

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: <u>Housing Authority of Cambridge</u> PHA Code: <u>MD-010</u> PHA Type: <input checked="" type="checkbox"/> Small Troubled <input type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>01/2011</u>					
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>190</u> Number of HCV units: <u>0</u>					
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only					
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)					
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
					PH	HCV
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.					
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:					
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.					
6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: Dwelling Lease, ACOP, Transfer Policy, Equipment Policy, Section 3 Policy Manual, By-Laws, Vehicle Policy, Check Signing Policy, EIV Policy, Revised Rent Policy, Sex Offenders Policy, Security Safety Policy, Petty Cash Policy, Screening Procedure Policy, Write off Policy, and Eviction Policy (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. Housing Authority of Cambridge Administrative Office – 700 Weaver Avenue – Cambridge, Maryland 21613					
7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i>					
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.					
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.					
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.					
8.3	Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.					

9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. City of Cambridge Consolidated Plan was presented by City on November 15, 2010 for public comment.</p>
9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p>
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" Substantial Deviation from the 5 -Year Plan – Changes to approve CFP item which will result in a difference of 40% on any budget line item Significant Amendment or Modification to the Annual Plan – Changes to Admissions and Occupancy Policy, Dwelling Lease, additions of non-emergency work terms, not currently approved in Annual Plan</p>
11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. RAB comments were sent originally, no comments made to change Annual Plan presented. RAB approved 2011 Agency Plan. Minutes attached again.</p> <p>(g) Challenged Elements – No challenged elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

Instructions form HUD-50075

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

1.0 PHA Information

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

2.0 Inventory

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

3.0 Submission Type

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

4.0 PHA Consortia

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

5.0 Five-Year Plan

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

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

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

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

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

PHA Plan Elements. (24 CFR 903.7)

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

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

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

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

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

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

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

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

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

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

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

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

8.2 Capital Fund Program Five-Year Action Plan

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

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

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

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

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

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

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

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

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

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

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

Housing Goals

The Authority's goal was to reduce turnover time for vacated public housing units and reduce time to renovate public housing units. Per our records we have reduced the average unit turnaround days.

Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

**Housing Needs of Families in the Jurisdiction
by Family Type**

Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location
Income <= 30% of AMI	5	5	1	3	3	1	1
Income >30% but <=50% of AMI	5	5	1	3	3	1	1
Income >50% but <80% of AMI	5	3	1	3	3	1	1
Elderly	5	5	1	3	3	1	1
Families with Disabilities	5	3	3	3	5	5	1
Black/African American	5	5	1	3	5	1	1
White	1	1	1	3	3	1	1
Asian	1	3	1	3	3	1	1
Hispanic or Latino	5	3	1	3	3	1	1

U. S. Census data: **2009 Population Estimates and Census Summaries**

9.0 Housing Needs

Housing Needs of Families on the PHA's Waiting Lists			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	61		10
Extremely low income <=30% AMI	47	77%	
Very low income (>30% but <=50% AMI)	10	16%	
Low income (>50% but <80% AMI)	4	7%	
Families with children	42	69%	
Elderly families	6	3%	
Families with Disabilities	0	0%	
Race/ethnicity White	1	1%	
Race/ethnicity Black	58	95%	
Race/ethnicity A.In/A.Na	2	3%	
Race/ethnicity Asian	0	0%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	12	20%	0
2 BR	27	44%	0
3 BR	15	25%	0
4 BR	6	10%	1
5 BR	1	2%	0
5+ BR	0	0	0
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed?			
<input type="checkbox"/> No <input type="checkbox"/> Yes			

Most of our move-ins this year have been transfers. In the past years, we moved in a lot of people from our waiting list. After revising our transfer policy we had to start transferring our residents to address the over housing within the two developments.

Housing Strategies

This authority continues to strive to reduce turnover time for vacated public housing units and reduce time to renovate public housing units thereby qualified applicants from Cambridge and the jurisdiction we serve can be moved from the waiting list into public housing. Additionally as developers inform us of available units, the authority staff places on its bulleting board, which is accessible to the public, the notice that housing units are available in the area.

**Housing Authority of Cambridge
700 Weaver Avenue
Cambridge, Maryland**

**ADMISSIONS AND OCCUPANCY POLICY
AND
GRIEVANCE PROCEDURE**

(Revised: October, 2010)

**Housing Authority of Cambridge
Admissions and Occupancy Policy
Low Rent Public Housing**

SECTION I	CONDITIONS GOVERNING ELIGIBILITY
SECTION II	APPLYING FOR ADMISSION
SECTION III	LESSEE SELECTION
SECTION IV	ELIGIBILITY FOR CONTINUED OCCUPANCY
SECTION V	RENTS
SECTION VI	SECURITY DEPOSITS
SECTION VII	OCCUPANCY STANDARDS
SECTION VIII	LEASING OF DWELLING UNITS
SECTION IX	REGULAR RE-EXAMINATION OF LESSEES
SECTION X	SPECIAL RE-EXAMINATION OF LESSEES
SECTION XI	INTERIM ADJUSTMENTS OF RENT
SECTION XII	EVICCTIONS
SECTION XIII	PETS
SECTION XIV	DEFINITIONS
SECTION XV	GRIEVANCE PROCEDURE
SECTION XVI	NONDISCRIMINATION POLICY

I CONDITIONS GOVERNING ELIGIBILITY

A. Eligibility for Admissions: The Lessor of Cambridge will admit as Lessees of low-rent apartments applicants who, at the time of admission, meet all of the following requirements (and any others that may be required by HUD Handbook 6465,1 REV, The Public Housing Occupancy Handbook & 24CFR 913, 960.205 and 960.206, et al.):

- 1. Who qualify as a family (see definitions);**
- 2. Whose gross family income does not exceed the applicable income limits for admission;**
- 3. Who owe no rent or other amounts to the Lessor of Cambridge or to another Lessor in connection with Section 8 or Public Housing assistance under the United States Housing Act of 1937;**
- 4. Who have not committed fraud in connection with any Federal Housing Assistance Program;**
- 5. Who have no record of being unsatisfactory public housing Lessees or have not been evicted from public housing or any Section 8 program because of drug-related criminal activity for a three-year period beginning on the date of such eviction;**

The Lessor can waive this requirement if:

The person demonstrates successful completion of a rehabilitation program by the Lessor or,

The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

- 6. Whose conduct in present or prior housing has been such as would not likely interfere with other Lessees in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare, or to affect adversely the social or physical environment or financial stability of the Lessor if the Applicant were admitted to the Lessor. Relevant information respecting habits or practices to be considered may include, but is not limited to:**
 - a. Applicant's past performance in meeting financial obligations, especially rent;**
 - b. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which would adversely affect the health, safety or welfare of the Lessor's Lessees (to determine this, the Lessor may make home visits); or**
 - c. A history of criminal activity involving crimes of physical violence to persons or property and other criminal acts, which would adversely affect the safety or welfare of the Lessor's Lessees.**
 - d. A criminal record will be obtained for all applicants. If denial is based on criminal record, the Lessor must provide applicant with a**

copy of criminal record and an informal opportunity to dispute the accuracy and relevance of that record.

- e. Certification by Head of Household that all minors (under age 18), and themselves have not used illegal drugs for at least 30 days. Each family member over age 18 must also certify to the above.
 - f. Where the Lessor determines that there is reasonable cause to believe that the person's pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Lessees.
7. Who are current applicants on the waiting list. Applications will be maintained on the waiting list by bedroom size only. No distinction for individual sites will be made.
- The Lessor will offer an applicant at least two (2) suitable units before putting the applicant's name on the bottom of the waiting list. The first offer must be rejected before the second offer can be made.
- The Lessor will maintain a record of units offered, including location, date, and circumstances of each offer, and each rejection. The Lessor will note the reason for any rejection.
8. Who are United States citizens or aliens lawfully residing in the United States.
9. Who have not engaged in drug-related or criminal activity. For the purposes of this section:
- a. Drug-related criminal activity means one of the following:
 - (1. The manufacture, sale, or distribution, or possession with intent to manufacture, sell or distribute a controlled substance or methamphetamine,
 - (2. The use or possession (other than with intent to manufacture, sell or distribute), of a controlled substance or paraphernalia.
 - b. Criminal activity includes any misdemeanor or felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.
 - c. To refrain from any activity defined as a sex offense under the Annotated Code of Maryland. The Housing Authority of Cambridge has a policy of exclusion of lifetime sex offender registrants, either as Lessees or household members.
10. This Lessor, who owns or operates fewer than two hundred fifty (250) units, may house any over-income family on a month-to-month basis if;
- a. There are no eligible families on the waiting list; or
 - b. There are no eligible families applying for assistance in that month.
 - c. Before offering the unit to an over-income family, the Lessor will have publicized the availability of the unit for eligible families,

including publishing a thirty (30) day notice in one newspaper of general circulation;

- d. The over-income family rents the unit on a month-to-month basis for a rent charge that is not less than the cost to operate the unit;
- e. The Lessor will give the over-income family notice to vacate the unit when the unit is needed for an eligible family, and this notice is given at least thirty (30) days before the over-income family is to vacate.

B. Verification of Information:

1. All information from each Applicant must be certified to be true, signed by the Applicant and verified by the Lessor. False information shall be grounds for rejecting an Applicant.

Each Applicant shall execute appropriate releases permitting the Lessor to obtain information from the sources listed in Paragraph 2. below. Any information relative to the acceptance or rejection of an Applicant shall be documented and placed in the Applicant's file. Such information may include reports of interviews, letters or telephone conversations between the Lessor and the source of information, including the name and title of the individual contacted, and a summary of the information received.

2. Sources of information may include, but are not limited to, the Applicant (by means of interview and/or home visits), landlords, employers, credit bureaus, family, social workers, parole officers, court records, drug treatment centers, clinics, physicians, schools, or police departments, where warranted by particular circumstances.
3. Income verification must be current within 60 days before admission.
4. The LESSOR will verify information through the four methods of verification acceptable to HUD in the following order:

1. **Third-Party Written:** The Lessor's first choice is a written third party verification to substantiate claims made by an applicant or resident.
2. **Third-Party Oral:** The Lessor may also use telephone verifications.
3. **Review of Documents:** The Lessor will review documents, when relevant, to substantiate the claim of an applicant or resident.
4. **Family Certification:** A notarized family certification will be accepted when no other form of verification is available.

If third party verification is not received directly from the source, Lessor staff will document the file as to why third party verification was impossible to obtain and another method was used (such as reviewing documents families provide.) (See Chapter on Applying for Admission.)

The Lessor will not delay the processing of an application beyond two weeks because a third party information provider does not return the verification in a timely manner.

For applicants, verifications may not be more than 6 months old at the time of a unit offer. For tenants, they are valid for 10 from date of receipt.

Regardless of these timeframes, Criminal History Reports will be useable as a valid verification for no longer than 60 calendar days.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within two weeks, the Lessor will utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

The Lessor will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- * Printed wage stubs**
- * Computer printouts from the employer**
- * Signed letters (provided that the information is notarized)**

The Lessor will accept faxed documents.

The Lessor will accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the Lessor will utilize the third party verification.

Self-certification/Self-declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit self-certification.

Self certification means affidavit/certification/statement under penalty of perjury.

5. Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the Lessor hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

Eligible Immigrants who are 62 or over are required to sign a declaration of eligible immigration status and provide proof of age.

Noncitizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The Lessor verifies the status through the INS SAVE system. If this primary verification fails to verify status, the Lessor must request within ten days that the INS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.

Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.

Failure to Provide. If an applicant or tenant family member fails to sign required declarations and consent forms or provide documents, as required they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For tenant families, it is done at the first regular

recertification after June 19, 1995. Lessor's that previously elected to "opt out" must immediately commence verification of families for whom eligibility status has not been undertaken. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial Lessor does not supply the documents, the Lessor must conduct the determination.

Extensions of Time to Provide Documents. The Lessor will not grant an extension of 30 days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

The LESSOR will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

Verification of Social Security Numbers

Social security numbers must be provided as a condition of eligibility for all family members six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration.

If a family member cannot produce a Social Security Card, only the documents listed below showing his/her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

**A valid driver's license
Identification card issued by a Federal, State or local agency
Identification card issued by a medical insurance company or provider
(including Medicare and Medicaid)**

An identification card issued by an employer or trade union

**An identification card issued by a medical insurance company
Verification of benefits or SSN from Social Security Administration**

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the Lessor.

If an applicant or tenant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or tenant must sign a certification to that effect provided by the Lessor. The applicant/tenant or family member will have an additional 60 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's tenancy will be terminated.

In the case of an individual at least 62 years of age, the Lessor may grant an extension for an additional 45 days up to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's tenancy will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

C. Notification of Applicant: Each Applicant shall be promptly notified by the Lessor, in writing of their eligibility. Ineligible or rejected Applicants will be advised as to the reasons, and of his right, upon his request within thirty (30) days of the dated of such written notice, to an informal hearing regarding the Lessor's determination in order to make a reply or explanation. Those determined to be eligible will be advised the approximate date that the family would be offered a unit.

II APPLYING FOR ADMISSION

A. HOW TO APPLY

The Housing Authority of Cambridge will update its waiting list of applicants for dwelling units annually during the month of June. All applications/updates must be completed online. Applicants are required to return the signature page of an application or the update to the Housing Authority of Cambridge within 10 days.

1. Applicants with less than one (1) year on the waiting list will not required to complete an “Up-date Application Form:.
2. All applicants on the waiting list for one (1) year or more will be sent, to the address on file, a written request to update their application.
3. Should an applicant’s information prior to the request for the update of the application, it shall be responsibility of the applicant to make all changes on the online application.
4. All signatures pages not returned to the office of the Housing Authority of Cambridge in the time frame specified, ten (10) days will be removed from the waiting list.

Applications will be accepted at a central location for all waiting lists.

The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as a preapplication). This first phase is to determine the family’s eligibility for, and placement on, the waiting list.
The preapplication will be dated, time-stamped, **after the signature page is mailed or hand delivered** to the Lessor’s office where tenant selection and assignment is processed.
2. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the Lessor ensures that verification of all HUD and Lessor eligibility factors is current in order to determine the family’s eligibility for an offer of a suitable unit.

B. "INITIAL" APPLICATION PROCEDURES

The Lessor will utilize a preliminary-application form (pre-application) for the initial application for public housing. The application is taken **from the website**. The purpose of the preapplication is to permit the Lessor to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The preapplication will contain questions designed to obtain the following information:

- Names of head and spouse
- Names of adult members and age of all members
- Number of family members (used to estimate bedroom size needed)
- Street address and phone numbers
- Mailing address (if PO Box or other permanent address)
- Annual income
- Source(s) of income received by household members to determine preference qualification
- Sufficient additional information to determine preference qualification
- Information regarding request for reasonable accommodation or for accessible unit
- Social Security Numbers
- Race/ethnicity

Arrests/Convictions for Drug Related or Violent Criminal Activity
Previous address(es)
Names and addresses of current and previous landlords
Emergency contact person and address
Questions regarding previous participation in HUD programs
Duplicate applications, including applications from a segment of an applicant household, will not be accepted.
Preapplications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are requested to inform **make all changes on the online application and mail or hand deliver a new signature page within ten (10) days.** Applicants with a family composition change which requires a new bedroom size **will remain the same as their original application date.** Applicants are also required to respond to requests from the Lessor to update information on their application, or to determine their continued interest in assistance.
Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list. (See Chapter on Complaints, Grievances and Appeals.)

C. NOTIFICATION OF APPLICANT STATUS

If after a review of the preapplication the family is determined to be preliminarily eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation).

This written notification of preliminary eligibility will be mailed to the applicant. If the family is determined to be ineligible based on the information provided in the preapplication, the Lessor will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. See Chapter on "Complaints, Grievances and Appeals."

D. COMPLETION OF A FULL APPLICATION

The application will contain questions designed to obtain the following information:

- Names of head and spouse
- Names of adult members and age of all members
- Number of family members (used to estimate bedroom size needed)
- Street address and phone numbers
- Mailing address (if PO Box or other permanent address)
- Annual income
- Source(s) of income received by household members to determine preference qualification
- Sufficient additional information to determine preference qualification
- Information regarding request for reasonable accommodation or for accessible unit

Social Security Numbers
Race/ethnicity
Arrests/Convictions for Drug Related or Violent Criminal Activity
Previous addresses
Names and addresses of current and previous landlords
Emergency contact person and address
Questions regarding previous participation in HUD programs

All preferences claimed on the application or while the family is on the waiting list will be verified:

After the family is selected from the waiting list, and prior to completing the final eligibility determination.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

Applicants on the waiting list who will be selected in the near future will be sent an eligibility appointment letter (see Chapter on Tenant Selection and Assignment Plan). The letter will request the applicant to call to make an appointment for an application interview and request the applicant to bring all documents which verify all factors to be verified. Factors to be verified will be listed in the letter. These documents will be used for verification only if third party verification cannot be obtained.

The full application will be completed when the applicant attends the interview.

Requirement to Attend Interview

The Lessor utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other Lessor services or programs which may be available.

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.

The head and spouse are both required to attend the interview.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 5 working days to review the information and to certify by signature that all of the information is complete and accurate.

It is the applicant's responsibility to reschedule the interview if s/he misses the appointment. If the applicant does not reschedule or misses two scheduled meeting(s), the Lessor will reject the application.

If an applicant fails to appear for a pre-scheduled appointment, the Lessor will automatically schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied.

If an applicant fails to appear for their interview without prior approval of the Lessor, their application will be denied unless they can provide acceptable documentation to the Lessor that an emergency prevented them from calling. Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (See Chapter on Complaints, Grievances and Appeals.)

All adult members, and head of household and spouse regardless of age, must sign form HUD-9886, "Release of Information," the declarations and consents related to citizenship/immigration status and any other documents required by the Lessor. Applicants will be required to sign specific verification forms for information that is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and releases as required by the Lessor.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to eligibility and rent calculation.

If the Lessor determines at or after the interview that additional information or document(s) are needed, the Lessor will request the document(s) or information in writing. The family will be given 5 working days to supply the information.

If the information is not supplied in this time period, the Lessor will provide the family a notification of denial for assistance. (See Chapter on Complaints, Grievances and Appeals.)

E. PROCESSING APPLICATIONS

As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to the Lessor's housing:

- Preference verification
- Family composition and type (elderly/non elderly)
- Annual Income
- Assets and Asset Income
- Deductions from Annual Income
- Social Security Numbers of all family members
- Information used in applicant screening
- Citizenship or eligible immigration status
- Criminal History Report

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the Lessor will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the Lessor, and the tenant suitability determination (see Chapter on Eligibility for Admission).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.

Any time after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within 10 days of the change. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for informal hearing.

III LESSEE SELECTION

A. The Lessor will select no less than 40% of all new public housing admissions from applicants whose income is less than, or equal to, 30% of the local median income. The purpose of this is to achieve deconcentration of poverty and a greater range of incomes within each development. If necessary and financially feasible, the Lessor may offer incentives to encourage higher income families to reside in public housing. Units are to be occupied by the groups for which they were designed, i.e., elderly units to be occupied by elderly households.

B. Applicants will be screened by the Lessor and members of the Lessees' Council Executive Board. This Board, which is made up of Lessor Lessees, and have been selected by Lessees, must comply with privacy laws and other legal standards. The Lessor will deny admission to an applicant who:

- 1. Has a recent history of criminal activity involving crimes to persons or property and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other Lessees;**
- 2. Is subject to (or any member of the household is subject to) a lifetime registration requirement under a state sex offender registration program;**
- 3. Was evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity;**
- 4. The Lessor determines is illegally using a controlled substance; or**
- 5. The Lessor has reasonable cause to believe illegally uses a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Lessees;**
- 6. The Lessor believes would be unable to manage a household or comply with the conditions of the Lease.**

C. In the filling of a vacant unit, priority will be given to Lessee families of the Lessor waiting list for a transfer, unless it is determined that such a transfer would not be in the best interest of the Lessee and/or Lessor.

- a. Residents will be offered two (2) unit request before moving to next resident unless it is an emergency.

D. Local Preference: Local preference for selection from the waiting list will be based on the following:

Priority in selection will be given to:

PREFERENCES	WEIGHT
1. Working Families in Cambridge/Dorchester County	10
2. Graduate/Participant JTPA	5
3. AFDC/TANF/Welfare	3
4. Elderly/Disable	3
5. Living in Cambridge/Dorchester County	1
6. All other unearned income	1

E. No preference will be given to victims of domestic violence. Should a victim of domestic violence be selected by other criteria, the applicant certifies that the person who engaged in such violence will not reside with the applicant family unless the Lessor has given advance written approval. If the family is admitted, the Lessor may deny or terminate assistance to the family for breach of this certification.

F. The Lessor may choose to house families that are not eligible on the basis of their income at the time that they move in. The Lessor may house police officer(s) in a public housing unit in order to increase Lessor security.

IV ELIGIBILITY FOR CONTINUED OCCUPANCY ONLY THOSE LESSEES MEETING ALL OF THE FOLLOWING WILL BE CONSIDERED FOR CONTINUED OCCUPANCY:

A. Those who qualify as a family

B. Those who have met all lease provisions, including the provision that all public housing Lessees 18 years or older are required to spend eight (8) hours each month engaged in community service or participating in a self-sufficiency program(24CFR960.600(f). The Lease will not be renewed if the community service requirements have not been satisfied by the household. The Lessor will determine compliance every 30 days before the end of each month.

a. Exemptions to this requirement include:

- 1. Those 62 years of age or over;**

- 2. Blind or disabled individuals or their caretakers. Persons eligible for a disability deduction are not automatically exempted from the community requirement. A person is exempt only to the extent that the disability makes the person “unable to comply”;**
- 3. Those who are working;**
- 4. Those exempted from State work programs; including welfare to work programs; or**
- 5. Those families in compliance with and receiving assistance from a State-funded work program, including welfare to work programs.**

C. Those who are physically and mentally able to care for the Lessee Family and the unit. If a Head of Household shall be given a 30-day notice to vacate with the provision that should the Head of Household return to the unit before the end of the 30-day period, the notice to vacate will be dropped. A Head of Household who vacates under these circumstances shall be given preference for the first unit of appropriate size if that person becomes physically and mentally able to return. (In such a case, the Head of Household may be required, at their expense, to have a qualified physician complete a certificate of health before they can be allowed continued occupancy.)

V RENTS

A. Rents charged will comply with Federal Regulations. Rents are based on income.

- 1. The following deductions to income are to be applied as noted.**
 - a. \$400 for any elderly or disabled person;**
 - b. unreimbursed medical expenses for elderly or disabled person, unreimbursed cost of attendant care and necessary apparatus for handicapped family members when these are purchased to let another member work (The deduction is limited to the extent that the expenses exceed 3% of a family’s annual family income);**
 - c. reasonable childcare expenses when the care allows a family member to be employed or further their education;**
 - d. \$480 for each member of household who is under 18 or who is a full-time student attending school or vocational training or who is disabled; and**
 - e. Earned income of a person under 18 who is not the head of household or his or her spouse?**

B. The Lessor will not raise a family's rent for twelve months because of increased income that is received when:

- 1. A family member becomes employed after being unemployed for at least one year; previously unemployed includes a person who has earned, in the previous twelve months, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.**
- 2. Earned income increases during participation in a family self-sufficiency or job training program; or**
- 3. Earned income increases for a family who is or was, within the last six months assisted by Temporary Cash Assistance (TCA).**
- 4. Also, after the first twelve-month period has ended, rent can increase only 50% of the full increase for the next twelve months.**

C. If a family's income is reduced because of a sanction imposed by a state-funded assistance program or because of fraud, the Lessor will not reduce the family's rent during the period of income reduction. In either case, if a family is adversely affected as described in this section, the family must be advised that they have a right to a grievance hearing. The Lessor will lower a family's rent when income is reduced because the lifetime limits on benefits has expired, despite compliance with work requirements.

D. Non-payment of excess utility charge payments to the Lessor is a violation of the lease and is grounds for eviction.

E. Reasonable Accommodations Policy: The Housing Authority of Cambridge administers 190 public housing family units. The authority is not permitted to discriminate against applicants/residents on the basis of their race, religion, sex, color, national origin, age disability or familial status. In addition, the Housing Authority of Cambridge has a legal obligation to provide "reasonable accommodations" to applicants/residents if they or any family members have a disability. A reasonable accommodation is some modification or change that otherwise eligible applicant/residents with a disability to take advantage of the authority's programs. All requests for special accommodation MUST and WILL be verified. Examples of reasonable accommodations the authority will provide include but are not limited to:

- Making alterations to a Authority unit so it could be used by a family member with a wheelchair;**
- Adding or altering unit features so they may be used by a family member with a disability;**
- Permitting an outside agency or individual to assist an**

applicant/resident with a disability to meet the Housing Authority's of Cambridge applicant screening criteria or recertification

An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able to pay rent, to care for their apartment, to report required information to the Housing Authority, to avoid disturbing their neighbors, etc, but there is no requirement that they be able to do these things without assistance.

If you or a member of your family have a disability and think you might need or want a reasonable accommodation, you may request it at any time in the application/tenancy process or at any time you need an accommodation. This is up to you. If you would prefer not to discuss your situation with the housing authority, that is your right.

The Authority's Dwelling Lease provides that a resident may have a pet that is used to assist the disabled.

F. There is a \$50.00 minimum rent.

- 1. When requested by the Family, the Lessor will grant an exception for the minimum rent for a financial hardship (and will immediately suspend the minimum rent) in the following cases:**
 - a. The family has lost eligibility for or is waiting for an eligibility decision for an assistance program;**
 - b. The family would be evicted as a result of the requirement;**
 - c. Family income has decreased because of changed circumstances, including loss of employment, through no fault of their own;**
 - d. A death in the family; or**
 - e. Other circumstances determined by the Lessor or HUD.**
- 2. The Lessor may waive the minimum rent for 90 days for:**
 - a. Temporary financial hardship exemption. When a Lessee's hardship is determined to be short-term, a Lessee is not granted a 90-day suspension, so the Lessor can attempt to collect the rent;**
 - b. Long-term financial hardship. After a Lessee has made an initial request for a financial hardship exemption and it is later determined to be a long-term hardship, they must be given a retroactive exemption from the minimum rent for the 90-day period. When this occurs, the Lessee is exempted from paying the minimum rent for that 90-day period, and the rent cannot be collected by the Lessor;**
 - c. If a temporary minimum rent was suspended for a 90-day period, Lessee will enter into a re-payment plan the minimum rent that has been exempted. The Lessor may request reasonable documentation of the hardship request.**

E. Verification of Income

1. Employment Income

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year to date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include:

- 1. Employment verification form completed by the employer.**
- 2. Check stubs or earning statements that indicate the employee's gross pay, frequency of pay or year to date earnings.**
- 3. W-2 forms plus income tax return forms.**
- 4. Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.**

Applicants and program tenants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the Lessor will require the most recent federal income tax statements.

Social Security, Pensions, Supplemental Security Income (SSI), Disability Income

Acceptable methods of verification include:

- 1. Benefit verification form completed by agency providing the benefits**
- 2. Computer report electronically obtained or in hard copy.**
- 3. Award or benefit notification letters prepared and signed by the providing agency.**

4. **Bank statements for direct deposits.**

Unemployment Compensation

Acceptable methods of verification include:

1. **Computer report electronically obtained or in hard copy, stating payment dates and amounts**
2. **Verification form completed by the unemployment compensation agency.**

Welfare Payments or General Assistance

Acceptable methods of verification include:

1. **Lessor verification form completed by payment provider.**
2. **Computer-generated Notice of Action.**
3. **Computer-generated list of recipients from Welfare Department.**

Alimony or Child Support Payments

Acceptable methods of verification include:

1. **Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.**
2. **A notarized letter from the person paying the support.**
3. **Copy of latest check and/or payment stubs from Court Trustee. Lessor must record the date, amount, and number of the check.**
4. **If payments are irregular, the family must provide:**

A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

A notarized affidavit from the family indicating the amount(s) received.

A welfare Notice of Action showing amounts received by the welfare agency for child support.

A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

In order to verify the net income from a business, the Lessor will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:

Schedule C (Small Business)

Schedule E (Rental Property Income)

Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.

3. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

4. Family's notarized statement as to net income realized from the business during previous years.

The Lessor may request the documentation identified in #4 above, regardless of the verification used.

Recurring Gifts

The family must furnish a notarized statement that contains the following information:

The person who provides the gifts

The value of the gifts

The regularity (dates) of the gifts

The purpose of the gifts

Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, AFDC, SSI, etc. are not being received by the household.

The Lessor will request information from the State Employment Development Department.

Full-Time Student Status

Only the first \$480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

Verification of Income Exclusions

The LESSOR will attempt third party verification of income exclusions wherever possible.

When third party verification of income exclusions are not possible or practical, a review of documents or notarized self-certification will be obtained.

Exclusions from income that must be verified and reported on the 50058 include the following:

Expenditures for business expansion.

Amortization of capital indebtedness as deductions in determining net income of a business.

Withdrawals of cash or assets from a professional or business operation if the withdrawal is a reimbursement for cash or assets invested in the operation by the family.

Allowance for business asset depreciation, based on straight line depreciation, as provided in the Internal Revenue Service (IRS) regulations.

Income from employment of children or foster children under 18 years old.

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding head or household and spouse).

Earned income disallowance.

Amounts earned by temporary Census employees; terms of employment may not exceed 180 days for the purposes of the exclusion.

Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by the resident for performing a service for the Lessor, on a part-time basis, that enhances the quality of life in the development.

Stipends to reimburse residents for expenses for serving as members of the Lessor governing board or commission.

The special pays to a family member serving in the Armed Forces who is exposed to hostile fire.

The full amounts of military pay of any family member other than the head and spouse. If other family members are away from home in the military, the Lessor may remove their name from the lease and exclude their income.

Other military pay specifically excluded by law (e.g. Desert Storm active duty).

Income of a live-in aide.

Earnings and benefits from employment training programs funded by HUD.

Reimbursement for out-of-pocket expenses while attending a public assisted training program.

Incremental earnings and benefits from participation in qualifying state and local employment programs.

Payments to volunteers under the Domestic Volunteer Services Act.

Payments received under programs funded in whole or in part under the Workforce Investment Act (WIA) (formerly known as the Job Training Partnership Act (JTPA)).

Earnings and benefits to any family member from an employment training and supportive services program during the exclusion period. The exclusion is applicable only if the family was admitted to the qualifying program prior to October 1, 1999.

Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

Food stamps.

Annual Imputed Welfare Income if the family was not an assisted resident at the time of sanction.

Nonrecurrent, short-term benefits under TANF assistance that:

Are designed to deal with a specific crisis situation or episode of need;

Are not intended to meet recurrent or ongoing needs; and

Will not extend beyond four months.

Work subsidies under TANF assistance (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training).

Supportive services under TANF assistance such as childcare and transportation provided to families who are employed.

Refundable earned income tax credits.

Individual Development Accounts under TANF.

Services provided under TANF assistance such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support.

Transportation benefits under TANF assistance provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Lump-sum pension benefits payable as a death benefit.

Deferred periodic amounts from SSI benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

Deferred periodic amounts from Social Security benefits that the family member received in a lump sum amount or in prospective monthly amounts.

Child care arranged or provided under the Child Care and Development Block Grant Act.

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

Payments received under the Alaska Native Claims Settlement Act.

Income derived from certain submarginal land or the United States that is held in trust for certain Indian tribes.

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.

The first \$2000 of per capita shares from judgment funds awarded by Indian Claims.

Payments received under the Maine Indian Claims Settlement Act of 1980.

Payments received by Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation.

The first \$2000 of income received by individual Indians derived from interests or trust or restricted land.

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.

Full amount of student financial assistance and paid directly to the student or to the educational institution.

Temporary, nonrecurring or sporadic income (including gifts).

Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

Adoption assistance payments in excess of \$480 per adopted child.

Refunds or rebates under state or local law for property taxes paid on dwelling unit.

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits

under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

Payments or allowances under DHHS' low-income home energy assistance program (LIHEAP).

Federal scholarships funded under Title IV of The Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance program.

Payments received from programs funded under Title V of the Older Americans Act of 1965.

Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the In Re Agent Orange product liability litigation.

Earned Income Tax Credit refund tax payments.

Any allowance paid under provisions of 38 U.S.C. 1805 to a child suffering from spinal bifida who is a child of a Vietnam Veteran.

Any amount of crime victim compensation that the applicant (under the Victims Crime Act) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims Crime Act because of the commission of a crime against the applicant.

VI SECURITY DEPOSITS

A. New Lessees agree to pay \$50.00, as security deposit. The payment must be paid at the time of move in. This deposit will be refunded when Lessee vacates, less any charges for damages to the unit, other than normal wear and tear.

B. The Lessor of Cambridge will use the security deposit at the termination of this lease;

- 1. To pay the cost of any rent or any other charges owed by Lessee at the termination of this lease;**
- 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Lessee's household member or guests.**

C. The security deposit may not be used to pay rent or other charges while Lessee occupies the dwelling unit. No refund of the security deposit will be made

until after Lessee has vacated and the Executive Director or designee on behalf of the Lessor of Cambridge has inspected the dwelling unit.

D. The return of a security deposit shall occur within 45 days after Lessee moves out. The Lessor of Cambridge agrees to return the security deposit, if any, to Lessee when he/she vacates, less any deductions for any costs indicated above, so long as Lessee furnishes the Lessor of Cambridge with a forwarding address. If any deductions are made, the Lessor of Cambridge will furnish the Lessee with a written statement of any such costs for damages and/or other charges deducted from the security deposit.

VII OCCUPANCY STANDARDS

A. The following standards will determine the number of bedrooms required to properly accommodate a family of a given size (except that such standards will be waived when necessary to achieve or maintain full occupancy of projects:

<u>Number of Bedrooms</u>	<u>Minimum Persons</u>	<u>Maximum Persons</u>
1	1	2
2	2	4
3	3	6
4	5	8

B. Dwellings will be assigned so that, except possibly in the case of infants, it will not be necessary for dependants of opposite sex to occupy the same bedroom. Lessees who require a transfer will be on our waiting list. Reassignment or transfers to other units shall be made without regard to race, color, or national origin as follows. Lessees shall not be transferred to a unit of equal size, except for alleviating hardships as determined by the Lessor or its designee. Transfers shall be made to correct over-housing or under-housing. Failure of a Lessee to transfer to a proper size unit shall result in termination of their lease and eviction as determined by the Executive Director of the Lessor.

VIII LEASING OF DWELLING UNITS

A. A Lease Agreement shall be signed by the Head/Heads of Household of each family admitted by the Lessor, and by the Lessor prior to the family's admission.

B. **Family Choice of Rent Payment:** The Lessor has established flat rents that have been determined by comparing other similar rental housing in the Cambridge/Dorchester County areas. The Flat Rent Policy states: The

Housing Authority of Cambridge and its governing Housing Authority Board wishes to set the Flat Rent Policy per bedroom size as follows:

1 Bedroom	\$378.00 Per Month
2 Bedroom	\$428.00 Per Month
3 Bedroom	\$478.00 Per Month
4 Bedroom	\$528.00 Per Month
5 Bedroom	\$578.00 Per Month

At a family's recertification, they will be given the option to choose the flat rent per their bedroom size listed above or the income base rent. The flat rents listed above will be reviewed annually and are subject to change from year to year. In accordance with our policies, the family who chooses the flat rent will be recertified - income reviewed at least once every three years.

Any family that has chosen the flat rent option of rental payment may change rent methods to an income base rent because of financial hardship circumstances. The family must provide proof of the hardship. The Housing Authority of Cambridge will consider financial hardship situations as follow: the death in the family of a wage earner or income provider, loss of assistance other than for non-compliance, increase in the family's expenses for medical cost, childcare, education and transportation to and from work or to and from a welfare to work program.

The Housing Authority of Cambridge will conduct an examination of the family's income in order to change the rent the first month following the month the family reported the hardship.

C. At the annual recertification review the Family must make a choice of paying the flat rent or paying rent based on their income (see Section VIII regarding annual choice of payment), effective 10/1/99. The flat rent amounts are to be reviewed annually.

D. If a Lessee transfers from one unit to another, a new Lease or Addendum shall be executed for the unit to be occupied.

E. During the terms of the Lease, reports of change in income or family composition shall be made in the following manner:

- 1. Changes in income are to be reported by the Lessees to the Lessor of Cambridge within ten (10) days. Rent will be adjusted only in accordance with Section VIII.**
- 2. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit.**
 - a. Except for natural births to or adoptions by family members, or court awarded custody.**

- b. All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.
- 3. Lessees' who fail to notify Lessor of additions to the household or who permit persons to join the household without undergoing screening are violating the lease. Persons added without Lessor approval will be considered unauthorized occupants and the entire household will be subject to eviction.
- 4. Visitors may be permitted in a dwelling unit as long as they have no previous history of behavior on Lessor premises that would be a lease violation:
 - a. Visits of more than three(3) and less than fourteen(14) days are permitted, provided that they are reported to the Lessor within 48 hours prior to visit and authorized by the manager.
 - b. Visits of more than fourteen(14) calendar days shall be authorized on by the Executive Director with advance documentation of extenuating circumstances.
 - c. Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.
- 5. Family members over age 17 who move from the dwelling unit to establish new households shall be removed from the lease:
 - a. These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list.

IX REGULAR RE-EXAMINATION OF LESSEES

- A. The status of each Lessee Family is to be re-examined at least once a year in accordance with an established re-examination schedule, except in circumstances where a family is paying a flat rent. These families will have their income reviewed every three- (3) years. A Lessee Family's may choose a flat rent (see Section VII) or pay rent based on 30% of their income, effective 10/1/99. The Lessee Family may make the choice annually, but only under certain circumstances may the Lessee Family change during the year. Situations that will allow such a change include:
 - 1. Decrease in family income caused by loss or reduction of employment, death or reduction in assistance;
 - 2. Increase, because of changed circumstances, in medical, child care, education, transportation or similar expenses; and
 - 3. Other situations found to be relevant by the Lessor.
- B. Rent will be adjusted at recertification. If a rent increase is due to additional income from an existing family member, the adjustment will become effective on the

annual recertification date, provided the information was given at the recertification interview.

C. Each Lessee Family is to be notified in writing of any changes required in rent or unit occupied and any misrepresentation or lease violation revealed by the re-examination and the corrective action to be taken.

D. Lessee Families who are ineligible for continued occupancy shall be notified in writing and allowed reasonable time within which to move from the project. If a Lessee Family is unable, due to special circumstances, to find decent, safe and sanitary housing within its financial means after making every reasonable effort to do so, the Lessor, after investigation, may permit the Lessee Family to continue in occupancy for the duration of such situation. In such event, the Lessor of Cambridge shall make a written determination setting forth the reasons for permitting continued occupancy by such Lessee Family.

E. During the re-examination, every Head of Household shall execute any additional releases necessary to allow the Lessor of Cambridge to obtain all the verification of information required to determine rent and eligibility. Failure to provide said releases shall result in immediate termination of the Lease.

F. Our Schedule for annual reexamination is as follows:

Units	1 – 48	January	First Quarter
Units	49 – 96	March	Second Quarter
Units	97 – 147	June	Third Quarter
Units	148 – 190	September	Fourth Quarter

X. SPECIAL RE-EXAMINATION OF LESSEES

A. If it is not possible at the time of admission or regular re-examination of a Lessee Family to determine the annual family income with a reasonable degree of accuracy, a temporary determination of annual family income and rent shall be made and a special re-examination scheduled with 30, 60, or 90 days, depending upon the Lessee Family's circumstances. The Lessee Family is to be notified in writing of the date of the special re-examination.

B. If the annual Lessee Family income can be reasonably estimated at the time the special re-examination is scheduled, the re-examination shall be completed and actions taken as appropriate. If a reasonable estimation of annual family income cannot be made, another special re-examination shall be scheduled as specified in Paragraph A. above.

C. If a Lessee Family's income is based on the situation described in Section IV B above, the re-examination date will be changed to the date that family member

became employed. However, the re-examination date must be done within a 12-month period.

XI INTERIM ADJUSTMENTS OF RENT

- A. All changes in income and family composition must be reported to the Lessor of Cambridge within ten (10) days. The Lessor of Cambridge shall have the right to require verification of such change. The Lessee shall provide the Lessor of Cambridge with releases permitting it to obtain information necessary to verify such change and determine rent adjustments. Failure to provide the Lessor of Cambridge with requested releases shall result in Lease termination.**
- B. Rent will be subject to interim adjustments but are not limited to the following:**
 - 1. Increase or decrease in earned income amount**
 - 2. Increase in income resulting from someone joining the family with Lessor of Cambridge permission**
 - 3. Increase or decrease in unearned income**
 - 4. Family has income after having reported zero income**
 - 5. Increase or decrease resulting from changes in employers**
 - 6. Rent will be decreased due to the death of someone with income currently living in the household.**
- C. Lessees will be notified in writing of any rent adjustments and such notice will state the effective date of such adjustment. Interim adjustments will be handled as in Section VIII A.**
- D. Increases in rent will be made effective on the first day of the second month following that in which the change in family circumstances OCCURRED.**
- E. Decreases in rent will be made effective the first day of the first month following that which the change OCCURRED. However, decreases will not be made until after the reported changes have been verified by the Lessor. Pending such verification, the resident shall pay the previously established rent, but on verification the resident will be credited with any excess in rent paid.**
- F. Rent adjustments shall require an execution of a Lease Addendum by the Head of Household and the Lessor.**

XII EVICTIONS

A. The Lessor shall not terminate or refuse to renew a Lease other than for serious or repeated violation of material terms of the Lease, such as failure to make payments due under the Lease, or to fulfill other Lessee obligations, including the community service requirement.

1. Assure that no Lessee, member of the Lessee's household, or guest engages in:

- 1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or**
- 2. Any drug-related criminal activity on or off the premises; and**

2. Assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.

B. Lessor shall not terminate or refuse to renew this Lease Agreement other than for serious or repeated violations of material terms of the Lease, such as but not limited to:

- 1. Failure of Lessee to pay his/her rent or other charges including excess utility charges, according to the terms of the Lease;**
- 2. Failure of Lessee to fulfill his/her obligations as set forth in this Lease;**
- 3. Serious or repeated violations by Lessee of material terms of this Lease;**
- 4. Failure of Lessee to keep assigned premises in a safe clean decent sanitary condition;**
- 5. Failure to comply with the HUD mandated 8 hours of community service per month or participate in a self sufficiency program for 8 hours per month.**
- 6. Failure to prohibit and prevent drug related or other criminal activities, or sexual offenses on or about the premises, as described herein, by tenant, household members, guests or other persons present on the premises. The Cambridge Housing Authority has a "zero tolerance" policy with regards to drug-related crimes, criminal activities, and lifetime sex offenders. Such actions are in material violation of this lease. No arrest or conviction for such criminal or drug related activity is necessary for the Authority to evict and proof beyond a reasonable doubt is not required, but rather a preponderance of the evidence is the standard of proof.**
- 7. Assure that no tenant member of the tenant's household or guest engages in**
 - a. any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or**
 - b. any drug-related criminal activity on or off the premises; and**
- 8. Assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents**

9. Failure of Lessee to appear at any re-examination interview and to provide verification of information required by Lessor.
10. If, during any routine inspection of any unit it is determined by the maintenance staff of the Authority that the fire safety equipment installed in the unit has been disabled or otherwise tampered with.
11. If the unit occupied under the terms of this lease is damaged by fire caused by carelessness or unattended cooking and an inspection of the premises by local fire authorities or other persons investigating the cause of the fire shall determine that the fire safety equipment installed in the unit has been disabled, or otherwise tampered with so that it fails to function properly.
12. Abandonment of the premises for more than three (3) consecutive weeks without notice.

C. The Lessor of Cambridge shall give written notice of termination of the Lease:

1. 14 days prior to actual termination in the case of failure to pay rent;
2. 5 days prior to actual termination in the case of criminal or drug related activity under the “zero tolerance” policy promulgated by HUD.
3. Within a reasonable time if continued occupancy results in the continuation or creation of a threat to the health, safety or welfare of other Lessees or Lessor employees; or
4. 30 days in all other cases.

D. The notice of termination of a Lease shall state the reason for the termination, and in terminations other than those arising under B (2)(3) above, shall inform Lessee of Lessee’s right to request a hearing in accordance with Lessor of Cambridge Grievance Procedure.

E. A Lease may be terminated by the Head of Household at any time by giving thirty (30) days advance written notice to the Lessor.

XIII PETS

Lessees are allowed to keep pets only in accordance with the Lessor’s pet policies.

XIV DEFINITIONS

A. Adjusted Income/Income Deductions: Annual income, less allowable HUD deductions(childcare expenses, dependent deductions, handicapped expenses, elderly/disabled exemption).

B. Applicant: A person of statutory legal age (or the Head of a household), who has filled out completely an application at the Lessor office, but is not yet a participant in the program.

C. Annual Income: The anticipated total income from all sources. This includes net income derived from assets, received by the family head and spouse and by each additional family member for the 12 month period following the effective date of initial determination or reexamination of income. It does not include income that is temporary, non-recurring, or sporadic.

D. Assets: The value in equity in real property, savings, stocks, bonds, checks and other forms of capital investments (the value of necessary minimal items of personal property such as furniture and automobile is not to be considered as assets).

E. Disabled Person: A person who is any of the following:

- 1. Who has a disability or handicap as defined in 24CFR 8.3**
- 2. Who has a physical, mental, or emotional impairment that:**
 - a. Is expected to be of long-continued and indefinite duration;**
 - b. Substantially impedes his/her ability to live independently and;**
 - c. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.**
- 3. A person who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).**

F. Domestic Violence: Actual or threatened physical violence directed against one or more members of the applicant family by a spouse or other member of the applicant's household.

G. Drug Related or Criminal Activity: The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance, (as defined in Section 102 of the Controlled substances Act (21 U.S.C. 802) or any criminal activity as defined in the Annotated Code of Maryland. The standard of proof for the Lessor in such a case shall be preponderance of the evidence, not proof beyond a reasonable doubt.

H. Elderly Person: A person, who is at least 62 years of age, disabled or handicapped.

I. Extremely Low Income Family: A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

J. Family:

- 1. A single person or a group of persons;**

2. Includes a family with a child or children;
3. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides. The Lessor determines if any other group of persons qualifies as a “family”.
4. A single person family may be:
 - a. An elderly person;
 - b. A disabled person;
 - c. Any other single person.
5. A child who is temporarily away from the home because of placement in foster care is considered a member of the family.
6. A remaining member of a Lessee family; In the event of death of a Head or Heads of Household, a remaining member of said Lessee Family must make a request, within fifteen (15) days from the date of death(s) to be granted “remaining member of a Lessee Family” status, rights and obligations. In all other cases where remaining member of a Lessee Family status is sought, leaseholder(s) must provide fifteen (15) days written notice of their intention to continue the Lease and state in that notice the names(s) of the member(s) of the Lessee Family who desire to become head(s) of the Lessee Family/Leaseholder in order for the Lessor to properly place the remaining member(s) of said Lessee Family in its entirety in an appropriate dwelling unit. A remaining member of a Lessee Family must meet all requirements for housing and accept in writing full responsibility for all financial obligations and repairs to the property, if any, of the previous Lessee Family of which he/she was a part, prior to the Lessor accepting said remaining members(s) of a Lessee Family as leaseholder(s). Such remaining member(s) of said Lessee Family must be of legal age and conform to all rules, regulations, and policies of the Lessor.
7. A pregnant person is considered a family.

K. Flat Rent: The amount of Lessee rent based on the market value of the unit, as determined by the Lessor.

L. Full time Student: A person who is attending a traditional school, or vocational training on a fulltime basis.

M. Handicapped: See “Disabled Person; Page 14, C

N. Head of Household: A family member who is held responsible and accountable for the family.

O. Lessor: The Lessor of Cambridge, 700 Weaver Avenue, Cambridge, Maryland 21613, and its authorized agents and officers.

P. Income Based Rent: The total rent payment is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income
- 10 percent of the family's monthly gross income
- A minimum rent between \$0 and \$25

The total rent payment is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income
- 10 percent of the family's monthly gross income
- A minimum rent between \$0 and \$25

Q. Live-in Aide: A person who attends to an elderly person or disabled person during 12 or fewer hours a day and who:

1. Is determined to be essential to the care and well-being of the person; And produces written verification from a doctor and a social worker or caseworker that a live-in aide is needed.
2. Is trained and able to assist such a person with his/her activities of daily living(ADL) and produces certification of training from a Health Department, medical school, or a completed course in care giving.
3. A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program, is not subject to the Non-Citizen Rule requirements, and may not be considered as a remaining member of the tenant family.
4. A Live-in Aide may only attend someone within the unit with the approval of the Lessor. Written verification will be required from a doctor and social worker, or caseworker to certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled, and that the proposed live-in aide is capable of performing the necessary care tasks.
5. Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above and any other future requirements.
6. Verification of the need for a live-in aide must include the hours the care will be provided. Before the Lessor can consider an application for a live-in aide Lessee must provide all requested background information on such live-in aide. The Lessor shall subject the live-in aide to the Lessor's normal screening criteria.
7. The Lessor has the right to disapprove a request for a live-in aide based on any of the above or other pertinent information.

R. Local Preferences: Preferences used by the Lessor to select among applicant families.

S. **Occupancy Standards:** Standards established by a Lessor to determine the appropriate number of bedrooms for families of different sizes and compositions.

T. **Over-Income Family:** An individual or family who is not a low-income family at the time of the initial occupancy.

U. **Police Officer:** A person determined by the Lessor to be, during the period of residency in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments.

V. **Responsible Entity:** The Lessor administering the program under an ACC with HUD.

W. **Cambridge/Dorchester County Applicant:** An applicant family living within the municipality of Cambridge/Dorchester County including families with a member who works or has been hired to work in the municipality of Cambridge/Dorchester County.

X. **Lessee rent:** The amount payable monthly by the family as rent to the Lessor.

Y. **Working Family:** Either the head or spouse is employed or whose employment income is countable under HUD's definition of "annual income". Also included are applicant households whose head, spouse or sole member is age 62 or older or is receiving social security disability, supplemental security income disability benefits, or any other payments based on the individual's inability to work. Preference may not be based on the amount of income earned.

DEFINITIONS OF RENT, GROSS FAMILY INCOME, FAMILY INCOME, MEDICAL EXPENSES, HANDICAPPED EXPENSES, DEDUCTION, AND FULL-TIME STUDENT SHALL BE THE SAME AS THOSE EXPRESSED IN CURRENT HUD REGULATIONS.

XV GRIEVANCE PROCEDURE

A. **Propose and scope:** The following grievance procedure has been established to provide guidelines for Lessor and Lessees in the just and effective settlement of grievances. (As much as possible should be left to the mutual efforts of Lessor and Lessees with both parties attempting to settle each grievance as quickly and justly as possible.)

B. **Applicability:** This grievance procedure shall be applicable to all individual grievances as defined in paragraph C 1. below, except as specifically excluded below. In those jurisdictions which require that, prior to eviction, a Lessee be given

a hearing in court containing the elements of due process, as defined in paragraph C, 3. a-d below, the Lessor may exclude from its procedure any grievance concerning an eviction or termination of residency based upon a Lessee's creation or maintenance of a threat to the health or safety of other Lessees or Lessor employees. The Lessor hereby excludes from its grievance procedure any grievance concerning an eviction based on the creation or maintenance of a threat to the health or safety of other Lessees or employees, or based on drug related or criminal activity.

This grievance procedure is not applicable to disputes between Lessees not involving the Lessor or to class grievances. This grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of Lessee and the Lessor's Board of Commissioners.

C. **Definitions:** For the purpose of the grievance procedure the following definitions are applicable:

1. **Grievance** - "Grievance" shall be defined as a dispute which a Lessee may have with respect to the Lessor's action or failure to act in accordance with the individual Lessee's lease or the Lessor's regulations which adversely affect the individual Lessee's rights, duties, welfare or status.
2. **Complainant** - "Complainant" shall mean any Lessee whose grievance is presented to the Lessor's central office or at the office of the project in which the complainant resides in accordance with paragraph D below.
3. **Elements of Due Process** - "Elements of Due Process" shall mean an eviction action or a termination of residency in a State court in which the following procedural safeguards are required;
 - a. Adequate notice to the Lessee of the grounds for terminating the residency and for eviction;
 - b. Opportunity for the Lessee to examine all relevant documents, records and regulations of the Lessor prior to the trial for the purpose of preparing a defense;
 - c. Right of the Lessee to be represented by counsel;
 - d. Opportunity for the Lessee to refute the evidence presented by the Lessor including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Lessee may have;
 - e. A decision on the merits.
4. **Lessee** - "Lessee" shall mean any lessee or the remaining head of household of any Lessee family.
5. The Lessor may add additional definitions at its own discretion.

D. Presentation of grievance: Any grievance **MUST** be personally presented in writing, to the Lessor's central office where complainant resides, within **10** days after the date of the occurrence giving rise to the grievance. A failure to personally present any grievance in the manner and within the times described above shall constitute an absolute waiver of the right to present a grievance, to informal settlement of a grievance, and to request an arbitration hearing in accordance with section (F) below.

E. Informal settlement of grievance: Lacking a waiver of the grievance procedure described in D above, and upon proper and timely presentation of such grievance, the Lessor, at the time of presentation or within **10** business days after such presentation, shall informally discuss the grievance with the complainant or his representative. Within a reasonable time, not to exceed **10** days after such informal discussion of the grievance, the Lessor shall prepare a summary of the informal discussion, and a copy thereof shall be provided to the complainant at the business office on request. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance and the specific reasons therefor, and shall specify the procedures by which the complainant may obtain a hearing if he is not satisfied by the proposed disposition of the grievance. Complainant's failure to appear for any scheduled informal discussion without 24 hours notice to the Lessor shall constitute an absolute waiver of the informal discussion and of the right to request a hearing.

F. Procedure to obtain a hearing:

1. **Request for Hearing** - If the complainant is not satisfied with the result of the **informal conference**, the complainant shall submit a written request for a hearing to the project office no later than **20** days after the date of the informal discussion pursuant to paragraph E above.

The written request shall specify:

- a. The reasons for grievance complained of
- b. The action or relief sought
- c. All of the grounds complainant relies upon

2. **Selection of Hearing Officer or Hearing Panel.** Grievances shall be presented before a hearing officer or hearing panel. A hearing officer or hearing panel shall be selected as follows:*

- a. The hearing officer shall be an impartial, disinterested person selected jointly by the Lessor and the complainant. If the Lessor and the complainant cannot agree on a hearing officer, they shall each appoint a member of a hearing panel and the members so appointed shall select a third member. If the members appointed by the Lessor and the complainant cannot agree on a third member, such member shall be appointed by an independent arbitration organization such as the

Center for Disputes Settlement of the American Arbitration Association, or by any other third party agreed upon by the Lessor and the complainant.

- b. The hearing officer or hearing panel selected under (a.) above should be selected promptly, generally not to exceed 10 working days.
- c. The Lessor may provide for the appointment of hearing officer or hearing panels by any method which is approved by the majority of Lessees (in any building, group or buildings, or project, or group of projects to which the method is applicable) voting in an election or meeting of Lessees held for the purpose.

G. Failure to Request a Hearing: If the complainant does not request a hearing or waives the right to request a hearing as described in section (D, E, and F) above, then the Lessor's disposition of the grievance shall become final. Provided that failure to timely request a hearing shall not constitute a waiver by the complainant of the right to adjudicate the complaint in an appropriate Court of Law.

H. Escrow Deposit: Before a hearing is scheduled in any grievance involving unpaid rent as defined in the Dwelling Lease which the Lessor claims is due, the complainant shall pay to the Lessor an amount equal to the rent due and payable as of the first of the month in which the request is made. The complainant shall thereafter timely deposit the full amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. The Lessor in its sole discretion may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure and of the hearing process. Provided, that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the Lessor's disposition of his/her grievance in any appropriate Court of Law.

I. Scheduling of Hearing: Upon complainant's compliance with paragraphs A, D and E of this section, a hearing shall be scheduled by the hearing officer promptly for a time reasonably convenient to both the complainant and the Lessor, on the Lessor premises. A written notification, specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate Lessor official.

J. Procedures governing the hearing:

1. The hearing shall be held before a hearing officer or hearing panel, as appropriate.
2. The complaint shall be afforded a fair hearing providing the basic safeguards of due process, which shall include:
 - a. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records and regulations of the Lessor that are relevant to the hearing. Any document not so made

- available after the request thereof by the complainant may not be relied on by the Lessor at the hearing;
- b. The right to be represented by counsel or other person chosen as his/her representative;
 - c. The right to a private hearing unless the complainant request a public hearing;
 - d. The right to present evidence and arguments in support of his/her complaint to controvert evidence relied on by the Lessor or project Lessor, and to confront and cross-examine all witnesses on whose testimony or information the Lessor or project Lessor relies; and
 - e. A decision based solely and exclusively upon the facts presented at the hearing.
3. The hearing officer or hearing panel may render a decision without proceeding with the hearing if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.
 4. If the complainant or the Lessor fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for not more than 5 business days, or may make a determination that the party has waived his right to a hearing. The hearing officer or hearing panel shall notify both the complainant and Lessor of the determination. Provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Lessor's disposition of the grievance in an appropriate judicial proceeding.
 5. At the hearing, the complainant must first make a showing of entitlement to the relief sought and thereafter the Lessor must sustain the burden of justifying the Lessor action or failure to act against which the complaint is directed.
 6. The hearing shall be conducted informally by the hearing officer or hearing panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer or hearing panel shall require the Lessor, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
 7. The complainant or the Lessor may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

K. Decision of the hearing officer or hearing panel:

1. The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefor, within **10** working days after the hearing. A copy of the decision shall be sent to the complainant and the Lessor. The Lessor shall retain a copy of the decision in the Lessee's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Lessor and made available for inspection by a prospective complainant, his representative, or the hearing panel or hearing officer.
2. The decision of the hearing officer or hearing panel shall be binding on the Lessor which shall take all actions, or refrain from any actions, necessary to carry out the decisions unless the Lessor Board of Commissioners determines within **10** working days and promptly notifies the complainant of its determination, that
 - a. The grievance does not concern Lessor action or failure to act in accordance with or involving the complainant's lease on Lessor regulations, which adversely affect the complainant's rights, duties, welfare, or status;
 - b. The decision of the hearing officer or hearing panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contribution contract between HUD and the Lessor.
3. A decision by the hearing officer, hearing panel, or Board of Commissioners in favor of the Lessor or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

L. Lessor eviction actions: If a Lessee has requested a hearing in accordance with paragraph F on a complaint involving an Lessor notice of termination of the residency and the hearing officer or hearing panel upholds the Lessor's action to terminate the residency, the Lessor shall not commence an eviction action in a State or local court until it has served a notice to vacate on the Lessee, and in no event shall the notice to vacate be issued prior to the decision of the hearing officer or hearing panel having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that if the Lessee fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him and he may be required to pay court costs and attorney fees.

XVI NONDISCRIMINATION POLICY

A. The Lessor of Cambridge will conduct the admissions process in a manner in which all persons interested in admission to public housing are treated fairly and consistently.

B. The Lessor of Cambridge will not discriminate at any stage of the admissions process because of race, color, national origin, religion, creed, sex, age, or handicap. The Lessor of Cambridge will follow the nondiscrimination requirements of Federal, state, and local law. In particular, the Lessor of Cambridge will abide by the nondiscrimination requirements of:

- 1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in programs receiving Federal financial assistance;**
- 2. Title VIII of the Civil Rights Act of 1968, which prohibits discrimination based on race, color, religion, national origin, or sex in the sale, rental, or advertising of housing;**
- 3. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on handicap in programs receiving Federal financial assistance;**
- 4. The Age Discrimination Act of 1975, which prohibits discrimination based on age in programs receiving Federal financial assistance; and**
- 5. Executive Order 11063, which requires HUD to take whatever action is necessary to prohibit discrimination, based on race, color, national origin, religion(creed), or sex in housing receiving Federal financial assistance.**

C. The Lessor of Cambridge will not on the grounds of race, color, national origin, religion, sex, or handicap:

- 1. Deny a person admission to public housing;**
- 2. Provide housing which is different than that provided others;**
- 3. Subject a person to segregation of disparate treatment;**
- 4. Restrict a person's access to any benefit enjoyed by others in connection with the public housing program;**
- 5. Treat a person differently in determining eligibility or other requirements for admission;**

6. Deny a person differently in determining eligibility or other requirements for admission;

7. Deny a person the opportunity to participate in a planning or advisory group, which is an integral part of the public housing program.

D. The Lessor of Cambridge will not intimidate, threaten, or, take any retaliatory action against any applicant or Lessee because of a person's participation in civil rights activities or assertions of civil rights.

E. The Lessor of Cambridge will not deny physically handicapped persons an opportunity to apply for public housing due to inaccessible application offices.

F. The Lessor of Cambridge will not assign employees in a way which would result in discrimination against applicants or Lessees.

G. The Lessor of Cambridge will make sure that all employees who are involved in the admissions process are familiar with HUD's nondiscrimination requirements.

H. The Lessor of Cambridge will prominently display a fair housing poster at:

1. Any office where applications are taken; and

2. Every project building except for single family dwellings.

I. The Lessor of Cambridge will maintain the information HUD needs to determine that the public housing program is being operated in a nondiscriminatory manner. In particular, the Lessor of Cambridge will maintain information on the race, ethnicity (Hispanic or non-Hispanic), sex, and age of the head of household of all families which submit an application for admission and of all Lessees in occupancy.

PHONE (410) 228 – 6856 FAX (410) 228 – 5553 TDD 1-800-545-1833 EXT. 620

HOUSING AUTHORITY OF CAMBRIDGE
700 WEAVER AVENUE
CAMBRIDGE, MARYLAND 21613

DWELLING UNIT LEASE

This document is a legally binding contract and should be carefully reviewed. If you require an explanation of any clause or term, you should seek legal advice. This Lease contains statements of rights and duties created under Maryland law.

The **Housing Authority of Cambridge, Maryland**, hereinafter called “Lessor” and the person(s) named below hereinafter called “Lessee(s)”, have executed this **LEASE AGREEMENT** this _____ day of _____, 20____. The office of Lessor is located at 700 Weaver Avenue – Cambridge, Maryland 21613 and the telephone number is (410) 228-6856.

I. Description of Lessees and Premises:

Lessee(s) _____ Account No. _____
Address _____ No. of Br's _____
Project Number MD _____ Income Based Rent _____
or
Flat Rent _____
Family Choice Rent Option Form Attached _____
Occupancy Lease Date:

The following named individuals shall be considered as members of Lessee’s Household.

Household Members:

All Lessees are jointly and severally responsible for the full and timely performance of all of the terms of this LEASE AGREEMENT.

Lessor, relying upon the representations made to it by the Lessee as to his/her household composition and in consideration of the rental hereby reserved, does hereby lease to the Lessee and Household members and they hereby lease from the Lessor upon the terms and conditions contained herein, Apartment _____, Cambridge, Maryland. This lease commences upon the date of execution and continues for the term of one (1) year thereafter, provided however, that in the absence of a Notice to Terminate as provided for in this lease, the lease shall automatically renew for a successive term of one (1) year upon the payment by Lessee of the rental specified herein or as adjusted by a further endorsement hereto, in accordance with the provisions of this lease.

II. Payment due under this Lease Agreement:

A. Rent: Monthly rent in the amount of \$_____, will be due, in advance, on or before the first day of each month beginning the _____ day of _____, 20____.

B. Late Charges: All rents not paid by the sixteenth day of the month are subject to a late charge of 5% of the monthly rent or \$15.00 whichever is less for the month that said payment is due. **Any late charges assessed, as a result of this paragraph, for the purposes of summary ejection, shall be considered as additional rent.**

C. Utilities: Lessor agrees to furnish gas, water and sewage services. Further, Lessor will furnish electric current per the utilities allowance schedule maintained in Lessor's office and reviewed by Lessee prior to the execution of this Lease. (Lessee, upon request, may secure a copy of the utility allowance schedule.) **Lessee shall reimburse Lessor for any amount paid by Lessor on Lessee's behalf for electric current provided in excess of Lessee's utility allowance. Any charges assessed, as a result of this paragraph shall be due and payable by Lessee two weeks following the receipt of written notice thereof from Lessor. For the purposes of summary ejection, excess electricity utility charges shall be considered as additional rent.**

D. Maintenance and repair beyond fair wear and tear: Lessee

shall reimburse Lessor for the cost of any maintenance and or repairs occasioned by Lessee's occupancy for the premises beyond normal wear and tear in accordance with the schedule of such charges available in Lessor's office. **Any charges assessed, as a result of this paragraph shall be due and payable on the first day of the third month following the month which written notice of such charges is provided to Lessee. For the purposes of summary ejectment, any cost assessed for maintenance and repairs beyond normal wear and tear shall be considered as additional rent.**

E. Security Deposit: Receipt is hereby acknowledged of the sum of \$_____ as a security deposit to protect Lessor from loss by reason of unpaid rent, damages as a result of a breach of this Lease and/or damage to the premises caused by Lessee, his family, agents, employees, assigns and social guests in excess of ordinary wear and tear. With respect to said security deposit, Lessee is advised as follows:

- (1) The security deposit, shall be the sum of \$50.00;
- (2) This LEASE AGREEMENT constitutes Lessee's written receipt for the said security deposit;
- (3) Lessee shall have the right to inspect said premises and to receive a written list of all existing damages thereto provided Lessee makes written request of Lessor within fifteen (15) days of Lessee's occupancy;
- (4) Lessor shall maintain all security deposits in an interest bearing bank account within this State. All security deposits shall be deposited into the account within thirty (30) days after receipt into an account devoted exclusively to security deposits;
- (5) Within forty-five (45) days following termination of the tenancy, Lessor shall return the security deposit to Lessee together with simple interest accrued at the rate of four (4%) percent per annum, less any damages rightfully withheld;
- (6) Interest shall accrue at six (6) month intervals from the date said security deposit is delivered to Lessor. Interest is not compounded, and shall accrue only on deposits of fifty dollars (\$50.00) or more;
- (7) The security deposit, or any portion thereof, may be withheld for unpaid rent, damages due to a breach of the Lease or for damage to the leased premises by Lessee, his family, agents, employees, assigns and social guests in beyond ordinary wear and tear. Lessee has the right to be present when Lessor or its agent inspects the premises in

order to determine if any such damage has accrued, provided that Lessee notifies Lessor by certified mail of his intention to move, the date of moving and his new address. Upon receipt of such notice, Lessor shall notify Lessee by certified mail of the time and date of the inspection of the premises. The date of inspection shall occur within five (5) days after the moving date specified in Lessee's notice;

- (8) The security deposit is not liquidated damages, and may not be forfeited to Lessor for a breach of the LEASE AGREEMENT except in the amount Lessor is actually damaged by the breach;
- (9) If any portion of the security deposit is withheld, Lessor shall present by first-class mail directed to the last known address of Lessee, within 30 days after termination of the tenancy a written list of damages claimed under paragraph (7) of these section together with a statement of the cost actually incurred.
- (10) The provision of paragraphs (4) and (9) are inapplicable to a Lessee who has been evicted or ejected for breach of condition or covenant of the Lease prior to the termination of the tenancy or who has abandoned the premises prior to the termination of the tenancy;
- (11) A Lessee specified in paragraph (7) may demand return of the security deposit by giving written notice by first-class mail to Lessor with forty-five (45) days of being evicted or ejected or of abandoning the premises. The notice shall specify the Lessee's new address. Lessor, with thirty (30) days of receipt of such notice, shall present, by first-class mail to Lessee, a written list of damages claimed under paragraph (7) together with a statement of the costs actually incurred. Within forty-five (45) days of receipt of the notice, Lessor shall return to Lessee the security deposit together with simple interest which has accrued in the amount of four (4%) percent per annum, less any damages rightfully withheld.

III. Eligibility, dwelling size, redetermination of Rent and Continued Occupancy.

Tenant agrees that all changes in family composition or income must be reported to Lessor within ten (10) days of such change. At least once each year upon a written request by Lessor, Lessee shall furnish to Lessor

such accurate, written information and certifications regarding family composition and income as may be necessary for Lessor to make appropriate determinations with respect to rent, eligibility and the appropriateness of family size.

In the case of a Lessee who resides in a particular unit on account of age or physical disability, Lessor may request suitable verification of age or disability, but may not determine such Lessee's ability to continue to live independently.

Lessee expressly agrees to execute, upon request, a Release of Information to remain effective for a period not to exceed fifteen (15) months authorizing the release of such information as Lessor shall deem necessary to verify the accuracy of such information provided by Lessee.

Lessor reserves the right to require interim or special reexamination and to determine the frequency of such reexaminations when a Lessee has reported zero income or unstable income or when there is an anticipated change in circumstances such as new employment, marriage, the start of benefits, etc.

A. If any of the following situations occur, Lessee must advise Lessor, in writing, immediately:

- (1) If any household member moves out of the unit;
- (2) If any adult member of the household who was previously reported as unemployed on the most recent reexamination, becomes employed;
- (3) If there is any increase or decrease in household income, a change in the source(s) of income, or a change in any other factor considered in calculating the amount of rent assessed.

If a decrease in household income is anticipated to last more than ninety (90) days, Lessor will verify the information and make the appropriate adjustment.

B. Lessee may request to meet with Lessor to discuss any change in income or any other factor affecting his/her rent. If Lessee requests such a meeting, Lessor agrees to meet with Lessee and explain how Lessee's rent was computed.

1. Increase or decrease in earned income amount
2. Increase in income resulting from someone joining the family with Lessor of Cambridge permission
3. Increase or decrease in unearned income
4. Family has income after having reported zero income
5. Increase or decrease resulting from changes in employers
6. Rent will be decreased due to the death of someone with income currently living in the household.

C. If during the term of tenancy or during the initial application process, Lessee or any member of his household intentionally misrepresents or fails to report to Lessor, in writing, any information concerning facts upon which Lessee's rent is based, such action may constitute fraud. Lessee acknowledges that fraud is a material violation of the terms of this LEASE AGREEMENT and will be grounds for denial of admission or for termination of tenancy.

D. Lessee is not required to pay for undercharges of rent due solely to Lessor's failure to properly follow HUD's procedures for computing rent.

E. In the event that Lessor determines that a rent adjustment is warranted under the terms of this LEASE AGREEMENT, Lessor shall mail or deliver to Lessee a "Notice of Rent Adjustment".

The adjustment shall become effective on the first day of the second month following the delivery of said notice. Except that, any increase which results from non-disclosure or misrepresentation of matters set forth in Section III, paragraph A (1), (2), or (3) above or from fraud shall be due and payable immediately, and shall be retroactive to the first day of the first month following the month in which the event requiring the adjustment occurred.

F. Any rent adjustment required due to changes in Lessor's Admissions and Occupancy Policies shall not become effective until Lessor has provided not less than thirty (30) days written notice setting forth the proposed changes.

G. If Lessor determines that the size of a dwelling unit is no longer appropriate to Lessee's needs, and if Lessor has a unit of the appropriate size available, then Lessor may terminate this LEASE AGREEMENT, provided that Lessor has offered a unit of the appropriate size to Lessee and allowed Lessee at least thirty (30) days in which to move.

H. If Lessee's rent increases to an amount equal to the rent for a comparable unit in the private market, and if it appears that the Lessee's income will remain at its current level then, Lessor will assist Lessee in locating a suitable unit in the private market. If such a suitable unit is located, Lessee will be given a "Notice to Vacate" if such a move will not cause a hardship for the Lessee and his/her household. Lessor may also provide information if such an option is feasible.

I. If, as a result of an annual unit inspection, the condition of Lessee's dwelling unit is determined to be unacceptable, Lessor considers this to be a violation of this LEASE AGREEMENT, and Lessee agrees to:

(1) Submit his/her unit for reinspection; and

(2) To improve the unit to a satisfactory condition within thirty (30) days following the inspection.

J. If a Lessee's income is reduced because of a sanction imposed by a federal, state or other assistance program, or because of fraud or other crimes, Lessor will not adjust or reduce Lessee's rent during the period covered by such sanction.

IV. Lessee's Right to Exclusive Use and Occupancy:

The Lessee, peaceably and quietly, may enter onto the premises at the beginning of the term of the Lease, and thereafter, shall have the exclusive right to use and occupy the premises. Lessor agrees that, with prior notice and upon its written consent, Lessee may include in his/her household, foster children, live-in care givers or members of Lessee's family as identified in this LEASE AGREEMENT, as part of his/her right to occupancy and use of the premises.

V. Obligations of Lessor:

A. Lessor shall make the premises available to Lessee in a condition permitting habitation with reasonable safety. Lessor shall be further obligated, other than for circumstances beyond its control, as follows: to maintain the premises, buildings and common areas and grounds of the community in a safe, decent and sanitary condition and otherwise in conformity with the requirements of local housing codes and applicable regulations or guidelines of the Department of Housing and Urban Development.

B. Lessor shall make all necessary repairs, alterations and improvements to the dwelling units with reasonable promptness at its own cost and expense except as otherwise provided herein. Lessor agrees to maintain in good and safe working order and condition, the electrical, plumbing, sanitary, heating and ventilation systems and other facilities and appliances supplied by Lessor. This shall constitute Lessor's complete obligation. No form of consequential or collateral damage arising from Lessor's good faith efforts to comply with the above shall ever construed as being Lessor's financial responsibility. This is especially true, if such damage could have been covered by renter's insurance issued to Lessee.

C. Lessee understands that Lessor will diligently pursue allegations, complaints, or other observations that indicate that a Lessee's family is paying less than it should for rent. Upon verification of any omission or misrepresentation, Lessor will take all necessary steps to recover all monies retroactively to the date they were due, including administrative actions, or civil or criminal court actions, or judgments as it deems appropriate.

VI. Obligations of Lessee

Lessee shall be obligated as follows:

- A. Not to assign the lease or to sub-lease the premises.
- B. Not to provide accommodations for boarders or lodgers.
- C. To use the premises solely as a private dwelling for Lessee and Lessee's household as identified in the Lease, and not to use or permit its use for any other purpose, nor display signs or any type in or about the premises.
- D. To comply with all obligations imposed upon Lessees by applicable provisions of building and housing codes materially affecting health and safety.
- E. To keep the premises and such other areas as may be assigned to Lessee for Lessee's exclusive use, in a clean and safe condition.
- F. To dispose of all garbage, rubbish, and other waste from the premises as required by Cambridge City Ordinances.
- G. To refrain from, and to cause Lessee's household and guests to refrain from destroying, defacing, damaging, or removing any

part of the premises.

- H. To pay reasonable charges, (other than for fair wear and tear) for the repair of damages to the premises, including drain stoppages caused by Lessee, Lessee's household or guests.
- I. To refrain from any drug related criminal activity, and prevent any drug related criminal activity on premises by others, in accordance with the "Zero Tolerance" Policy of the Housing Authority of Cambridge.
 - a. Drug-related criminal activity means one of the following:
 - (1. The manufacture, sale, or distribution, or possession with intent to manufacture, sell or distribute a controlled substance,
 - (2. The use or possession (other than with intent to manufacture, sell or distribute), of a controlled substance or paraphernalia.
- J. To refrain from any other misdemeanor or felony criminal activity defined as a crime under the Annotated Code of Maryland
- K. To refrain from any activity defined as a sex offense under the Annotated Code of Maryland. The Housing Authority of Cambridge has a policy of exclusion of lifetime sex offender registrants, either as Lessees or household members.
- L. To promptly notify Lessor of any known need for repairs to the lease premises.
- M. To permit Lessor, pursuant to the provisions of this Lease, entrance to the premises for the purpose of performing periodic inspections, extermination, routine maintenance, making improvements or repairs, or to show the premises for re-leasing.
- N. To comply with the provisions of any rider attached to and incorporated in this lease.
- O. Lessee shall make no alteration, redecoration or repair to either the interior or exterior of the premises or to any equipment or appliances installed therein by Lessor, or install any additional equipment without the written consent of Lessor.
- P. The Lessee will be held strictly responsible for all drain stoppages and any loss or damage to his/her dwelling or to any other dwelling unit resulting from overflow from water closets, sinks, bathtubs, or basins in his/her dwelling. Lessee shall report to Lessor, at once, any accident, malfunction or

injury to water pipes, toilets, drains, or plumbing fixtures, electric wires or electrical fixtures, or any other property of Lessor and all breakage, damage, or loss thereto of any kind.

- Q. The Lessee shall take every precaution to prevent fires and shall not store any quantity of inflammable materials that would create a fire hazard, or use any heating appliance other than the heating system provided.
- R. Sidewalks, areaways and passages shall not be obstructed, nor be used for any purpose other than ingress to or egress from dwelling.
- S. To quit or surrender the premises promptly and in good order or repair when the expiration or termination of this Lease occurs (reasonable wear and tear excepted).
- T. The Lessee shall not harbor, or feed cats, dogs, or other animals or pets within the building, nor shall pets or animals be permitted to loiter on the premises, except as provided by the Lessor.
- U. Lessee shall keep the leased premises and the front and backyards appurtenant thereto in a neat, clean, and safe condition, and keep the yards trimmed and cut. Swimming pools of any description are absolutely prohibited. Trampolines of any description are absolutely prohibited. Lessees shall keep the sidewalks and streets directly adjacent to the leased premises neat and free of trash and litter. If Lessee fails to maintain the leased premises and yards as set forth above, it is agreed that Lessor, at its option, may provide the property maintenance, trimming or grass cutting services, snow removal in Lessee areas, and charge the Lessee therefore. The Lessor will exempt Lessees who are unable to perform such tasks because of age (62 and over) or disability.
- V. To abide by necessary and reasonable regulations and policies, including without limitation the Admissions and Occupancy Policy and Pet Policy promulgated by Lessor for the benefit and wellbeing of the Housing Development and the Lessees which regulations shall be posted in the Lessor Office and which are incorporated by reference in this Lease. Violation of such regulations or policies constitutes a violation of this Lease.
- W. Unless exempted under current HUD guidelines, to contribute 8 hours of community service per month or participate in a self sufficiency program for 8 hours per month. Options include the "Safe Haven Club" or other programs approved by Lessor.

- X. To conduct himself/herself, and cause other persons who are on the premises with Lessee's consent, including children, to conduct themselves in a manner which will not disturb Lessee's neighbor's peaceful enjoyment of their accommodations and will be conduct to maintaining the project in a safe, decent and sanitary condition;
- Y. To give Lessor notice when the premises are to be vacant for one week or more; such notices shall not render Lessor responsible for any personal property of any nature or description left in or on the leased premises during Lessee's absence. Failure to give said notice shall constitute abandonment of the premises and grounds for termination of the lease.
- Z. In the event the Lessee does misrepresent or has misrepresented any material fact in his/her application or in any statement submitted to the Lessor, or if the Lessee breaches any covenant to this Lease, or fails to comply with any said terms of the Lease, the parties acknowledge this as a material breach which is sufficient justification for termination of the LEASE AGREEMENT by Lessor and eviction of Lessee;
- AA. No antennas, television, radio, or CB shall be erected on the roof or hung from windows. No security alarm systems shall be installed on authority property.
- BB. Lessee agrees to notify Lessor in writing if guests or visitors of the household are expected to reside or have resided in the unit for more than fourteen (14) consecutive calendar days in any given year.

VII. Defects, Hazards to Life, Health or Safety

In the event that the premises or facilities are damaged to the extent that conditions are created which are seriously hazardous to life, health or safety of the occupants,

- A. Lessee shall immediately notify project Lessor of the damage.
- B. Lessor shall be responsible for repair of the unit within a reasonable amount of time, provided, that if the damage was caused by Lessee, Lessee's household or guests, the reasonable cost of the repairs shall be charged to Lessee as additional rent.
- C. Where necessary repairs cannot be made within a reasonable amount of time, Lessor shall offer to Lessee standard

alternative accommodations, if available.

- D. Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with paragraph B of this section or alternative accommodations are not provided in accordance with paragraph C of this section, except that **no** abatement of rent shall occur if Lessee rejects the alternative accommodations, or if the damage was caused by Lessee, a member of Lessee's household, or guests.

VIII. Pre-Occupancy and Pre-Termination Inspections

A. Lessor and Lessee or Lessee's representative shall inspect the premises prior to the commencement of the lease or occupancy by Lessee. Lessor will furnish the Lessee with a written statement of the equipment provided with the unit. Lessor and Lessee shall sign the statement and a copy shall be retained in the Lessee's folder.

B. At the time Lessee vacates the unit; Lessor shall inspect the unit and furnish Lessee with a statement of any changes to be made. Lessee shall have the right to be present during any such inspections, unless the Lessee vacates without notice to Lessor.

IX. Entry to Premises During Tenancy

Lessor shall, upon reasonable advance notification to Lessee, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections, maintenance, extermination, or for making improvements or repairs, or to show the premises for re-leasing.

A written statement specifying the purpose of Lessor's entry delivered to the premises at least forty-eight (48) hours before such entry shall be considered reasonable advance notification.

However, Lessor may enter the premises at **any time** without advance notification when there is reasonable cause to believe that an emergency exists.

If Lessee and all adult members of the household are absent from the

premises at the time of entry, Lessor shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the premises.

X. Legal Notice

Except as provided in paragraph IX above, notice to Lessee shall be in writing and delivered to Lessee or sent by first-class mail, properly addressed to Lessee. Notice to Lessor shall be in writing and either delivered to a Lessor employee at the Lessor Office or sent by prepaid first-class mail, properly addressed to the Lessor address. If Lessee is visually impaired, all notices must either be read to him at the time of delivery or delivered to him in an accessible format.

XI. Termination of Lease

A. This Lease Agreement may be terminated by Lessee at any time by giving a thirty (30) day written notice in the manner specified in paragraph X above. Lessee agrees to leave the premises in a clean and good condition, reasonable wear and tear excepted, and to return the keys to Lessor when he vacates. Lessee hereby agrees that in the event of termination of this Lease by either party for any reason, or by operation of law, all furniture, household goods and/or other personal property remaining in or on the premises for a period of time longer than five (5) days after the removal of Lessee from the premises shall, unless otherwise provided by law, be deemed to have been abandoned by Lessee without the benefit of formal legal process, unless the situation then existing indicates otherwise, and Lessor, is hereby authorized to make disposition of such property as it may see fit, without any liability on the part of Lessor to the Lessee or any other person by reason of such disposition. Provided nevertheless, if Lessor shall sell said property in order to dispose of same, Lessee shall be entitled to have the net proceeds of such sales credited against any sums of any rents he/she may then owe to Lessor for rent or to other damages under this Lease; if no such indebtedness exists and Lessee's new address is known to Lessor, Lessor shall send said net proceeds to Lessee as his absolute property; if no such indebtedness then exists and Lessee's new address is not known to Lessor, Lessee shall then have the period of one (1) year from the date Lessee vacated the premises within which to claim such net proceeds; thereafter, the same will be and become the absolute property of Lessor.

B. Lessor shall not terminate or refuse to renew this Lease Agreement other than for serious or repeated violations of material terms

of the Lease, such as but not limited to:

1. Failure of Lessee to pay his/her rent or other charges including excess utility charges, according to the terms of the Lease;
2. Failure of Lessee to fulfill his/her obligations as set forth in this Lease;
3. Serious or repeated violations by Lessee of material terms of this Lease;
4. Failure of Lessee to keep assigned premises in a safe clean decent sanitary condition;
5. Failure to comply with the HUD mandated 8 hours of community service per month or participate in a self sufficiency program for 8 hours per month.
6. Failure to prohibit and prevent drug related or other criminal activities, or sexual offenses on or about the premises, as described herein, by tenant, household members, guests or other persons present on the premises. The Cambridge Housing Authority has a “zero tolerance” policy with regards to drug-related crimes, criminal activities, and lifetime sex offenders. Such actions are in material violation of this lease. No arrest or conviction for such criminal or drug related activity is necessary for the Authority to evict and proof beyond a reasonable doubt is not required, but rather a preponderance of the evidence is the standard of proof.
7. Assure that no tenant member of the tenant’s household or guest engages in
 - a. any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or
 - b. any drug-related criminal activity on or off the premises;
8. Assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents
9. Failure of Lessee to appear at any re-examination interview and to provide verification of information required by Lessor.
10. If, during any routine inspection of any unit it is determined by the maintenance staff of the Authority that the fire safety equipment installed in the unit has been disabled or otherwise tampered with.
11. If the unit occupied under the terms of this lease is damaged

by fire caused by carelessness or unattended cooking and an inspection of the premises by local fire authorities or other persons investigating the cause of the fire shall determine that the fire safety equipment installed in the unit has been disabled, or otherwise tampered with so that it fails to function properly.

12. Abandonment of the premises for more than three (3) consecutive weeks without notice.

C. Lessor shall give written notice of termination of this Lease of:

1. Fourteen (14) days in the case of failure to pay rent;
2. A reasonable time, including as little as 24 hours, commensurate with the exigencies of the situation, in the case of creation or maintenance of a threat to the health or safety of other Lessee's or of Lessor's employees or agents;
3. A reasonable time not less than 24 hours in the case of criminal or drug related activities.
4. 30 days in all other cases

D. The notice of Lease termination to Lessee shall state specific grounds for termination, and shall inform Lessee of his/her right to make such reply as Lessee may wish.

E. The notice shall also inform Lessee of the right to examine Lessor's documents directly relevant to the termination.

F. The notice shall also inform Lessee of the right to request a hearing in accordance with Lessor's grievance procedure.

G. When Lessor is required to afford Lessee the opportunity for a hearing under Lessor's grievance procedure for a grievance concerning the termination of a Lease, tenancy shall not terminate until the time for Lessee to request a grievance hearing has expired or the grievance process, if a hearing was timely requested, has been completed.

H. If Lessor is not required to afford Lessee the opportunity for a hearing under Lessor's grievance procedure, the notice of lease termination shall: (1) state that Lessee is not entitled to a grievance hearing upon termination; (2) specify the judicial eviction procedure to be used by Lessor for the eviction of Lessee, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that

contains the basic elements of due process as defined in HUD Regulations; and (3) state whether the eviction is the criminal activity as described in section XI E.

I. When Lessor shall evict a Lessee from a dwelling for engaging in criminal activity, including drug related criminal activity, Lessor shall notify the local post office that such individual or family is no longer residing in the development.

XII. Attorneys Fees

In the event Lessor retains an attorney to provide legal services in connection with matters relating to Lessee's breach of his LEASE AGREEMENT, Lessee agrees to pay Lessor the reasonable cost of such services, together with court costs, which shall be collectible in an action at law, summary ejectment or other proceeding as additional rent, provided Lessor prevails in the underlying action, claim or dispute.

XIII. Grievance Procedure

All disputes concerning the policy, lease and grievance procedure obligations of Lessee or Lessor shall be resolved in accordance with Lessor's Grievance Procedure, which procedure is available in the Lessor Office and incorporated herein by reference.

XIV. Waiver

The failure of Lessor or Lessee to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes.

XV. Severability

In the event any term or condition of this LEASE AGREEMENT shall be determined to be void or unenforceable for any reason, then notwithstanding such determination, the balance of this LEASE AGREEMENT shall nonetheless remain in full force and effect and shall be construed and applied as though that term or condition was not contained herein.

XVI. Veteran Service Data

All undersigned Lessees hereby certify that they are not in the military service of the United States in any capacity.

XVII. Entire Agreement

This LEASE AGREEMENT contains the entire understanding between the parties. All prior or contemporaneous oral agreements, representation or warranties are merged herein. There are no representations, warranties or agreements concerning the subject matter of this LEASE AGREEMENT other than as expressly set forth herein.

IN WITNESS WHEREOF, the parties have executed the Dwelling Lease this _____ day of _____, 20__, at Cambridge, Maryland, and Lessee acknowledges receipt of a fully executed copy hereof.

Housing Authority of Cambridge
Lessor

Witness

By: _____
Executive Director

Witness

By: _____
Lessee

Witness

By: _____
Lessee

**Memorandum of Agreement (MOA) Part B
Performance Targets and Strategies
Monthly Progress Report**

US Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Troubled Agency Recovery

PHA Name: Cambridge Housing Authority **PHA FYE:** 12/31 **MOA Term:** 7/1/10 to 6/30/11

Monthly Progress Report

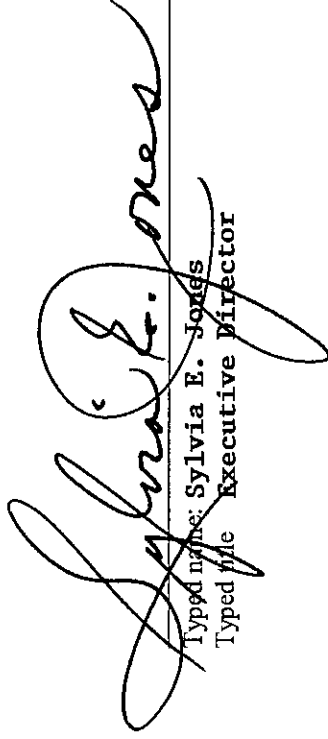
for

Reporting period ending
(mm/dd/yy)

July 31, 2010

I certify that

all of the information in this report is true and accurate, to the best of my knowledge;
this information has been/will be shared with the Board.



Typed name: Sylvia E. Jones
Typed title: Executive Director

08-13-2010

Date August 13, 2010

HOUSING AUTHORITY OF CAMBRIDGE
Current Payables Journal Listing
CONVENTIONAL HOUSING
Dates from 07/01/2010

Date	Account	Ref #	Description	Debit Amt	Credit Amt	Purpose
07/01/2010	1111.10	048387	BRANNOCK TIRE SERVICE, INC.		147.20	TIRES FOR VAN
07/01/2010	4420.00	048387	BRANNOCK TIRE SERVICE, INC.	147.20		TIRES FOR VAN
07/06/2010	1111.10	048388	ERIC EASTSIDE AUTOMOTIVE		488.75	REPAIRSTOVANAIRCOND
07/06/2010	4420.00	048388	ERIC EASTSIDE AUTOMOTIVE	488.75		REPAIRSTOVANAIRCOND
07/08/2010	1111.10	048389	STATE OF MARYLAND RETIREMEN		100.40	RETIRE DEDUCT W/E 07
07/08/2010	2117.04	048389	STATE OF MARYLAND RETIREMEN	100.40		RETIRE DEDUCT W/E 07
07/08/2010	1111.10	048390	CITY OF CAMBRIDGE		100.00	CREDIT UNION DEDUCT-
07/08/2010	2117.08	048390	CITY OF CAMBRIDGE	100.00		CREDIT UNION DEDUCT-
07/08/2010	1111.10	048391	CONSTANCE ELLIOTT, ADMIN. AS		151.36	REPLENISH PETTY CASH
07/08/2010	1111.10	048391	CONSTANCE ELLIOTT, ADMIN. AS		4.54	REPLENISH PETTY CASH
07/08/2010	4190.00	048391	CONSTANCE ELLIOTT, ADMIN. AS	4.54		REPLENISH PETTY CASH
07/08/2010	4420.00	048391	CONSTANCE ELLIOTT, ADMIN. AS	151.36		REPLENISH PETTY CASH
07/08/2010	1111.10	048392	JEROME STANLEY		150.00	INSTRUCAMREDCROSSCPR
07/08/2010	4220.00	048392	JEROME STANLEY	150.00		INSTRUCAMREDCROSSCPR
07/08/2010	1111.10	048393	WASTE MANAGEMENT OF DELMA		395.91	TRASH REMOVAL - ADMI
07/08/2010	4430.00	048393	WASTE MANAGEMENT OF DELMA	395.91		TRASH REMOVAL - ADMI
07/08/2010	1111.10	048394	THOMAS EXTERMINATION CO.		432.00	EXTERMINATION-24UNIT
07/08/2010	4430.00	048394	THOMAS EXTERMINATION CO.	432.00		EXTERMINATION-24UNIT
07/08/2010	1111.10	048395	SALISBURY COMMUNICATIONS		34.35	PAGERS FOR MAINTENAN
07/08/2010	4420.00	048395	SALISBURY COMMUNICATIONS	34.35		PAGERS FOR MAINTENAN
07/08/2010	1111.10	048396	VOID--IKON	97.93		OFFICE SUPPLIES
07/08/2010	1111.10	048396	IKON		97.93	OFFICE SUPPLIES
07/08/2010	4420.00	048396	IKON	97.93		OFFICE SUPPLIES
07/08/2010	4420.00	048396	VOID--IKON		97.93	OFFICE SUPPLIES
07/08/2010	1111.10	048397	E. S. HUBBERT		1,027.10	MAINTENANCE SUPPLIES
07/08/2010	4420.00	048397	E. S. HUBBERT	1,027.10		MAINTENANCE SUPPLIES
07/08/2010	1111.10	048398	ED SUPPLY CO.		510.26	MAINTENANCE SUPPLIES
07/08/2010	4420.00	048398	ED SUPPLY CO.	510.26		MAINTENANCE SUPPLIES
07/08/2010	1111.10	048399	AVAYA COMMUNICATIONS, INC		238.38	SERVICE AGREEMENT
07/08/2010	4190.00	048399	AVAYA COMMUNICATIONS, INC	238.38		SERVICE AGREEMENT
07/08/2010	1111.10	048400	COLONIAL SUPPLEMENTAL INSUR		728.03	INSURANCE PREMIUM
07/08/2010	2117.10	048400	COLONIAL SUPPLEMENTAL INSUR	728.03		INSURANCE PREMIUM
07/08/2010	1111.10	048401	R. BROOKS & SON		2,760.00	REFRIGERATORS/RANGES
07/08/2010	1620.00	048401	R. BROOKS & SON	2,760.00		REFRIGERATORS/RANGES
07/08/2010	1111.10	048402	ROMMEL'S ACE CAMBRIDGE - 772		113.24	MAINTENANCE SUPPLIES
07/08/2010	4420.00	048402	ROMMEL'S ACE CAMBRIDGE - 772	113.24		MAINTENANCE SUPPLIES
07/08/2010	1111.10	048403	MR. ROOTER		175.00	730CD-RAGREMOVAL
07/08/2010	4420.00	048403	MR. ROOTER	175.00		730CD-RAGREMOVAL
07/08/2010	1111.10	048404	HART SOFTWARE, INC		19.95	COMPUTER SERV
07/08/2010	4190.00	048404	HART SOFTWARE, INC	19.95		COMPUTER SERV
07/08/2010	1111.10	048405	AFLAC		23.40	INS PREM CONSTANCE E
07/08/2010	1111.10	048405	AFLAC		23.40	INSPREMCONSTANCEELLI
07/08/2010	2117.10	048405	AFLAC	23.40		INSPREMCONSTANCEELLI
07/08/2010	2117.10	048405	AFLAC	23.40		INS PREM CONSTANCE E
07/08/2010	1111.10	048409	DANNY T. MOLOCK		1,800.00	GRASS CUT OF COMMON
07/08/2010	4430.00	048409	DANNY T. MOLOCK	1,800.00		GRASS CUT OF COMMON
07/08/2010	1111.10	048410	IKON		87.93	COPIEIR-MAINTSHOP
07/08/2010	4420.00	048410	IKON	87.93		COPIEIR-MAINTSHOP
07/08/2010	1111.10	048411	ERIC EASTSIDE AUTOMOTIVE		107.25	CHRG AIR CONDITION S
07/08/2010	4420.00	048411	ERIC EASTSIDE AUTOMOTIVE	107.25		CHRG AIR CONDITION S
07/13/2010	1111.10	048412	STATE OF MARYLAND RETIREMEN		100.40	RETIREDUCTW/E7-9-1

HOUSING AUTHORITY OF CAMBRIDGE
Current Payables Journal Listing
CONVENTIONAL HOUSING
Dates from 07/01/2010

Date	Account	Ref #	Description	Debit Amt	Credit Amt	Purpose
07/13/2010	2117.04	048412	STATE OF MARYLAND RETIREMEN	100.40		RETIREDUCTW/E7-9-1
07/13/2010	1111.10	048413	CITY OF CAMBRIDGE		100.00	CREDIT1UNIONDEDUCT-
07/13/2010	2117.08	048413	CITY OF CAMBRIDGE	100.00		CREDIT1UNIONDEDUCT-
07/16/2010	1111.10	048414	DAVIS, BOWEN & FRIEDEL, INC.		1,856.25	AVESERVSCREENWALLSTOR
07/16/2010	1620.00	048414	DAVIS, BOWEN & FRIEDEL, INC.	1,856.25		AVESERVSCREENWALLSTOR
07/16/2010	1111.10	048415	AUSTIN COX MECHANICAL INC.		13,875.00	FINALPAYINSTCENTAIRC
07/16/2010	1620.00	048415	AUSTIN COX MECHANICAL INC.	13,875.00		FINALPAYINSTCENTAIRC
07/16/2010	1111.10	048416	AUSTIN COX MECHANICAL INC.		2,310.00	CHGEXPLASEXTDISCONBX
07/16/2010	1620.00	048416	AUSTIN COX MECHANICAL INC.	2,310.00		CHGEXPLASEXTDISCONBX
07/16/2010	1111.10	048417	SHERWIN WILLIAMS CO.		1,119.09	PAINT & PAINTING SUP
07/16/2010	4420.00	048417	SHERWIN WILLIAMS CO.	1,119.09		PAINT & PAINTING SUP
07/16/2010	1111.10	048418	ADT SECURITY SERVICES INC.		182.43	SECURITY FOR ADMINIS
07/16/2010	4190.00	048418	ADT SECURITY SERVICES INC.	182.43		SECURITY FOR ADMINIS
07/16/2010	1111.10	048419	KING & KING ASSOCIATES, P. A.		665.00	ACCOUNTING SERVICE
07/16/2010	4170.00	048419	KING & KING ASSOCIATES, P. A.	665.00		ACCOUNTING SERVICE
07/16/2010	1111.10	048420	STAPLES		1,033.84	FOR OFFICE SUPPLIES
07/16/2010	4190.00	048420	STAPLES	1,033.84		FOR OFFICE SUPPLIES
07/16/2010	1111.10	048421	AMERICAN EXPRESS		306.54	AUTHORITY PURCHASES
07/16/2010	4190.00	048421	AMERICAN EXPRESS	306.54		AUTHORITY PURCHASES
07/16/2010	1111.10	048422	BENEFIT MALL.COM		8,842.00	INSURANCE PREMIUM-AU
07/16/2010	4540.00	048422	BENEFIT MALL.COM	8,842.00		INSURANCE PREMIUM-AU
07/16/2010	1111.10	048423	HOUSING AUTHORITY RISK RETEN		2,583.00	INSURANCE PAYMENTS F
07/16/2010	4510.00	048423	HOUSING AUTHORITY RISK RETEN	2,583.00		INSURANCE PAYMENTS F
07/16/2010	1111.10	048424	INJURED WORKER'S INSURANCE F		780.00	INJURED WORKER'S INS
07/16/2010	4510.00	048424	INJURED WORKER'S INSURANCE F	780.00		INJURED WORKER'S INS
07/16/2010	1111.10	048425	KEY ONE		120.00	KEY/LOCK SERVICES-OC
07/16/2010	4420.00	048425	KEY ONE	120.00		KEY/LOCK SERVICES-OC
07/16/2010	1111.10	048426	HOUSING INSURANCE SERVICES, I		7,230.00	AUTO INSURANCE
07/16/2010	4510.00	048426	HOUSING INSURANCE SERVICES, I	7,230.00		AUTO INSURANCE
07/16/2010	1111.10	048427	WILFRE COMPANY, INC.		135.00	REPAIRAIRCONDIT
07/16/2010	4420.00	048427	WILFRE COMPANY, INC.	135.00		REPAIRAIRCONDIT
07/16/2010	1111.10	048428	CARE FIRST BLUE CROSS BLUE S		452.98	INSCOVRHURST8-1-31-
07/16/2010	4430.00	048428	CARE FIRST BLUE CROSS BLUE S	452.98		INSCOVRHURST8-1-31-
07/22/2010	1111.10	048429	ALPHA 1ST		19,166.66	1/3CONTPRICINSTAL84H
07/22/2010	4420.00	048429	ALPHA 1ST	19,166.66		1/3CONTPRICINSTAL84H
07/23/2010	1111.10	048430	XEROX CORPORATION		543.94	XEROX COPY MACHINE
07/23/2010	4190.00	048430	XEROX CORPORATION	543.94		XEROX COPY MACHINE
07/23/2010	1111.10	048431	TRANS UNION, LLC		30.00	CREDIT CKS
07/23/2010	4190.00	048431	TRANS UNION, LLC	30.00		CREDIT CKS
07/23/2010	1111.10	048432	MUNICIPAL UTILITIES		360.00	FIRE LINE
07/23/2010	1111.10	048432	MUNICIPAL UTILITIES		420.85	BAY RESTORATIONFEE
07/23/2010	1111.10	048432	MUNICIPAL UTILITIES		1,235.00	DISPOSAL FEE
07/23/2010	1111.10	048432	MUNICIPAL UTILITIES		6,322.53	SEWER SERVICE
07/23/2010	1111.10	048432	MUNICIPAL UTILITIES		2,528.90	WATER SERVICE
07/23/2010	4310.00	048432	MUNICIPAL UTILITIES	2,528.90		WATER SERVICE
07/23/2010	4310.00	048432	MUNICIPAL UTILITIES	420.85		BAY RESTORATIONFEE
07/23/2010	4390.00	048432	MUNICIPAL UTILITIES	6,322.53		SEWER SERVICE
07/23/2010	4430.00	048432	MUNICIPAL UTILITIES	1,235.00		DISPOSAL FEE
07/23/2010	4430.00	048432	MUNICIPAL UTILITIES	360.00		FIRE LINE
07/23/2010	1111.10	048433	CHESAPEAKE UTILITIES		1,376.24	UTILITY SERVICE-GAS1
07/23/2010	1111.10	048433	CHESAPEAKE UTILITIES		6,271.29	UTILITIE SERVICE-GAS

HOUSING AUTHORITY OF CAMBRIDGE

Current Payables Journal Listing

CONVENTIONAL HOUSING

Dates from 07/01/2010

<u>Date</u>	<u>Account</u>	<u>Ref #</u>	<u>Description</u>	<u>Debit Amt</u>	<u>Credit Amt</u>	<u>Purpose</u>
07/23/2010	4330.00	048433	CHESAPEAKE UTILITIES	1,376.24		UTILITY SERVICE-GAS1
07/23/2010	4330.00	048433	CHESAPEAKE UTILITIES	6,271.29		UTILITIE SERVICE-GAS
07/23/2010	1111.10	048434	CONSTANCE ELLIOTT, ADMIN. AS		178.62	REPLENISH PETTY CASH
07/23/2010	1111.10	048434	CONSTANCE ELLIOTT, ADMIN. AS		14.47	REPLENISH PETTY CASH
07/23/2010	4190.00	048434	CONSTANCE ELLIOTT, ADMIN. AS	14.47		REPLENISH PETTY CASH
07/23/2010	4420.00	048434	CONSTANCE ELLIOTT, ADMIN. AS	178.62		REPLENISH PETTY CASH
07/23/2010	1111.10	048435	SHORE DISTRIBUTORS. INC.		261.32	MAINT SUPPLIES
07/23/2010	4420.00	048435	SHORE DISTRIBUTORS. INC.	261.32		MAINT SUPPLIES
07/23/2010	1111.10	048436	DELMARVA POWER		30,868.21	ELECTRIC BILL 10-1&2
07/23/2010	4320.00	048436	DELMARVA POWER	30,868.21		ELECTRIC BILL 10-1&2
07/23/2010	1111.10	048437	MEDI-CAREFIRST BLUECAREBLUE		240.40	INSFEEPRESDRUGRHURST
07/23/2010	4430.00	048437	MEDI-CAREFIRST BLUECAREBLUE	240.40		INSFEEPRESDRUGRHURST
07/23/2010	1111.10	048438	BANK OF AMERICA		4,700.00	SEPARHUDRCFUDSFROMGE
07/23/2010	4220.00	048438	BANK OF AMERICA	4,700.00		SEPARHUDRCFUDSFROMGE
07/30/2010	1111.10	048439	WALTER B. GUNBY		700.00	LEGAL COUNSEL-JUNE
07/30/2010	1111.10	048439	WALTER B. GUNBY		700.00	LEGAL COUNSEL-JULY
07/30/2010	1111.10	048439	WALTER B. GUNBY		700.00	LEGAL COUNSEL-AUGUST
07/30/2010	4130.00	048439	WALTER B. GUNBY	700.00		LEGAL COUNSEL-JUNE
07/30/2010	4130.00	048439	WALTER B. GUNBY	700.00		LEGAL COUNSEL-JULY
07/30/2010	4130.00	048439	WALTER B. GUNBY	700.00		LEGAL COUNSEL-AUGUST
07/30/2010	1111.10	048440	DORCHESTER COUNTY SHERIFF D		50.00	SERVICE FOR FAILURE
07/30/2010	4130.00	048440	DORCHESTER COUNTY SHERIFF D	50.00		SERVICE FOR FAILURE
07/30/2010	1111.10	048441	DISTRICT COURT OF MARYLAND F		120.00	10 FAILTOPAYRENTFORM
07/30/2010	4130.00	048441	DISTRICT COURT OF MARYLAND F	120.00		10 FAILTOPAYRENTFORM
07/30/2010	1111.10	048442	WEINSTEIN		803.15	PLUMBING SUPPIES
07/30/2010	4420.00	048442	WEINSTEIN	803.15		PLUMBING SUPPIES
07/30/2010	1111.10	048443	ED SUPPLY CO.		214.82	MAINTENANCE SUPPLIES
07/30/2010	4420.00	048443	ED SUPPLY CO.	214.82		MAINTENANCE SUPPLIES
07/30/2010	1111.10	048444	ZEE MEDICAL INC.		70.92	FIRST AID SUPPLIES
07/30/2010	4190.00	048444	ZEE MEDICAL INC.	70.92		FIRST AID SUPPLIES
07/30/2010	1111.10	048445	CONSTANCE ELLIOTT, ADMIN. AS		124.50	MILEAGE-PERSONALCAR
07/30/2010	4190.00	048445	CONSTANCE ELLIOTT, ADMIN. AS	124.50		MILEAGE-PERSONALCAR
07/30/2010	1111.10	048446	AMERICAN EXPRESS		96.46	AUTH PURCHASES
07/30/2010	4190.00	048446	AMERICAN EXPRESS	96.46		AUTH PURCHASES
07/30/2010	1111.10	048447	ANTHONY ENNELS		146.06	7HRS O.T. W/E 1-23-1
07/30/2010	4410.00	048447	ANTHONY ENNELS	146.06		7HRS O.T. W/E 1-23-1
07/30/2010	1111.10	048448	MCI COMMUNICATION SERVICE		24.40	LONG DISTANCE
07/30/2010	4180.00	048448	MCI COMMUNICATION SERVICE	24.40		LONG DISTANCE
07/30/2010	1111.10	048449	GO-GLASS CORPORATION		264.60	MAINT SUPPLIES
07/30/2010	4420.00	048449	GO-GLASS CORPORATION	264.60		MAINT SUPPLIES
07/30/2010	1111.10	048450	AFLAC		29.52	IINS PREM-CONSTELLIO
07/30/2010	2117.10	048450	AFLAC	29.52		IINS PREM-CONSTELLIO
07/30/2010	1111.10	048451	NATIONAL FIRE PROTECTION ASS		315.40	CATALOGFIREESTING&ME
07/30/2010	4190.00	048451	NATIONAL FIRE PROTECTION ASS	315.40		CATALOGFIREESTING&ME
07/30/2010	1111.10	048452	WASTE MANAGEMENT OF DELMA		394.84	TRASH REMOVAL - ADMI
07/30/2010	4430.00	048452	WASTE MANAGEMENT OF DELMA	394.84		TRASH REMOVAL - ADMI
07/30/2010	1111.10	048453	DORCHESTER COUNTY SHERIFF D		50.00	SERVICE FOR FAILURE
07/30/2010	4130.00	048453	DORCHESTER COUNTY SHERIFF D	50.00		SERVICE FOR FAILURE
07/30/2010	1111.10	048454	DISTRICT COURT OF MARYLAND F		120.00	10 FAILTOPAYRENTFORM
07/30/2010	4130.00	048454	DISTRICT COURT OF MARYLAND F	120.00		10 FAILTOPAYRENTFORM
07/30/2010	1111.10	048455	SALISBURY COMMUNICATIONS		34.35	PAGERS FOR MAINTENAN

HOUSING AUTHORITY OF CAMBRIDGE
Current Payables Journal Listing
CONVENTIONAL HOUSING
Dates from 07/01/2010

<u>Date</u>	<u>Account</u>	<u>Ref #</u>	<u>Description</u>	<u>Debit Amt</u>	<u>Credit Amt</u>	<u>Purpose</u>
07/30/2010	4420.00	048455	SALISBURY COMMUNICATIONS	34.35		PAGERS FOR MAINTENAN
07/30/2010	1111.10	048456	KEY ONE		910.00	KEY/LOCK SERVICES (M
07/30/2010	4420.00	048456	KEY ONE	910.00		KEY/LOCK SERVICES (M
07/30/2010	1111.10	048457	COMCAST		74.95	COMPUTER INTERNET
07/30/2010	4190.00	048457	COMCAST	74.95		COMPUTER INTERNET
07/30/2010	1111.10	048458	ORKIN , INC.		850.00	EXTERBEDBUGS
07/30/2010	4420.00	048458	ORKIN , INC.	850.00		EXTERBEDBUGS
07/30/2010	1111.10	048459	DORCHESTER COUNTY SHERIFF D		50.00	SERVICE FOR FAILURE
07/30/2010	4130.00	048459	DORCHESTER COUNTY SHERIFF D	50.00		SERVICE FOR FAILURE
07/30/2010	1111.10	048460	DISTRICT COURT OF MARYLAND F		120.00	FAILTOPAYRENTFORMS
07/30/2010	4130.00	048460	DISTRICT COURT OF MARYLAND F	120.00		FAILTOPAYRENTFORMS
07/30/2010	1111.10	048461	DORCHESTER COUNTY SHERIFF D		50.00	SERVICE FOR FAILURE
07/30/2010	4130.00	048461	DORCHESTER COUNTY SHERIFF D	50.00		SERVICE FOR FAILURE
07/30/2010	1111.10	048462	DISTRICT COURT OF MARYLAND F		120.00	FAILTOPAYRENTFORMS
07/30/2010	4130.00	048462	DISTRICT COURT OF MARYLAND F	120.00		FAILTOPAYRENTFORMS
Total For Report				133,158.24	133,158.24	

HOUSING AUTHORITY OF CAMBRIDGE
Detailed Check Listing Report - Voided Checks
CONVENTIONAL HOUSING

<u>Check #</u>	<u>Check Date</u>	<u>Void?</u>	<u>Void Date</u>	<u>Amount</u>	<u>Recipient</u>	<u>Purpose</u>
Credit Acct	1111.10					
048396	07/08/2010	Yes	07/08/2010	97.93	IKON	OFFICE SUPPLIES
	Total for Check	048396		97.93		
048396	07/08/2010	Yes	07/08/2010	-97.93	VOID-IKON	OFFICE SUPPLIES
	Total for Check	048396		-97.93		
Total for Credit Acct	1111.10			0.00		

PHONE (410) 228 – 6856 FAX (410) 228 – 5553 TDD 1-800-545-1833 EXT. 620

**HOUSING AUTHORITY OF CAMBRIDGE
700 WEAVER AVENUE
CAMBRIDGE, MARYLAND 21613**

RELEASE OF UNIT NOTICE

DATE: _____

TO: *Ms. Tia P. Collins, Occupancy Specialist/IT Manager*

FROM: *Ms. Luvenia Tinch, Certified Maintenance Manager*

SUBJECT: _____

*This notice is to officially inform you that _____
_____ has been completed by the Maintenance Department on
_____ and is being released to the
Occupancy Department on _____.*

SIGNATURE & TITLE: _____

DATE: _____ **TIME:** _____

PHONE (410) 228 – 6856 (410) 228 – 5553 TDD 1-800-545-1833 EXT. 620

**HOUSING AUTHORITY OF CAMBRIDGE
700 WEAVER AVENUE
CAMBRIDGE, MARYLAND 21613**

NOTICE OF VACANCY

DATE: _____

TO: Ms. Luvenia Tinch, Certified Maintenance Manager

FROM: Ms. Tia P. Collins, Occupancy Specialist/I T Manager

SUBJECT: _____

This notice is to officially inform you that the key(s) to

_____ *has/have been received by this*

office. This unit is being turned over to the Maintenance Department on

_____ *to make ready for the next family.*

SIGNATURE & TITLE: _____

DATE: _____ **TIME:** _____

PHONE 410-228-6856 FAX 410-228-5553 TDD 1-800-545-1833 EXT. 620

*HOUSING AUTHORITY OF CAMBRIDGE
700 WEAVER AVENUE
CAMBRIDGE, MARYLAND 21613*

SCREENING PROCEDURE POLICY

The Lessor will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.

An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history allowances, family composition or rent will result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance that they can demonstrate that they have or will have at the time of admission. (24CFR 8.3. Definition: Qualified Individual with Handicaps). The availability of assistance is subject to verification by the Lessor.

The Lessor does not permit a parent or legal guardian to co-sign the lease on the applicant's behalf if the head of household is under 18 and, under State/local law does not have legal capacity to enter into a legally binding contract.

As a part of the final eligibility determination, the Lessor will screen each applicant household to assess their suitability as renters.

1. The Lessor will complete a rental history check on all applicants.
2. The Lessor will complete a credit check on all applicants.
3. The Lessor shall rely upon sources of information which may include but are not limited to, Lessor records, personal interviews with the applicant or lessee, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinic, physicians or the police department, and home visits.
 - a. This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant is likely to interfere with other lessees in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.

4. The Lessor will complete a home visit at the current residence of all applicants who have had landlord verifications returned to the Lessor. Applicants shall have at least two working days advance written notice of home visits.
5. Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a lessee, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.
6. The Lessor's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to:
 - a. The applicant's past performance in meeting financial obligations, especially rent.
 - b. Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other lessees or neighbors
 - c. Any history of criminal activity on the part of any applicant family member involving criminal acts, including drug-related criminal activity.
 - d. Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.
 - e. Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other lessees.
 - f. Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.
7. The ability and willingness of an applicant to comply with essential lease requirements will be verified and documented by the Lessor. The information to be considered in the screening process shall be reasonable related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.
8. The history of an applicant's conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:
 - a. Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. [24CRF 960.203©].

- b. Adversely affect the physical environment or financial stability of the project [24CFR 960.203(c)].
- c. Violate the terms and conditions of the lease. [24CFR 960.203(c)].
- d. Require services from Lessor staff that would alter the fundamental nature of the Lessor's program. [24CFR 8.3].

The Lessor will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from former landlords for up to the past 7 years.

Based upon these verifications, the Lessor will determine if the applicant was chronically late with rent payments, was evicted at any time during the past 3 years for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

The lack of credit history will not disqualify a family, but a poor credit history may disqualify a family.

BOARD APPROVED: _____
NOVEMBER 16, 2009
DATE



SIGNATURE: BOARD OF COMMISSIONERS CHAIRMAN

**HOUSING AUTHORITY OF CAMBRIDGE
700 WEAVER AVENUE
CAMBRIDGE, MARYLAND 21613**

EVICTION POLICY

INTRODUCTION:

The Lessor may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24CFR 966.4 (1)(2)], and the terms of the lease. This Policy describes the Lessor's procedures for notification of lease termination and provision of the lease.

A. TERMINATION BY LESSEE

1. The Lessee may terminate the lease by providing the Lessor with a written thirty (30) day advance notice as defined in the lease agreement.

B. TERMINATION BY LESSOR

1. Termination of tenancy will be in accordance with the Lessor's lease.
2. The public housing lease is automatically renewable, except the public housing lease shall have a 12-month term for community service requirements.
3. The lease may be terminated by the Lessor at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to following:
 - a. Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent;
 - b. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertification;
 - c. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
 - d. Use of the premises for purposes other than solely as a dwelling unit for the Lessee and Lessee's household as identified in the Lease, or permitting its use for any other purposes;
 - e. Failure to abide by necessary and reasonable rules made by the Lessor for the benefit and well being of the housing project and the Lessee;

- f. Failure to abide by applicable building and housing codes materially affecting health or safety;
- g. Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;
- h. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guest to refrain from such acts;
- i. Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or
- j. The Lessee, any member of the Lessee's household, or a guest shall not engage in criminal activity, including drug-related criminal activity, on public housing premises (as defined in the lease), while the Lessee is a Lessee in public housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
 - 1. Any other person under the tenant's control shall not engage in such activity on public housing premises.
- k. If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, the Lessor will be notified by the Chief Kenneth W. Malik or members of the City of Cambridge Police Department.
- l. Alcohol abuse that the Lessor determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other Lessees.
- m. Failure of a family member to comply with community service provisions, as grounds only for non-renewal of the lease and termination of tenancy at the end of the 12-month lease term;
- n. Discovery after admission of facts that made the tenant ineligible;
- o. Discovery of material false statement or fraud by the tenant in connection with an application for assistance or with reexamination of income.

C. NOTIFICATION REQUIREMENTS

- 1. The Lessor's written Notice of Lease Termination will state the reason for the proposed termination, date that the termination will take place, and it will offer the Lessee all of the rights and protections afforded by the regulations and this policy.
- 2. Notices of lease termination shall be in writing and delivered to tenant or adult member of the household or sent by first class mail properly addressed to tenant return receipt requested.

3. **The return of the certified mail receipt, whether signed or unsigned, shall be considered to be proof that the Lessee received proper notification.**
4. **Before the Lessor terminates the lease based on a criminal conviction record, the Lessee and subject of record will be provided with a copy of the criminal record. Lessee may dispute the accuracy and relevance of that record at the grievance hearing or court hearing.**

Timing of the Notice

1. **If the Lessor terminates the lease, written notice will be given as follows:**
 - a. **At least 14 calendar days prior to termination in the case of failure to pay rent;**
 - b. **30 calendar days, considering the seriousness of the situation but not exceed 30 day:**
 1. **If the health or safety of other Lessees, Lessor employees, or persons residing in the immediate vicinity of the premises is threatened; or**
 2. **If any member of the household has engaged in drug-related criminal activity or violent criminal activity; or**
 3. **If any member of the household has been convicted of a felony.**
2. **At least thirty (30) days prior to termination in all other cases.**

Criminal Activity

1. **The Lessor will immediately terminate tenancy of person convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.**
2. **The Lessor will terminate assistance of participants in cases where the Lessor determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other Lessees. This includes case where the Lessor determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.**

3. **“Engaged in or engaging in or recent history of” drug-related criminal activity means any act with the past 5 years by applicants or participants, household members, or guests which involved drug-related criminal activity, including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did result in the conviction of the applicant or participant, household members, or guests.**
4. **“Engaged in or engaging in or recent history of” criminal activity means any act within the past 5 years by applicants or criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other lessees or employees of the Lessor, which did result in the arrest and/or conviction of the applicant or participant, household members or guests.**
5. **In evaluating evidence of negative behavior, the Lessor will give fair consideration to the seriousness of the activity with respect to how it would affect other lessees, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.**
6. **The Lessor will not waive this policy.**

D. RECORD KEEPING

1. **A written record of every termination and/or eviction shall be maintained by the Lessor at the development where the family was residing, and shall contain the following information:**
 - a. **Name of Lessee, number and identification of unit occupied;**
 - b. **Date of the Notice of Lease Termination and any other notices required by State and local law; these notices may be on the same form and will run concurrently;**
 - c. **Specific reason(s) for the Notices, citing the lease section or provision that was violated and other facts pertinent to the issuing of the Notices described in detail (other than the Criminal History Report);**
 - d. **Date and method of notifying the Lessee;**
 - e. **Summaries of any conferences held with the Lessee including date, names of conference participants, and conclusions;**
 - f. **Records for persons whose leases were terminated for any reason will be kept by the Lessor indefinitely.**

E. TERMINATION DUE TO INELIGIBLE IMMIGRATION STATUS

1. **If the Lessor determines that a family member has knowingly permitted an ineligible individual to reside in the family’s unit on a permanent basis, the family’s assistance will be terminated for 24 month. The provision does not apply to**

a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provide for the family.

Board Approved: NOVEMBER 16, 2009
DATE

Carlton W. Stanley
SIGNATURE: CHAIRMAN OF THE BOARD OF COMMISSIONERS

PHONE 410-228-6856 FAX 410-228-5553 TDD 1-800-545-1833 EXT. 620

***HOUSING AUTHORITY OF CAMBRIDGE
700 WEAVER AVENUE
CAMBRIDGE, MARYLAND 21613***

TRANSFER POLICY

INTRODUCTION

The transferring of families is very costly procedure, both to the Lessor and to the families. However, it is the policy of the Lessor to permit a Lessee to transfer within Calvin Mowbray Park and Stephen Camper Park when it is to the family's advantage to do so; when it is necessary to comply with occupancy standards; or when it will help accomplish Affirmative Housing goals of the Lessor. The transfer policy will be carried out in a manner that does not violate fair housing.

A. General Statement

It is the policy of the Lessor to require or permit Lessee transfers, within public housing developments for the following reasons:

1. To abate dangerous and/or substandard living conditions.
2. To accommodate verified physical conditions caused by long-term illness and or disabilities.
3. To accommodate Lessee families that are determined to be over- or under-housed by their family size.

A family may request and may be approved to transfer for valid and certifiable reasons such as enabling the family to:

1. Live closer to a relative who will care for children of a working parent or a disabled parent;
2. Move from Calvin Mowbray Park to Stephen Camper Park for medical or accessibility reasons;
 - a. same or different bedroom size, depending on medical or accessibility reasons;
3. Change in family composition (marriage, divorce, birth of a child or foster child).

The Lessor will always consider a request to transfer as a reasonable accommodation for a person with a disability.

B. ELIGIBILITY FOR TRANSFER

In order to be determined eligible to receive a transfer, Lessees must submit the requisite documentation to the Lessor, to substantiate their request, and must be in good standing with the Lessor.

Families transferring to another unit must have paid the security deposit in full at the old unit. Any move-out charges will be posted to the new unit.

Except in emergency situations, transfers will be avoided when the family is:

1. Delinquent in rent;
2. About to be asked to move for reasons other than non-payment of rent;
3. No in good standing with the Lessor due to rental history or a history of disturbances;
4. The Lessor will not grant a transfer request solely to accommodate neighbors who "cannot get along."
5. Medical hardship and accessibility transfers are initiated by written family request.

Underhoused (Overcrowded)

1. Family is transferred only when their name reaches the top of the list and the appropriate unit is available.
2. Transfer will be within one of the two housing developments.
3. Ratio shall be one transfer for every 5 move-ins from the public housing waiting list.
4. Transfers are initiated by the Lessor or a written family request.

Overhoused

1. Family is transferred only when their name reaches the top of the list and the appropriate unit is available.
2. Transfer will be within one of the two housing developments.
3. Ratio shall be one transfer for every 5 move-ins from the public housing waiting list.
4. Transfers are initiated by the Lessor or a written family request.

C. MANDATORY TRANSFERS

If there is a required change in the size of unit needed, it will be necessary for the Lessee to move to a unit of an appropriate size and a new lease will be executed.

If an appropriate unit is not available, the Lessee will be placed on a transfer list and moved to such unit when it does become available.

The Lessor will place all families requiring a mandatory transfer due to occupancy standards on a transfer list, which will be reviewed for need-based transfers before any unit is offered to a family on the waiting list.

The family will be offered the next appropriately sized unit that becomes available after other such families already on the transfer list who are in need of the same size unit.

The Lessor will offer the family an opportunity for an informal conference before terminating family's Lease. The family will have 10 working days from the issue date of the Notice to terminate to request an informal conference.

D. NON-MANDATORY TRANSFERS

If there is a participant family waiting for to transfer to an available and appropriately sized unit, the participant family will be offered the unit.

A transfer, rather than a new admission from the waiting list, will fill one in 190 units filed. For every 5 vacancies a family who had requested a transfer will be housed.

E. MOVING COSTS

The Lessee will pay all moving costs related to the transfer, except when the transfer is due to uninhabitability, through no fault of the Lessee, or when the transfer is due to the need of the Lessor.

F. PROCESSING TRANSFERS

Transfers will be processed as follows.

1. The Lessee's records will show a continuous residence in public housing in one development or the other, but not in both projects at the same time.

G. TRANSFER REQUEST PROCEDURE

The housing manager's endorsement will be completed and the original of the written transfer request will be maintained at the housing office until the family is offered and accepts a unit.

If the request is approved, the family will be sent a letter stating that their name has been placed on the transfer list for the bedroom size desired.

If the request is denied the family will be sent a letter stating the reason for denial, and offering the family an opportunity for an informal conference if they disagree with the decision.

H. RENT ADJUSTMENTS OF TRANSFERRED LESSEES

The Lessee will pay the same rent at the new unit as s/he paid at the old unit. If warranted, the Lessee's rent will be adjusted the first month following the month of the transfer for flat rent payers.

I. REEXAMINATION DATE

An interim examination, verifying income only, will be conducted at the time of lease up and the family will have a new reexamination date.

BOARD APPROVED: NOVEMBER 16, 2009
DATE

Carlton W. Stanley

SIGNATURE: BOARD OF COMMISSIONERS - CHAIRMAN

PHONE (410) 228 – 6856 FAX (410) 228 – 5553 TDD 1-800-545-1833 EXT. 620

HOUSING AUTHORITY OF CAMBRIDGE
700 WEAVER AVENUE
CAMBRIDGE, MARYLAND 21613

SECURITY/SAFETY POLICY

Introduction:

The Housing Authority of Cambridge enjoys a very good working relationship with Chief Kenneth W. Malik and members of the City of Cambridge Police Department.

Currently, the crime in both complexes is very minimal and 2009 figures are on target to reflect a significant decrease over 2008 crime statistics per Chief Malik. (See Chief Malik's letter dated August 14, 2009)

The Security/Safety Policy is being developed to set procedures to help ensure that the authority's developments remain a safe, decent and sanitary environment in which to live and rear a family.

Policy:

It shall be the policy of the Housing Authority of Cambridge to review and maintain at a minimum the following on a monthly basis:

- 1. Crime statistics for the jurisdiction in which the authority is located,*
- 2. Police log of calls to authority property,*
- 3. Police incident data furnished to the authority by the local police department,
and*
- 4. State Lifetime Sex Offender Data*

The authority will update and enforce applicable policies and establish new policies if applicable which will ensure a "Zero Tolerance" against crime.

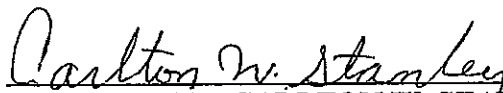
The Security/Safety Policy shall be reviewed with new residents(Head(s) of Household) as part of their orientation process. The Security/Safety Policy shall be reviewed with current residents(Head(s) of Household) at the time of their annual recertification. Each Head(s) of Household shall be required to sign a copy of the

SECURITY/SAFETY POLICY
PAGE 2

*Security/Safety Policy acknowledging that the policy has been reviewed with them.
The signed policy will be maintained in the resident's occupancy file.*

*Should the crime status deteriorate from its current standing, the authority will
work diligently with the local/state police to develop a plan to alleviate/lessen the areas
of concern.*

BOARD APPROVED: _____ **OCTOBER 19, 2009** _____
DATE



SIGNATURE: CARLTON W. STANLEY, CHAIRMAN
BOARD OF COMMISSIONERS

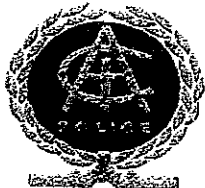
(SEAL)



DEPARTMENT OF POLICE

Rec'd
08/17/09

City of Cambridge
Cambridge, Maryland 21613



Chief Kenneth W. Malik, N.A.

(410) - 228-3333
Fax # (410) 228-5836
MD RELAY (V/TTY) 7-1-1 or 1-800-735-2258
cpdc1@cambridgepd.org

August 14, 2009

Mrs. Sylvia Jones
Housing Authority of Cambridge
700 Weaver Avenue
Cambridge, Maryland 21613

Dear Mrs. Jones:

Per your request, I have queried Part I crime stats for the following locations: Stephen Camper Complex; 1013-1031 Pine Street; 600 block Bradley Avenue and North Drive; Calvin Mowbray Complex; Gloria Richardson Circle/Camelia Circle; 700 block Greenwood Avenue; Cornish Drive, Weaver Avenue and Camelia Street.

As you can see, crime in both complex's is very minimal and 2009 figures are on target to reflect a significant decrease over 2008 statistics. Just for your records, our department completed a semi-annual report for the entire City of Cambridge, comparing the first six months of 2009 to that same period in 2008 and Part I - Serious Crimes have reflected a 31% reduction.

I have attached the results, along with a detailed printout for your review. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Kenneth W. Malik, N.A.,
Chief of Police

KWM:dt
Enclosures

HOUSING AUTHORITY OF CAMBRIDGE
700 WEAVER AVENUE
CAMBRIDGE, MARYLAND 21613

Addendum to Dwelling Lease

Subject: Lifetime Sex Offenders

VI. Obligations of Lessee

Lessee shall be obligated as follows:

- I. To refrain from any drug related criminal activity, and prevent any drug related criminal activity on premises by others, in accordance with the "Zero Tolerance" Policy of the Housing Authority of Cambridge.
 - a. Drug-related criminal activity means one of the following:
 - (1. The manufacture, sale, or distribution, or possession with intent to manufacture, sell or distribute a controlled substance,
 - (2. The use or possession (other than with intent to manufacture, sell or distribute), of a controlled substance or paraphernalia.
- J. To refrain from any other misdemeanor or felony criminal activity defined as a crime under the Annotated Code of Maryland
- K. To refrain from any activity defined as a sex offense under the Annotated Code of Maryland. The Housing Authority of Cambridge has a policy of exclusion of lifetime sex offender registrants, either as Lessees or household members.

Also

XI. Termination of Lease B.

5. Failure to prohibit and prevent drug related or other criminal activities, or sexual offenses on or about the premises, as described herein, by tenant, household members, guests or other persons present on the premises. The Cambridge Housing Authority has a "zero tolerance" policy with regards to drug-related crimes, criminal activities, and lifetime sex offenders. Such actions are in material violation of this lease. No arrest or conviction for such criminal or drug related activity is necessary for the Authority to evict and proof beyond a reasonable doubt is not required, but rather a preponderance of the evidence is the standard of proof.

Board Approved: _____ APRIL 19, 2010
DATE

Effective: _____ APRIL 19, 2010


APRIL 19, 2010
SIGNATURE OF CHAIRMAN OF BOARD

PHONE (410) 228 – 6856 FAX (410) 228 – 5553 TDD 1-800-545-1833 EXT. 620

**HOUSING AUTHORITY OF CAMBRIDGE
700 WEAVER AVENUE
CAMBRIDGE, MARYLAND**

WAITING LIST MANAGEMENT PROCEDURE/POLICY

Statement

The Housing Authority of Cambridge will up date its waiting list of applicants for dwelling units annually during the month of June.

Procedure/Policy

1. *Applicants with less than one (1) year on the waiting list will not be required to complete an "Up-date Application Form".*
2. *All applicants on the waiting list for one (1) year or more will be sent, to the address on file, a written request to update their application along with an "Up-date Application Form" on which to respond.*
3. *Should an applicant's information change prior to the request for the up-date of the application, it shall be the responsibility of the applicant to inform the Authority, IN WRITING, of any changes.*
4. *All up-dated applications not returned to the office of the Housing Authority of Cambridge in the time frame specified, thirty (30) days from the date of the letter requesting applicant to up-date application, will be removed from the waiting list.*

BOARD APPROVED: OCTOBER 19, 2009
DATE


SIGNATURE: CHAIRMAN OF THE BOARD OF COMMISSIONERS

PHONE 410-228-6856 FAX 410-228-5553 TDD 1-800-545-1833 EXT. 620

HOUSING AUTHORITY OF CAMBRIDGE
700 WEAVER AVENUE
CAMBRIDGE, MARYLAND 21613

REVISED WAITING LIST MANAGEMENT PROCEDURE/POLICY

Statement

The Housing Authority of Cambridge will up date its waiting list of applicants for dwelling units annually during the month of June. All applications/updates must be completed online. Applicants are required to return the signature page of an application or the update to the Housing Authority of Cambridge within in 10 days.

Procedure/Policy

1. Applicants with less than one (1) year on the waiting list will not be required to complete an "Up-date Application Form".
2. All applicants on the waiting list for one (1) year or more will be sent, to the address on file, a written request to update their application.
3. Should an applicant's information change prior to the request for the up-date of the application, it shall be the responsibility of the applicant to make all changes on the online application.
4. All signature pages not returned to the office of the Housing Authority of Cambridge in the time frame specified, ten (10) days will be removed from the waiting list.

BOARD APPROVED: APRIL 5, 2010
DATE


SIGNATURE: CHAIRMAN OF THE BOARD OF COMMISSIONERS

PHONE (410) 228-6856 FAX (410) 228-5553 TDD 1-800-545-1833 EXT. 620

**HOUSING AUTHORITY OF CAMBRIDGE
700 WEAVER AVENUE
CAMBRIDGE, MARYLAND 21613**

REVISED RENT POLICY

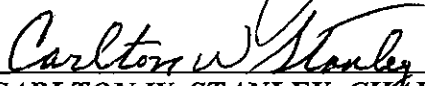
RENT IS DUE ON OR BEFORE THE FIRST (1ST) OF EACH MONTH. ALL RENTS NOT PAID BY THE SECOND (2ND) OF THE MONTH WILL BE CONSIDERED DELINQUENT.

RESIDENTS WILL HAVE FOURTEEN (14) DAYS GRACE PERIOD WHICH WILL ALLOW UNTIL THE 16TH OF THE MONTH TO PAY RENT. SHOULD THE DUE DATE FALL ON A WEEKEND OR HOLIDAY, RENT MUST BE PAID ON THE FIRST (1ST) BUSINESS DAY AFTER THE WEEKEND OR HOLIDAY. COURT ACTION WILL BE TAKEN BY MANAGEMENT AROUND THE 17TH OF THE MONTH ON ALL DELINQUENT ACCOUNTS.

A LATE FEE OF FIFTEEN DOLLARS (\$15.00) OR 3% WILL BE CHARGED ON ALL DELINQUENT ACCOUNTS NOT PAID BY THE DUE DATE. PARTIAL PAYMENTS OF RENT WILL NOT BE ACCEPTED.

THIS REVISED POLICY IS TO BECOME EFFECTIVE AUGUST 1, 2010.


SYLVIA E. JONES, EXECUTIVE DIRECTOR
HOUSING AUTHORITY OF CAMBRIDGE


CARLTON W. STANLEY, CHAIRMAN
BOARD OF COMMISSIONERS
HOUSING AUTHORITY OF CAMBRIDGE

APPROVED AND ADOPTED THIS 27th DAY OF JULY, 2010.

(REVISED JULY 27, 2010)

(SEAL)

PHONE (410) 228 – 6856 FAX (410) 228 – 5553 TDD 1-800-545-1833 EXT. 620


**HOUSING AUTHORITY OF CAMBRIDGE
700 WEAVER AVENUE
CAMBRIDGE, MARYLAND 21613**

EQUIPMENT POLICY

Employees shall be allowed to use company equipment only after receiving written approval, specifying time frame of usage, from at least three (3) of the Board of Commissioners.

Any cost to cover damages or destruction of equipment will be the responsibility of the employee. Damage cost or replacement cost will be deducted from employee's payroll check. Equipment not returned will be replaced by the employee.

Inspection of equipment to be used will be made by the Certified Maintenance Manager prior to use of the equipment. A record of the inspection will be signed by the employee and Certified Maintenance Manager and kept on file.


Carlton W. Stanley, Chairman
Board of Commissioners

July 27, 2010

Board Approved

(SEAL)



PHONE (410) 228-6856 FAX (410) 228-5553 TDD 1-800-545-1833 EXT. 620

**HOUSING AUTHORITY OF CAMBRIDGE
700 WEAVER AVENUE
CAMBRIDGE, MARYLAND 21613**

**ADDENDUM TO THE BY-LAWS OF THE HOUSING AUTHORITY OF
CAMBRIDGE**

ARTICLE I - THE AUTHORITY

Section 4. Commissioners

The powers of the Housing Authority of Cambridge shall be vested in five (5) Commissioners who shall be appointed by the Mayor of the City of Cambridge to serve for five (5) year terms with staggered term expiration dates and in accordance with applicable provisions of Article 44A of the annotated Code of Maryland.

APPROVED BY THE BOARD: July 27, 2010
DATE

Carlton W. Stanley July 27, 2010
Signature of Chairman **Date**

(SEAL)

PHONE (410) 228 – 6856 FAX (410) 228 – 5553 TDD 1-800-545-1833 EXT. 620

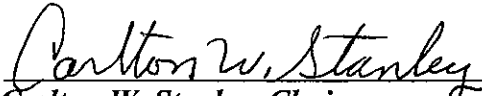
HOUSING AUTHORITY OF CAMBRIDGE
700 WEAVER AVENUE
CAMBRIDGE, MARYLAND 21613

REVISED VEHICLE POLICY

Employees shall be allowed usage of company vehicles in the performance of their position responsibilities. Operators of company vehicles must possess a valid driver's license which will be verified yearly by the Motor Vehicle Administration.

Operators of the vehicles must maintain a vehicle log.

Authority vehicles maybe taken home overnight.


Carlton W. Stanley, Chairman
Board of Commissioners

July 27, 2010
Board Approved

(SEAL)



HOUSING AUTHORITY OF CAMBRIDGE
RESIDENTS' COUNCIL EXECUTIVE BOARD
AND
RESIDENTS' ADVISORY BOARD
OCTOBER 19, 2010
7:00 P.M.

The Residents' Council Executive Board and the Residents' Advisory Board meeting was called to order by President of the Residents' Council Executive Board, Mrs. Elaine S. Stafford at 7:00 P.M. on Tuesday, October 19, 2010.

The meeting opened with prayer.

The purpose of the meeting was to discuss the Authority's Public Housing Agency Annual/Five Year Plan with the Board members.

President Stafford turned the meeting over to Mrs. Jones who explained the Agency Plan. The mission of the Authority is the same – to provide safe, decent, and sanitary housing to the low-income, very low-income, and extremely low income families in Cambridge and Dorchester County free from discrimination. It is the Authority's objective to improve the Authority's scoring in its physical and financial component of its operations. We have developed and revised many policies of the Authority which are an attachment to the Plan. The policies are designed to fine tune how the Authority deals with its clients and how it conducts business in general. There is still a need for affordable housing for our low, very low and extremely low income residents in our jurisdiction.

There is still much work to be done under our Capital Fund Program. The members commented on how pleased they were with the repair and painting of the storage sheds at Stephen Camper Park. It will be a big improvement when the contractor is finish with the storage sheds at Calvin Mowbray Park. We have received approval from HUD for our Energy Performance Contract which includes the installation of energy saving items such as on demand hot water heaters, energy saving light bulbs, low flow shower heads, etc. Residents were happy that these items will be installed.

All present approved the 2011 Annual Agency/Five Year Plan of the Housing Authority of Cambridge.

Respectfully submitted,

Elaine S. Stafford, President

- d) creating and maintaining collaborative arrangements between HAC, law enforcement authorities, victim service providers and others to promote safety and well-being of victims of actual and threatened domestic violence and stalking, who are assisted by HAC; and
- e) taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by HAC

4. Other HAC Policies and Procedures

This Policy shall be referenced in and attached to HAC Five-Year Public Agency Plan and shall be incorporated in and made part of HAC Admission and Continued Occupancy Policy. HAC Annual Public Housing Plan shall also contain information concerning activities, services, or programs relating to domestic violence, dating violence and stalking. To the extent any provisions of this policy shall vary or contradict any previously adopted policy or procedure of HAC, the provisions of this Policy shall prevail.

5. Definitions

The definitions in this section apply only to this Policy.

- 5.1 Confidentiality: Means that HAC will not enter information provided to HAC under 6.2 and 6.3 into a shared database or provide this information to any related entity except as stated in 6.4.
- 5.2 Dating Violence: Violence committed by a person (a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (b) where the existence of such a relationship shall be determined based on a consideration of the following factors; (i) the length of the relationship; (ii) the type of relationship; (iii) the frequency of interaction between the persons involved in the relationship. 42 U.S.C. 1437d(u)(3)(A).
- 5.3 Domestic Violence: Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, committed by a person with whom the victim shares a child in common, committed by a person who is cohabitating with or has cohabitated with the victim as a spouse, committed by a similarly situated to a spouse of the victim under the domestic or family violence laws of Maryland, or committed by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Maryland. 42 U.S.C. 1437d(u)(3)(B).
- 5.4 Homeless, Homeless Individual and Homeless Person: A person who lacks a fixed, regular and adequate nighttime residence. Also includes: a) a person who is sharing the housing of other persons due to loss of housing, economic hardship or a similar reason; b) a person living in a motel, hotel,

trailer park, or campground due to lack of alternative adequate accommodations; c) a person living in emergency or transitional shelter; d) a person abandoned in a hospital; e) a person awaiting foster care placement; or f) a person who has a primary nighttime resident that is a public or private place not designed for or ordinarily used as regular sleeping accommodation of human beings. VAWA of 2005 41403.

- 5.5 Involuntary Displacement: Occurs when a victim has vacated or will have to vacate their housing unit because of domestic violence, dating violence or stalking against the victim.
- 5.6 Immediate Family Member: A spouse, parent, brother or sister, or child of a victim or individual to whom the victim stands in loco parentis, or any other person living in the household of the victim and related to the victim by blood and marriage. 42 U.S.C. 1437(d)(u)(3)(D)
- 5.7 Long-term Housing: Is housing that is sustainable, accessible, affordable and safe for the foreseeable future which: a) the person rents or owns; b) is subsidized by a voucher or other program as long as the person meets the eligibility requirements of the program; c) directly provided by HAC, is not time limited and person meets the eligibility requirements of the program.
- 5.8 Perpetrator: A person who commits an act of domestic violence, dating violence or stalking against a victim.
- 5.9 Stalking: (a) to follow, pursue or repeatedly commit acts with the intent to kill, injure, harass, or intimidate the victim; (b) to place under surveillance with the intent to kill, injure, harass or intimidate the victim; (c) in the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or (d) to cause substantial emotional harm to the victim, a member of the immediate family of the victim or the spouse or intimate partner of the victim. 42 U.S.C. 1437d(u)(3)(c).
- 5.10 Victim: Is a person who is the victim of domestic violence, dating violence or stalking under this Policy and who has timely and completely completed the certification under 6.2 and 6.3 or as requested by HAC.

6. Certification and Confidentiality

6.1 Failure to Provide Certification Under 6.2 and 6.3

The person shall provide complete and accurate certifications to HAC owner or manager with fourteen (14) business days after the party requests in writing that the person completes the certifications. If the person does not

Due to the authority's staff size and limited resources, the authority is partnering with the following agencies by referring victims to the agency for assistance:

- 1. Life Crisis Center,*
- 2. Mid-Shore Council on Family Violence,*
- 3. Dorchester County Health Department, and*
- 4. Dorchester County Department of Social Services*

Although the authority did not originally begin the following programs as part of the Violence Against Women Act Policy the program which is open to non-residents as well as residents can be beneficial to the victims and their family:

- 1. Second Step Program- a curriculum emphasizing social skills building in the prevention of violence and substance abuse for all ages 4 through 15. Funding is from the Governor's Office on Crime Control and Prevention. This authority is in partnership with the Dorchester County Health Department.*
- 2. Smart Moves Program- a program for children 9 to 12 years of age which uses a curriculum emphasizing abstinence - - sex can wait.*

This authority is in partnership with the Dorchester County Health Department for both programs.

to the property or others if the tenant family is not evicted or terminated from assistance or denied admission.

- 7.8 Nothing in Sections 7.1, 7.2, and 7.3 limits HAC, an owner or manager's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members or others.
- 7.9 A public housing tenant who wants a transfer to protect their health or safety and who: a) is a victim under this Policy; b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and c) has complied with all other obligations of the public housing program may transfer to another HAC unit if the approved unit size is available at a location that may reduce the risk of harm. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health and safety of the tenant or another member of the household who is or was the victim of domestic violence, dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

8. Actions Against a Perpetrator

HAC may evict, terminate assistance, deny admission to a program or trespass a perpetrator from its property under this Policy. The victim shall take action to control or prevent the domestic violence, dating violence or stalking. The action may include but is not limited to: a) obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator; b) obtaining and enforcing a trespass against the perpetrator; c) enforcing HAC or law enforcement's trespass of perpetrator; d) preventing the delivery of the perpetrator's mail to the victim's unit; e) providing identifying information listed in 6.2; and f) other reasonable measures.

9. Notice to Applicants, Participants, Tenants

HAC shall provide written notification to applicants, participants, and tenants of their rights concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance, termination of tenancy or assistance at the time of lease-up and at each annual recertification.

10. Reporting Requirements

HAC shall include in its 5 year plan a statement of goals, objectives, policies or programs that will serve the needs of victims. HAC shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to victims, to help

HAC, owner or manager compliance with Section 6.1, and 6.2, and 6.3 shall alone not be sufficient to show evidence of an unreasonable act or omission by them.

7. Appropriate Basis for Denial of Admission, Assistance or Tenancy

- 7.1 HAC shall not deny participation or admission to a program on the basis of a person's victim status, if the person otherwise qualifies for admission of assistance.
- 7.2 An incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be a serious or repeated violation of the lease by victim and shall not be good cause for denying to a victim admission to a program, termination or occupancy rights or evicting a tenant.
- 7.3 Criminal activity directly related to domestic violence, dating violence or stalking engage in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy or occupancy rights if the tenant or an immediate member of the tenant's family is the victim of that domestic violence, dating violence or stalking.
- 7.4 Notwithstanding Sections 7.1, and 7.2, and 7.3 HAC, and owner or manager may bifurcate a lease to evict, remove or terminate assistance to individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also tenant or lawful occupant. 42 U.S.C. 1437d(1)(6)(B).
- 7.5 Nothing in Sections 7.1, 7.2, and 7.3 shall limit the authority of HAC, and owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members when the family breaks up.
- 7.6 Nothing in Sections 7.1, 7.2, and 7.3 limits HAC, an owner or manager's authority to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence against the tenant or a member of the tenant's household. However HAC, owner or manager may not hold a victim to a more demanding standard.
- 7.7 Nothing in Sections 7.1, 7.2, and 7.3 limits HAC, an owner or manager's authority to evict or terminate assistance, or deny admission to a program if the HAC, owner or manager can show an actual and imminent threat to other tenants, neighbors, guest, their employees, persons providing service

7

victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

11. Relationship with Service Providers

It is the policy of HAC to cooperate with organization and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If HAC staff becomes aware that an individual assisted by HAC is a victim of domestic violence, dating violence or stalking, HAC will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring HAC either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case.

12. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementation shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

13. Amendment

This policy may be amended from time to time by HAC as approved by HAC Board of Commissioners.

This policy was adopted by the HAC Board of Commissioners at their meeting on FEBRUARY 20, 2008.

provide a complete and accurate certification with the 14 business day, HAC, the owner or manager may take action to deny or terminate participation or tenancy under: 42U.S.C.1437 1(5) & 6; 42U.S.C. 1437 (d)(c)(3) 42U.S.C. 1437f(c)(9); 42U.S.C. 1437f(d)(1)(B) & (iii); 42U.S.C. 1437f(o)(7)(c) & (D); or 42U.S.C. 1437f(o)(20) or other good cause.

6.2 HUD Approved Certification

For each incident that person is claiming is abuse, the person shall certify to HAC, owner or manager their victim status by completing a HUD approved certification form. The person shall certify that date, time and description of the incidents, that the incidents are bona fide incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator including but not limited to the name and if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other information.

6.3 Other Certification

A person who is claiming victim status shall provide to HAC, an owner or manager: a) documentation signed by the victim and an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under the penalty or perjury (28U.S.C. 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse; or b) a federal, state, tribal, territorial, local police or court record.

6.4 Confidentiality

HAC, the owner and manager shall keep all information provided to HAC under this section confidential. HAC, owner or manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

- (a) the victim requests or consents to the disclosure in writing;
- (b) the disclosure is required for;

- (i) eviction from public housing under 42 U.S.C. 1437 1(5) § (6) (See Section 7 in this Policy;

- (c) the disclosure is required by applicable law.

6.5 Compliance Not Sufficient to Constitute Evidence of Unreasonable Act

THE HOUSING AUTHORITY OF CAMBRIDGE

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

1. Purpose

The purpose of this policy is to reduce domestic violence, dating violence and stalking and to prevent homelessness by:

- a) protecting the safety of victims
- b) creating long-term housing solutions for victims
- c) building collaborations among victim service providers; and
- d) assisting HAC to respond appropriately to the violence while maintaining a safe environment for HAC, employees, tenants, applicants, program participants and others.

This policy will assist The Housing Authority of Cambridge (HAC) in providing rights under the Violence Against Women Act to its participants, public housing residents, and other program participants.

Notwithstanding its title, this policy is gender-neutral and its protections are available to males who are victims of domestic violence, dating violence or stalking as well as female victims of such violence.

2. Mission Statement

HAC policy is to comply with the 2005 VAWA Pub. L 109-162; stat. 2960 signed into law on January 2, 2006, and codified at 42 U.S.C. 1437d (1) and 1437(d), (0) & 1 and (u). HAC shall not discriminate against an applicant, public housing resident, or other program participant on the basis of the rights or privileges under the VAWA.

3. Goal and Objectives

This Policy has the following principal goals and objectives:

- a) maintaining compliance with all applicable legal requirements imposed by VAWA
- b) ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by HAC
- c) providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking;

Part I: Summary		
PHA Name: Housing Authority of Cambridge	Grant Type and Number Capital Fund Program Grant No: MD06S01050109 Replacement Housing Factor Grant No: Date of CFFP: 3-18-2009	FFY of Grant: 2009 FFY of Grant Approval: 2009

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	39,493	39,493	39,493	39,493
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	15,397.87	15,397.87	15,397.87	15,137.87
8	1440 Site Acquisition				
9	1450 Site Improvement	64,389.58	64,389.58	64,389.58	64,389.58
10	1460 Dwelling Structures	238,880.53	238,880.53	238,880.53	238,880.53
11	1465.1 Dwelling Equipment—Nonexpendable	36,771.02	36,771.02	36,771.02	36,771.02
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

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

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

⁴ RHF funds shall be included here.

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

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

Part I: Summary					
PHA Name: Housing Authority of Cambridge	Grant Type and Number Capital Fund Program Grant No: MD06S01050109 Replacement Housing Factor Grant No: Date of CFFP: 3-18-2009	FFY of Grant:2009 FFY of Grant Approval: 2009			
Type of Grant					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input checked="" type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	394,932		394,932	394,932
21	Amount of line 20 Related to LBP Activities	0		0	0
22	Amount of line 20 Related to Section 504 Activities	0		0	0
23	Amount of line 20 Related to Security - Soft Costs	0		0	0
24	Amount of line 20 Related to Security - Hard Costs	0		0	0
25	Amount of line 20 Related to Energy Conservation Measures	0		0	0
Signature of Executive Director		Date		Signature of Public Housing Director	
				Date	

¹ To be completed for the Performance and Evaluation Report.

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

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

⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Housing Authority of Cambridge			Grant Type and Number Capital Fund Program Grant No: MD06S01050109 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2009		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PHA-Wide	Salary Mod. Coord./Adm. Asst.	1410		39,493	39,493	39,493	39,493	
PHA-Wide	A/E Services	1430		15,397.87	15,397.87	15,397.87	15,397.87	
MD-10-1	Install central air conditioning	1460		140,913.87	140,913.87	140,913.87	140,913.87	
MD-10-1	Build bulkhead/painting	1460		78,800	78,800	78,800	78,800	
MD-10-2	Replace roofs, repair/replace concrete walls, seal & paint storage sheds	1450		64,389.58	64,389.58	64,389.58	64,389.58	
MD-10-1	Purchase/install domestic hot water heaters	1465.1		36,771.02	36,771.02	36,771.02	36,771.02	
MD-10-1	Install domestic hot water heaters	1460		19,166.66	19,166.66	19,166.66	19,166.66	

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

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name:			Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant:		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Housing Authority of Cambridge					Federal FFY of Grant: 2009
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA-Wide	3-18-2010	3-02-2010	3-18-2012	12-17-10	
PHA-Wide	3-18-2010	3-02-2010	3-18-2012	12-15-10	
MD-10-1	3-18-2010	3-02-2010	3-18-2012	7-16-10	
MD-10-1	3-18-2010	3-02-2010	3-18-2012	12-15-10	
MD-10-2	3-18-2010	3-02-2010	3-18-2012	12-30-10	
MD-10-1	3-18-2010	3-02-2010	3-18-2012	10-08-10	

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

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:				Federal FFY of Grant:	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

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

Part I: Summary	
PHA Name: Housing Authority of Cambridge	Grant Type and Number Capital Fund Program Grant No: MD06P01050110 Replacement Housing Factor Grant No: Date of CFFP:
FFY of Grant: 2010 FFY of Grant Approval: 2010	

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	61,866			
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	30,933			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	15,000			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	169,529			
11	1465.1 Dwelling Equipment—Nonexpendable	32,000			
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

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

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

⁴ RHF funds shall be included here.

Part I: Summary					
PHA Name: Housing Authority of Cambridge	Grant Type and Number Capital Fund Program Grant No: MD06P01050110 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant:2010 FFY of Grant Approval: 2010			
Type of Grant					
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	309,328			
21	Amount of line 20 Related to LBP Activities	- 0 -			
22	Amount of line 20 Related to Section 504 Activities	- 0 -			
23	Amount of line 20 Related to Security - Soft Costs	- 0 -			
24	Amount of line 20 Related to Security - Hard Costs	- 0 -			
25	Amount of line 20 Related to Energy Conservation Measures	- 0 -			
Signature of Executive Director		Date 07-19-10		Signature of Public Housing Director	
				Date	

¹ To be completed for the Performance and Evaluation Report.

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

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

⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Housing Authority of Cambridge		Grant Type and Number Capital Fund Program Grant No: MD06P01050110 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2010			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
HA-Wide	Operations	1406		61,866				
HA-Wide	Administration	1410		30,933				
HA-Wide	A/E Fees	1430		15,000				
MD-10-1 - MD-10-2	Reshingle 4 duplex buildings, replace canopies, replace range hood exhaust fans/light and baseboard heat vent covers	1460		169,529				
MD-10-1 - MD-10-2	Install 20 energy efficient hot water heaters, replace refrigerators and gas ranges	1465.1		32,000				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name:			Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant:		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	

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

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Housing Authority of Cambridge				Federal FFY of Grant: 2010	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
HA-Wide	9-07-2012		9-07-2014		
HA-Wide	9-07-2012		9-07-2014		
HA-Wide	9-07-2012		9-07-2014		
HA-Wide	9-07-2012		9-07-2014		
HA-Wide	9-07-2012		9-07-2014		

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

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name:				Federal FFY of Grant:	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

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

Component 7
Capital Fund Program Annual Statement
Parts I, II, and II

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Housing Authority of Cambridge			Grant Type and Number Capital Fund Program Capital Fund Program Grant No: MD06P01050106 Replacement Housing Factor Grant No:		Federal FY of Grant: 2006
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 3) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	229,041.04	229,041.04	229,041.04	229,041.04
3	1408 Management Improvements	34,718	34,718	34,718	34,718
4	1410 Administration	30,000	30,000	30,000	30,000
5	1411 Audit	0	8,887	8,887	8,887
6	1415 Liquidated Damages				
7	1430 Fees and Costs	825	825	825	825
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	1,586.96	1,586.96	1,586.96	1,586.96
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	4,635	4,635	4,635	4,635
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Housing Authority of Cambridge		Grant Type and Number Capital Fund Program Capital Fund Program Grant No: MD06P01050106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 3) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	300,806	309,693	309,693	309,693
22	Amount of line 21 Related to LBP Activities	0	0	0	0
23	Amount of line 21 Related to Section 504 compliance	0	0	0	0
24	Amount of line 21 Related to Security – Soft Costs	0	0	0	0
25	Amount of Line 21 Related to Security – Hard Costs	0	0	0	0
26	Amount of line 21 Related to Energy Conservation	0	0	0	0

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Housing Authority of Cambridge			Grant Type and Number Capital Fund Program		Federal FY
			Capital Fund Program Grant No: MD06P010501-07		of Grant:
			Replacement Housing Factor Grant No:		2007
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	166,826.20	166,826.20	166,826.20	166,826.20
3	1408 Management Improvements	10,187.44	10,187.44	10,187.44	10,187.44
4	1410 Administration	31,8678	31,868	31,868	31,868
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	93,272.36	93,272.36	93,272.36	93,272.36
10	1460 Dwelling Structures	16,527	16,527	16,527	16,527
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	318,681	318,681	318,681	318,681
22	Amount of line 21 Related to LBP Activities	0	0		
23	Amount of line 21 Related to Section 504 compliance	0	0		

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Housing Authority of Cambridge			Grant Type and Number Capital Fund Program Capital Fund Program Grant No: MD06P010501-07 Replacement Housing Factor Grant No:		Federal FY of Grant: 2007
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
24	Amount of line 21 Related to Security – Soft Costs	0	0		
25	Amount of Line 21 Related to Security – Hard Costs	0	0		
26	Amount of line 21 Related to Energy Conservation	0	0		

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Housing Authority of Cambridge			Grant Type and Number Capital Fund Program		Federal FY
			Capital Fund Program Grant No: MD06P010501-08		of Grant:
			Replacement Housing Factor Grant No:		2008
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 3)					
<input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	62,400	62,400	62,400	62,400
3	1408 Management Improvements				
4	1410 Administration	31,200	31,200	31,200	31,200
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	40,000	12,375	12,375	9,900
8	1440 Site Acquisition				
9	1450 Site Improvement	153,081.55	180,391.18	180,391.18	65,564.36
10	1460 Dwelling Structures	25,320.45	217.50	217.50	217.50
11	1465.1 Dwelling Equipment—Nonexpendable	- 0 -	25,418.32	25,418.32	6,251.64
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	312,002	312,002	312,002	175,533.50
22	Amount of line 21 Related to LBP Activities	0	0	0	0
23	Amount of line 21 Related to Section 504 compliance	0	0	0	0
24	Amount of line 21 Related to Security – Soft Costs	0	0	0	0

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Housing Authority of Cambridge			Grant Type and Number Capital Fund Program Capital Fund Program Grant No: MD06P010501-08 Replacement Housing Factor Grant No:		Federal FY of Grant: 2008
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 3)					
<input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
25	Amount of Line 21 Related to Security – Hard Costs	0	0	0	0
26	Amount of line 21 Related to Energy Conservation	0	0	0	0

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Housing Authority of Cambridge			Grant Type and Number Capital Fund Program		Federal FY of Grant: 2009
			Capital Fund Program Grant No: MD06P010501-09		
			Replacement Housing Factor Grant No:		
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1)					
<input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	62,074	62,074	62,074	62,074
3	1408 Management Improvements				
4	1410 Administration	31,037	31,037	0	0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	10,000	0	0	0
8	1440 Site Acquisition				
9	1450 Site Improvement	157,261	211,651	211,338.16	7,134.64
10	1460 Dwelling Structures	50,000	5,610	2,610	2,610
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	310,372	310,372	276,022.16	71,818.64
22	Amount of line 21 Related to LBP Activities	0	0	0	0
23	Amount of line 21 Related to Section 504 compliance	0	0	0	0
24	Amount of line 21 Related to Security – Soft Costs	0	0	0	0

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Housing Authority of Cambridge		Grant Type and Number Capital Fund Program Capital Fund Program Grant No: MD06P010501-09 Replacement Housing Factor Grant No:			Federal FY of Grant: 2009
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1)					
<input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
25	Amount of Line 21 Related to Security – Hard Costs	0		0	0
26	Amount of line 21 Related to Energy Conservation	0	0	0	0

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

PHA Name: Housing Authority of Cambridge		Grant Type and Number Capital Fund Program Capital Fund Program Grant No:MD06P010501-09 Replacement Housing Factor Grant No:				Federal FY of Grant:2009		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-WIDE	OPERATIONS	1406		62,074	62,074	62,074	62,074	
HA-WIDE	Salary-Mod. Coord/Adm. Asst.	1410		31,037	31,037	0	0	
MD-10-1	A/E Fees and Costs	1430		10,000	0	0	0	
MD-10-1	Replace roofs, repair/replace concrete block walls, seal, paint and install roof vents on storage sheds	1450		157,261	211,651	211,338.16	7,134.64	

Part I: Summary

PHA Name/Number Housing Authority of Cambridge		Locality (City/County & State)Cambridge, Dorchester, MD			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FF ____2010__	Work Statement for Year 2 FFY _____2011_____	Work Statement for Year 3 FFY ____2012_____	Work Statement for Year 4 FFY ____2013_____	Work Statement for Year 5 FFY ____2014_____
	MD-10-1/MD-10-2 Calvin Mowbray Park Stephen Camper Park					
B.	Physical Improvements Subtotal	Annual Statement	217,261	217,261	217,261	125,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					92,261
E.	Administration		31,037	31,037	31,037	31,037
F.	Other					
G.	Operations		62,074	62,074	62,074	62,074
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		310,372	310,372	310,372	310,372
L.	Total Non-CFP Funds					
M.	Grand Total		310,372	310,372	310,372	310,372

