _____ by paying the minimum of \$_____ each month beginning _____ and each month thereafter.
4. Starting _____, the tenant will pay the current month's rent by the 5th day of the month.

Signed and dated by Landlord

Signed and dated by Tenant

Andrea Lindsay, Executive Director
Stockbridge Housing Authority

(Typed Tenant Name)

Copies (given) (mailed) to the parties on _____.



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