U.S. Department of Housing and Urban Development Office of Public and Indian Housing

Small PHA Plan Update Annual Plan for Fiscal Year: 2001

#### NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES

## PHA Plan Agency Identification

### PHA Name: Bradford Housing Authority

PHA Number: PA49

## PHA Fiscal Year Beginning: (mm/yyyy)1/1/2001

### **PHA Plan Contact Information:**

Name: Shelly L. Whitman Phone: 814 - 362 - 3535 TDD: 814 - 362 - 3536 Email (if available): bha@penn.com

### **Public Access to Information**

## Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- Main administrative office of the PHA
  - PHA development management offices

## **Display Locations For PHA Plans and Supporting Documents**

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
  - PHA development management offices
  - Main administrative office of the local, county or State government
  - Public library
  - PHA website
  - Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
  - PHA development management offices
  - ] Other (list below)

### PHA Programs Administered:

Public Housing and Section 8

Section 8 Only

Public Housing Only

### Annual PHA Plan Fiscal Year 20 [24 CFR Part 903.7]

### i. Table of Contents

Provide a table of contents for the Plan including attachments, and a list of supporting documents available for public inspection. For Attachments, indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

### Contents

Page #

### **Annual Plan**

- i. Executive Summary (optional)
- ii. Annual Plan Information
- iii. Table of Contents
- 1. Description of Policy and Program Changes for the Upcoming Fiscal Year
- 2. Capital Improvement Needs
- 3. Demolition and Disposition
- 4. Homeownership: Voucher Homeownership Program
- 5. Crime and Safety: PHDEP Plan
- 6. Other Information:
  - A. Resident Advisory Board Consultation Process
  - B. Statement of Consistency with Consolidated Plan
  - C. Criteria for Substantial Deviations and Significant Amendments

### Attachments

- Attachment A : Supporting Documents Available for Review
- Attachment B Capital Fund Program Annual Statement
- Attachment C: Capital Fund Program 5 Year Action Plan
- Attachment \_\_: Capital Fund Program Replacement Housing Factor Annual Statement
- Attachment \_\_: Public Housing Drug Elimination Program (PHDEP) Plan
- Attachment D: Resident Membership on PHA Board or Governing Body
- Attachment E: Membership of Resident Advisory Board or Boards
- Attachment \_: Comments of Resident Advisory Board or Boards &
- Explanation of PHA Response (must be attached if not included in PHA Plan text)
- Other (List below, providing each attachment name) Attachment F: pa49f01 Pet Policy Attachment G: pa49g01 Community Service Requirement

### ii. Executive Summary

[24 CFR Part 903.7 9 (r)] At PHA option, provide a brief overview of the information in the Annual Plan

## **1.** Summary of Policy or Program Changes for the Upcoming Year

In this section, briefly describe changes in policies or programs discussed in last year's PHA Plan that are not covered in other sections of this Update.

For FY2001 the Authority is implementing new Pet andCommunity Service Requirement policies which are included in this plan as Attachments.

### 2. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)] Exemptions: Section 8 only PHAs are not required to complete this component.

A. Xes No: Is the PHA eligible to participate in the CFP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA's estimated or actual (if known) Capital Fund Program grant for the upcoming year? \$\_\_\_347,161\_\_\_

C.  $\square$  Yes  $\square$  No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete the rest of Component 7. If no, skip to next component.

D. Capital Fund Program Grant Submissions

### (1) Capital Fund Program 5-Year Action Plan

The Capital Fund Program 5-Year Action Plan is provided as Attachment C

### (2) Capital Fund Program Annual Statement

The Capital Fund Program Annual Statement is provided as Attachment B

### 3. Demolition and Disposition

[24 CFR Part 903.7 9 (h)] Applicability: Section 8 only PHAs are not required to complete this section.

1.  $\Box$  Yes  $\boxtimes$  No:

Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If "No", skip to next component ; if "yes", complete one activity description for each development.)

### 2. Activity Description

Demolition/Disposition Activity Description (Not including Activities Associated with HOPE VI or Conversion Activities)			
1a. Development name:			
1b. Development (project) number:			
2. Activity type: Demolition			
Disposition			
3. Application status (select one)			
Approved			
Submitted, pending approval			
Planned application			
4. Date application approved, submitted, or planned for submission: (DD/MM/YY)			
5. Number of units affected:			
6. Coverage of action (select one)			
Part of the development			
Total development			
7. Relocation resources (select all that apply)			
Section 8 for units			
Public housing for units			
Preference for admission to other public housing or section 8			
Other housing for units (describe below)			
8. Timeline for activity:			
a. Actual or projected start date of activity:			
b. Actual or projected start date of relocation activities:			
c. Projected end date of activity:			

### 4. Voucher Homeownership Program

[24 CFR Part 903.7 9 (k)]

- A.  $\Box$  Yes  $\boxtimes$  No:
  - No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to next component; if "yes", describe each program using the table below (copy and complete questions for each program identified.)

### B. Capacity of the PHA to Administer a Section 8 Homeownership Program

The PHA has demonstrated its capacity to administer the program by (select all that apply):

Establishing a minimum homeowner downpayment requirement of at least 3 percent and requiring that at least 1 percent of the downpayment comes from the family's resources

Requiring that financing for purchase of a home under its section 8 homeownership
will be provided, insured or guaranteed by the state or Federal government; comply
with secondary mortgage market underwriting requirements; or comply with generally
accepted private sector underwriting standards

] Demonstrating that it has or will acquire other relevant experience (list PHA experience, or any other organization to be involved and its experience, below):

### 5. Safety and Crime Prevention: PHDEP Plan

[24 CFR Part 903.7 (m)]

Exemptions Section 8 Only PHAs may skip to the next component PHAs eligible for PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

A. Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA's estimated or actual(if known) PHDEP grant for the upcoming year? \$\_\_\_\_\_

C.  $\Box$  Yes  $\boxtimes$  No Does the PHA plan to participate in the PHDEP in the upcoming year? If yes, answer question D. If no, skip to next component.

D. \_\_\_\_ Yes \_\_\_ No: The PHDEP Plan is attached at Attachment \_\_\_\_\_

### 6. Other Information

[24 CFR Part 903.7 9 (r)]

### A. Resident Advisory Board (RAB) Recommendations and PHA Response

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s? Please note the Resident Advisory Board helped update the Plan therefore had input during the entire Plan review and update process.

2. If yes, the comments are Attached at Attachment (File name)

3. In what manner did the PHA address those comments? (select all that apply)

The PHA changed portions of the PHA Plan in response to comments A list of these changes is included

Yes No: below or

Yes No: at the end of the RAB Comments in Attachment \_\_\_\_\_. Considered comments, but determined that no changes to the PHA Plan were necessary. An explanation of the PHA's consideration is included at the at the end of the RAB Comments in Attachment . Other: (list below) The Resident Advisory Board was involved in updating the Plan therefore had input in every facet of the Plan. For example, the resident Advisory Board helped formulate the new Pet and Community Service Requirements policies.

### B. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many time as necessary).

- 1. Consolidated Plan jurisdiction: (provide name here) State of Pennsylvania
- 2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
  - The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
     The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
     The PHA has consulted with the Consolidated Plan agency during the
    - The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
  - Activities to be undertaken by the PHA in the coming year are consistent with specific initiatives contained in the Consolidated Plan. (list such initiatives below)

"To maintain and upgrade existing housing stock." The Authority plans to achieve this objective using its Capital Fund Program to upgrade (modernize) and its Operating Fund to maintain its current housing stock.



- 3. PHA Requests for support from the Consolidated Plan Agency
- Yes ⋈ No: Does the PHA request financial or other support from he State or local government agency in order to meet the needs of its public housing residents or inventory? If yes, please list the 5 most important requests below:
- 4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the followingactions and commitments: (describe below) The State will provide technical assistance upon request.

### C. Criteria for Substantial Deviation and Significant Amendments

### 1. Amendment and Deviation Definitions

### 24 CFR Part 903.7(r)

PHAs are required to define and adopt their own standards of substantial deviation from the 5year Plan and Significant Amendment to the Annual Plan. The definition of significant amendment is important because it defines

when the PHA will subject a change to the policies or activities described in the Annual Plan to full public hearing and HUD review before implementation.

### A. Substantial Deviation from the 5-year Plan:

## **GOALS**

• Additions or deletions of Strategic Goals

### **B.** Significant Amendment or Modification to the Annual Plan:

## PROGRAMS

- Adding new programs not included in the Housing Agency Plan
- Any change with regard to demolition or disposition, designation of housing, homeownership programs or conversion activities

## CAPITAL BUDGET

• Additions of non-emergency work items (items not included in the current Annual Statement of Five Year Action Plan) or change in use of replacement reserve funds

## **POLICIES**

• Changes to rent or admissions policies or organization of the waiting list

An exception to the above definition will be made for any of the above that are adopted to reflect changes in HUD regulatory requirements since such changes are not considered significant amendments by HUD.

## <u>Attachment\_A</u> Supporting Documents Available for Review

PHAs are to indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review					
Applicable & On Display	Supporting Document	Related Plan Component			
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans			
X	State/Local Government Certification of Consistency with the Consolidated Plan (not required for this update)	5 Year and Annual Plans			
	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments tofair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans			
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction/s in which the PHA is located and any additional backup data to support statement of housingneeds in the jurisdiction	Annual Plan: Housing Needs			
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources			
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies			
	Any policy governing occupancy of Police Officers in Public Housing check here if included in the public housing A&O Policy	Annual Plan: Eligibility, Selection, and Admissions Policies			
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies			
X	Public housing rent determination policies, including the method for setting public housing flat rents check here if included in the public housing A & O Policy	Annual Plan: Rent Determination			
X	Schedule of flat rents offered at each public housing development check here if included in the public housing A & O Policy	Annual Plan: Rent Determination			
X	Section 8 rent determination (payment standard) policies check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination			

Small PHA Plan Update Page 7 **Table Library** 

	iew	
Applicable	List of Supporting Documents Available for Rev Supporting Document	Related Plan
Applicable &	Supporting Document	Component
On Display		Component
X	Public housing management and maintenance policy documents,	Annual Plan:
	including policies for the prevention or eradication of pest	Operations and
	infestation (including cockroach infestation)	Maintenance
X	Results of latest binding Public Housing Assessment System	Annual Plan:
	(PHAS) Assessment	Management and
		Operations
	Follow-up Plan to Results of the PHAS Resident Satisfaction	Annual Plan:
	Survey (if necessary)	Operations and
		Maintenance and
		Community Service &
		Self-Sufficiency
X	Results of latest Section 8 Management Assessment System	Annual Plan:
	(SEMAP)	Management and
		Operations
	Any required policies governing any Section 8 special housing	Annual Plan:
	types	Operations and
	check here if included in Section 8 Administrative	Maintenance
	Plan	
X	Public housing grievance procedures	Annual Plan: Grievance
Λ		Procedures
	$\bigotimes$ check here if included in the public housing	riocedures
	A & O Policy	
X	Section 8 informal review and hearing procedures	Annual Plan:
	Check here if included in Section 8 Administrative	Grievance Procedures
	Plan	
X	The HUD-approved Capital Fund/Comprehensive Grant Program	Annual Plan: Capital
	Annual Statement (HUD 52837) for any active grant year	Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any	Annual Plan: Capital
	active CIAP grants	Needs
	Approved HOPE VI applications or, if more recent, approved or	Annual Plan: Capital
	submitted HOPE VI Revitalization Plans, or any other approved	Needs
	proposal for development of public housing	
X	Self-evaluation, Needs Assessment and Transition Plan required	Annual Plan: Capital
	by regulations implementing §504 of the Rehabilitation Act and	Needs
	the Americans with Disabilities Act. See, PIH 9952 (HA).	
	Approved or submitted applications for demolition and/or	Annual Plan:
	disposition of public housing	Demolition and
		Disposition
	Approved or submitted applications for designation of public	Annual Plan:
	housing (Designated Housing Plans)	Designation of Public
		Housing
	Approved or submitted assessments of reasonable revitalization of	Annual Plan:
	public housing and approved or submitted conversion plans	Conversion of Public
	prepared pursuant to section 202 of the 1996 HUD Appropriations	Housing
	Act, Section 22 of the US Housing Act of 1937, or Section 33 of	
	the US Housing Act of 1937	
	Approved or submitted public housing homeownership	Annual Plan:
	programs/plans	Homeownership
	Policies governing any Section 8 Homeownership program	Annual Plan:
	(section of the Section 8 Administrative Plan)	Homeownership

List of Supporting Documents Available for Review					
Applicable & On Display	Supporting Document	Related Plan Component			
X	Cooperation agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies	Annual Plan: Community Service & Self-Sufficiency			
	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency			
X	Section 3 documentation required by 24 CFR Part 135, Subpart E	Annual Plan: Community Service & Self-Sufficiency			
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency			
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report	Annual Plan: Safety and Crime Prevention			
	<ul> <li>PHDEP-related documentation:</li> <li>Baseline law enforcement services for public housing developments assisted under the PHDEP plan;</li> <li>Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15);</li> <li>Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities;</li> <li>Coordination with other law enforcement efforts;</li> <li>Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and</li> <li>All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish needfor the public housing sites assisted under the PHDEP Plan.</li> </ul>	Annual Plan: Safety and Crime Prevention			
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G) Check here if included in the public housing A & O Policy	Pet Policy			
X	The results of the most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit			
	Troubled PHAs: MOA/Recovery Plan Other supporting documents (optional) (list individually; use as many lines as necessary)	Troubled PHAs (specify as needed)			

## Attachment B

## **Capital Fund Program Annual Statement**

Ann	Annual Statement/Performance and Evaluation Report						
Capi	Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP						
PHA N	ame:	Grant Type and Number					
D 10		Capital Fund Program:					
Bradfo	ord Housing Authority	Capital Fund Program Replacement Housing F	eator Grant No.				
Mori	ginal Annual Statement		isasters/ Emergencies Re	wisod A			
	formance and Evaluation Report for Period Ending:		and Evaluation Report	VISCU A			
Line	Summary by Development Account	Total Estin					
No.	Summing of Development Recount						
		Original	Revised				
1	Total non-CFP Funds	0					
2	1406 Operations						
3	1408 Management Improvements			1			
4	1410 Administration			1			
5	1411 Audit						
6	1415 liquidated Damages						
7	1430 Fees and Costs	34891					
8	1440 Site Acquisition						
9	1450 Site Improvement						
10	1460 Dwelling Structures	312270					
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	1498 Mod Used for Development						
19	1502 Contingency						
20	Amount of Annual Grant: (sum of lines 2-19)	347161		[			
21	Amount of line 20 Related to LBP Activities						
22	Amount of line 20 Related to Section 504 Compliance	180000					
23	Amount of line 20 Related to Security						
24	Amount of line 20 Related to Energy Conservation Measures						

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

PHA Name:	8 8	Grant Type and Nu				
Bradford Housing	g Authority	Capital Fund Program #:				
		Capital Fund Progr		ι.		
Development	Consel Description of Major Work		Housing Factor #			
Development Number	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		
Name/HA-Wide				Original	Revised	
Activities						
PA49-1	Automatic entrance doors	1460	Lump-sum	50000		
	Upgrade elevators	1460	2	130000		
	Kitchen counter tops and sinks	1460	129	109650		
PA49-3	Utility room light fixtures	1460	68	10200		
	Hall light fixtures	1460	138	12420		
HA-Wide	A/E Fees	1430	Lump-sum	34891		

## Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP Part III: Implementation Schedule

PHA Name:		Grant	Type and Nu	nber			Federal
Bradford Housing Authorit	ty	Capit	al Fund Progra	m #:			
			-	m Replacement Ho	-		
Development Number		Fund Obligat			ll Funds Expended		
Name/HA-Wide	(Qu	art Ending Da	te)	(Q	uarter Ending Date	e)	
Activities							
	Original	Revised	Actual	Original	Revised	Actual	
PA49-1	6/30/03			6/30/04			
D.4.40.2	C 100 100			C 120 10 A			
PA49-3	6/30/03			6/30/04			
TTA 337'1.	(/20/02			(20/04			
HA-Wide	6/30/03			6/30/04			

## Attachment C

## **Capital Fund Program 5-Year Action Plan**

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

CFP 5-Year A			
Development	Development Name		
Number	(or indicate PHA wide)		
DA 40.1	2 Bushnell Street High Rise		
PA49-1 Description of Net	eded Physical Improvements or Management	Estimated Cost	Planned Start I
Improvements			(HA Fiscal Yea
<ul> <li>Convert two</li> <li>Convert six 0</li> </ul>	on, gazebo and benches with walkways OBR to offices and return current office to 1BR BR to three 1BR storage facility	322500 50000 30000 90000 5000 20000 51600	2002 2003 2004 2004 2004 2004 2004
Total estimated co	ost over next 5 years	569100	

	CFP 5-Year Action Plan		
🛛 Original statem	ent 🗌 Revised statement		
Development	Development Name		
Number	(or indicate PHA wide)		
	South Center & Brookline Residential Family Un	its	
PA49-3			
Description of Need	led Physical Improvements or Management	<b>Estimated</b> Cost	Planned Start I
Improvements			(HA Fiscal Yea
<ul> <li>Landscaping in</li> <li>Garbage sheds</li> <li>Patios</li> <li>Stoves and refr</li> <li>Modernize kitc</li> <li>Replace floorin</li> </ul>	igerators hens	105000 28000 147000 116100 216000 108000	2003 2003 2003 2004 2005 2005
Total estimated cost	t over next 5 years	720100	

	CFP 5-Year Action Plan		
Original statem	nent 🗌 Revised statement		
Development	Development Name		
Number	(or indicate PHA wide)		
HA-Wide			
	led Physical Improvements or Management	Estimated Cost	Planned Start I
Improvements			(HA Fiscal Yea
• A/E Fees		24661	2002
• A/E Fees		17161	2003
• A/E Fees		34461 23161	2004 2005
• A/E Fees		25101	2005
Total estimated cos	t over next 5 years	99444	

# **Required Attachment \_D\_: Resident Member on the PHA Governing Board**

1.  $\square$  Yes  $\square$  No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)

- A. Name of resident member(s) on the governing board: Ann Bates
- B. How was the resident board member selected: (select one)?

Appointed Appointed by the Mayor as all other Commissioners

- C. The term of appointment is (include the date termexpires): Five year term which expires on 12/31/2001
- 2. A. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not?
  - the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis
  - the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.
  - Other (explain):
- B. Date of next term expiration of a governing board member: 12/31/2000 (Each 12/31 a term expires)
- C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position): Mayor Michelle Corignani

## Required Attachment \_\_E\_: Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provide a description sufficient to identify how members are chosen.)

- Jon Pedine, 2 Bushnell Street
- Rita Crawford, 2 Bushnell Street
- Michele Husinka, 2 Bushnell Street
- Linda Travis, South Center street
- Melissa Kohlmeier, Brookline Court

### HOUSING AUTHORITY OF THE CITY OF BRADFORD 2 Bushnell Street, Bradford, PA 16701

## PET POLICY AND RULES

**ADDENDUM TO THE LEASE FOR** 2 Bushnell Street (Elderly Project) and South Center and Brookline Court (Family Projects) managed by The Housing Authority of the City of Bradford, Bradford, PA; This Rider is made and entered into by and between The Bradford Housing

Authority (the "Landlord") and

(the "Resident")

For attachment to the Lease by and between Landlord and Resident, dated \_\_\_\_\_(the "Lease").

This Rider is incorporated into and constitutes an integral part of the Lease to which it is attached. The terms used herein, which are defined or specified in the lease, shall have the meanings indicated in the Lease where the context permits unless otherwise indicated herein, and definitions of terms set forth herein shall apply to the Lease where the context permits. If there are any inconsistencies between the provisions for this Rider and provisions for the Lease, the provisions of this Rider shall control.

Any violation of this Rider shall constitute a material breach of the Lease.

# NOTE: Nothing in this policy limits or impairs the rights of persons with disabilities.

### SECTION 1. DEFINITION OF PET AND NUMBER PER UNIT

A common household pet is defined as domesticated animal, such as a dog, cat, bird, fish that is traditionally kept in the home for pleasure rather than for commercial purposes.

A common household pet does not include reptiles of any kind. The one allowed aquarium cannot be larger than 10 gallons. <u>NO OTHER TYPE OF PET</u> <u>WILL BE PERMITTED.</u> Any other pet will be refused registration.

Dogs cannot weigh more than 25 pounds, cats cannot weigh more than 25

pounds. If the dog or cat grows to weigh more than the allowable weight, it then must be removed from the household immediately or the entire household will face the possibility of eviction.

No dangerous or intimidating pets, i.e., pit-bull dogs, rottweilers or doberman pinchers, will be permitted.

Only one four-legged, warm-blooded pet, is permitted, in a unit. Only one 10-gallon aquarium is permitted in a unit. A limit of two small birds is permitted to one cage. **No rodents-hamsters, etc.** 

### SECTION 2. PRE-REGISTRATION REQUIRED PRIOR TO ADMISSION

No less than ten (10) days before the pet is to be brought into the building, such pet must be registered with the Bradford Housing Authority by the Resident delivering to the Bradford Housing Authority the completed Pet Registration Form attached as Exhibit I. Registration must show type of pet, recent picture, name, age, and if applicable, license number and current inoculation information, name and address of pet's veterinarian, plus a signed Responsibility Form (Exhibit II), showing the names of three (3) persons to call to come get the pet in the event of the Resident's illness or death (see Section 4).

Pet registration must be updated annually by February 15<sup>th</sup>. If the Resident fails to provide complete pet registration information or fails to update the pet registration annually by February 15<sup>th</sup> the pet will not be permitted on the premises.

If the Bradford Housing Authority reasonably determines, based on a pet application or the Resident's housekeeping habits and practices or the Resident's health, that such person will be unable to comply fully with all these Pet Regulations, the pet will be denied registration admission. If Resident is in arrearage on rents; utilities, etc., resident will be denied registration admission.

### SECTION 3. REQUIRED UPDATE OF REGISTRATION

Each pet's registration must be updated once each year at the time of the annual recertification, and no later than February 15<sup>th</sup> annually. Updated annual registration will include:

a. Verification that the pet's license is in effect and has been renewed for the current year;

- b. A recent photograph of the Dog or Cat must be brought to the management office each year.
- c. Proof of any inoculations that are required for such pet, that all shots are current; and
- d. Proof of annual veterinary care.

At this time, the Pet responsibility Card will be reviewed with the Resident to see that the three (3) persons listed are still correct and that there has been no changes in either address or phone number.

### SECTION 4. PET RESPONSIBILITY CARD

Prior to pet admission, the Tenant must fill in and sign a written responsibility form as set forth on Exhibit II showing the name, address, and phone number of three (3) local persons (which none can be a tenant residing on Bradford Housing Authority property) who will come and get the pet in the event of the Resident's illness, vacation, or death. The responsibility form must be renewed each year by February 15<sup>th</sup> at the same time the pet's registration is updated.

### SECTION 5. INSURANCE

All pet owners are encouraged to purchase renter's insurance that includes property damage and general liability to protect themselves from possible cost attributed to pet ownership.

### SECTION 6. SECURITY DEPOSIT (REFUNDABLE)

Unless otherwise proscribed by the U.S. Department of Housing and Urban Development, a Pet Security deposit will be required of **DOG** and **CAT** owners in the **amount of \$99.00 payable** on or before the date when the pet is brought onto the premise.

Unless other proscribed by the U.S. Department of Housing and Urban Development, a Pet Security Deposit will be required of all **BIRDS** and **FISH** owners in the **amount of \$50.00** payable on or before the date when the pet is brought onto the premise.

The Bradford Housing Authority will refund any unused portion of the Pet Security Deposit within thirty (30) days after the resident moves from the apartment or no longer owns or keeps the pet on the premises. The Resident must provide written proof that the pet is no longer in the household.

### SECTION 7. PET REGISTRATION FEE: (NON-REFUNDABLE)

Unless otherwise proscribed by the U.S. Department of Housing and Urban

Development, a Pet Registration Fee will be required of **DOG** and **CAT** owners in

the **amount of \$50.00** payable on or before the date when the pet is brought

onto the premises.

A Pet Registration Fee will be required of **BIRD** and **FISH** owners in the

amount of \$25.00 payable on or before the date when the pet is brought onto

the premises.

THIS FEE IS NOT REFUNDABLE AT ANY TIME.

## SECTION 8. PETS - GENERAL CONDITIONS

The Resident agrees to comply with these rules and the violation of these rules shall be grounds for removal of the pet or termination of Resident's tenancy, or both.

- a. No pet may be left unattended, whether tied or tethered, outside of the resident's unit or building.
- b. No pet is to be taken into other resident's apartment for any reason.
- c. Pets are never permitted in the building's public rooms such as offices, laundry room, lounges or community rooms.
- d. Residents shall not alter their unit in any way as to create an enclosure for their pet.
- e. Apartments must be kept clean and free of hair, feathers, seeds, droppings, urine, feces and odors at all times.
- f. Cost of extermination from fleas, ticks or other animal related pests caused by a Resident's pet will be the responsibility of such resident.
- g. Only one (1) pet is allowed in the elevator at a time. If one pet is already in the elevator car when it stops at a floor, the second pet owner must wait for a car to stop without another pet in it.
- h. Tenants shall not permit any disturbance by their pet, which would interfere with other tenant's quiet enjoyment of their

### accommodations.

This includes disturbances such as loud barking, howling, scratching,

whining, loud chirping, yowling, screeching, or other such activities. **SECTION 9. <u>PET WASTE</u>** 

Pet waste must be properly disposed of as specified in the specific pet regulations applying to the type of pet in question.

Pet waste of all types, including litter box and cage cleaning must be put in tightly fastened, heavy-duty plastic bags.

Cat litter shall not be disposed of by flushing down toilets. Charges for unclogging toilets or clean up of common areas because of attributable pet nuisance shall be billed to and paid by the Resident Pet Owner. After second offense, the tenant will have to remove the pet.

**Residents of South Center and Brookline Court** are to place wrapped waste outside in their garbage cans.

**<u>Residents of 2 Bushnell Street</u>** are to bring waste directly down to the garbage room. At no time will pet waste of any type be permitted to be placed in the trash chute, wastebaskets or garbage cans inside the High-Rise. If a tenant does throw the waste in the trash chute and maintenance has to clean it there will be a \$25.00 charge.

### SECTION 10. PET OWNER LEAVING WITH PET

Whenever a pet is out of the apartment or housing unit for any reason, such pet will be on a leash or in a cage so that it does not become loose. If the pet does become loose, recapture of loose pet is the sole responsibility of the Tenant. The Bradford Housing Authority will not be involved or take responsibility for such recapture.

### SECTION 11. VISITING PETS

Visiting pets are not permitted unless they are Pets aiding the handicapped, i.e., Seeing Eye dogs, without specific written permission from the Landlord. If such written permission is granted, all provisions of this Pet Rider will apply to the visiting pet while on the Landlord's premises.

### SECTION 12. PROTECTION OF THE PET

If the health or the safety of a pet is threatened by the death or incapacity of the Resident or by other factors that render the Resident unable to care for the pet, the Resident or The Bradford Housing Authority will contact one of the three persons listed on the Pet Responsibility Card. If none of these three responsible people are willing or able to care for the pet, or after reasonable efforts, the Bradford Housing Authority has been unable to contact one of the three persons, the Bradford Housing Authority will contact the appropriate state or local agency and request removal of such pet. If there is no state or local agency authorized to remove a pet under these circumstances, The Bradford Housing Authority or its designee will enter the Resident's unit, remove the pet, and place it at the Humane Society for permanent disposition.

### SECTION 13. OWNER'S ABSENCE

If the Resident is temporarily absent such as going into the hospital for a few days or on vacation, the Bradford Housing Authority must be notified as soon as possible before the Resident leaves with the name of the person who will take total responsibility to regularly care for the pet until the Resident returns.

Failure to abide by the above regulations will cause the Bradford Housing Authority to arrange for removal and care of the pet as stated in Section 14, with the costs for such care the full responsibility of the Resident.

### SECTION 14. PET REMOVAL

If a pet becomes vicious or displays symptoms of severe illness or other behavior that constitutes an immediate threat to the health or safety of the pet or other persons as a whole, The Bradford Housing Authority or an authorized agency will be permitted to enter the Resident's unit immediately, remove the pet, and take such action with respect to the pet as may be permissible under state and local law. The Bradford Housing Authority is permitted to enter the Premises in such case if any one of four situations below apply.

- a. The Resident has refused to remove the pet or if The Bradford Housing Authority is unable to contact the resident to make the removal request.
- b. If the Resident is willing, but unable due to accident or illness to remove the pet.
- c. Should the Resident decide for any reason they no longer want the pet, it is the resident's responsibility to remove it and find somewhere to take it themselves at their expense.
- d. The Bradford Housing Authority reasonably believes the pet is being abused or neglected.

NOTICE FOR PET REMOVAL: If the Bradford Housing Authority determines that

the Resident has failed to correct the pet rule violation, the Bradford Housing Authority may serve a notice to the resident requiring the Resident to remove the pet. The notice will be in writing and will;

- a. Contain a brief statement of the factual basis for the determination and pet rule that has been violated;
- b. State that the resident must remove the pet; and
- c. State that failure to remove the pet shall result in initiation of procedures to have the pet removed or terminated the resident's tenancy, or both.

### SECTION 15. DEATH OF PET

Should a pet die on the Bradford Housing Authority's property it is the responsibility of the Resident to dispose of the pet immediately. If this is not done within one day and the Bradford Housing Authority must dispose of such pet, the resident will be responsible for all costs incurred by the Bradford Housing Authority.

The pet may not be disposed or buried on any of the Bradford Housing Authority property.

### SECTION 16. UNIT INSPECTION

The Bradford Housing Authority's personnel will not be permitted to enter the apartment or housing unit where a dog or cat resides unless the Resident is home and places the pet on a leash or is under control at all times while personnel are in the unit. Any problems noticed at an inspection, such as damages to the premises or odors, will be rectified by repairs or extermination within five (5) days of the inspection.

If the resident has not arranged for repairs or extermination within such five (5) days, the Bradford Housing Authority will then make the necessary repairs or extermination at the resident's expense. These charges are considered to be the same as rent due and owing and must be paid within thirty (30) days of invoice.

### SECTION 17. DOGS

In addition to the other sections of these rules, the following apply:

a. Dogs must be no less than six (6) months old and completely housebroken.

- b. Proof that the dog is already neutered or spayed must be furnished.
- c. Each dog must be licensed by the appropriate local governmental agency and proof of license renewal is required each year by the Resident. Dogs must wear a collar at all times showing license and owner's name and address, plus a flea collar. The flea collar needs to be changed every three months.
- d. Each year, by February 15<sup>th</sup>, the Resident must show proof that the dog has had the proper Parvo shots for distemper and rabies. This proof must be signed by a veterinarian.
- e. A dog cannot be over 14 inches tall at the top of the shoulder, or weigh over 25 pounds at maturity. In the case of a 6 month old dog, a statement from a veterinarian will be required verifying that normally that type of dog will not be over the size requirements as listed.
- f. A dog must be on a leash at all times (no longer than 6 feet) when outside of the Resident's premises unless it is in an approved locked pet carrier. Smaller dogs should be held and carried from the Resident's unit even if on lease.
- g. It is the Resident's responsibility to clean the exterior and interior of the unit if there is any deposit of hair, mud, snow, or animal waste from their pet. Also, if a pet tracks snow, rain or mud into any public area this must be cleaned up by the Resident immediately.
- h. No dog may stay alone in a unit overnight. It is the responsibility of the Resident if they have to leave suddenly and be away overnight to take the pet elsewhere off Housing Authority property until they return. The pet cannot be taken to another tenant's residence, it has be taken off the premises.
- i. Whenever Bradford Housing Authority's employees or contractors need to enter the Apartment or Housing, the Resident must be present and dog must be under control.
- j. Dogs should be brushed on a regular basis so that their hair does not shed during their trips in and out of the building.

**Residents of 2 Bushnell Street**: Dogs may not be exercised or curbed on Housing Authority property. They must be walked or curbed outside Housing Authority property. In case a pet cannot wait and does deposit waste on Housing Authority property, the pet owner must have a utensil such as a "pooper scooper" to clean up the waste and place it in a plastic bag and dispose of it properly.

Dogs are not allowed to be tied outside on Housing Authority grounds at 2 Bushnell Street. IMPORTANT: Only one pet is allowed in an elevator at a time. If one pet is in the elevator when it stops at a floor, the pet owner must wait for a car without a pet. If pet owner is able to carry pet on elevator, please do so.

**Residents of South Center & Brookline**: Dogs may be tied in the back yards away from the buildings (not to cause damage) on a five (5) foot chain attached to a leash anchor for short periods of time and tenant have to be able to observe pet.

Dogs cannot be left outside overnight. They are to be put out for short periods of times. Any waste needs to be cleaned up immediately and disposed of properly.

### Dog coops and doghouses are forbidden.

### SECTION 18: CATS

In addition to the other sections of these rules, the following apply:

Cats must be no less than six (6) months old and must be litter box trained before admission.

Proof that the cat has been de-clawed and spayed or neutered must be shown before admission approval.

Cats must wear a collar all times showing owner's name and address plus a flea collar. Flea collar must be changed every three months.

Proof must be shown before admission and each year by February 15<sup>th</sup> that the cat has had the proper FVR-CP and rabies and distemper shots. This proof must be signed by a veterinarian.

Cats must be on a leash at all times and carried when outside the Resident's apartment or carried in an approved locked pet carrier.

Whenever Bradford Housing Authority employees or contractors need to enter the apartment or housing unit, the Resident must be present and cat must be under control.

In the event the cat deposits hair, mud, snow, or animal waste in the building, in the hall, stairwell, or elevator, this must be cleaned up immediately by the Resident.

The Resident must use a cat litter box and waste must be cleaned daily from the litter box, placed in a tightly fastened plastic bag. Litter box must be fully cleaned and disposed of a minimum of three times a week, and replaced with new, clean litter. Soiled litter must be placed in a tightly fastened plastic bag and disposed of as follows:

**Residents of South Center and Brookline Court** should place the waste in their outside garbage cans.

**Residents of 2 Bushnell Street** need to bring the waste down to the garbage room.

**Note**: Tenants of 2 Bushnell Street should never throw litter down garbage chute. The bags break and make a mess in the garbage chute. If you do this and maintenance has to clean the mess you will be charged \$25.00.

## SECTION 19. OTHER PETS

Other pets permitted, which will require security deposit (see Section 6):

- a) Two small birds, one cage.
- b) One 10-gallon aquarium that is cleaned regularly and poses no odor or leakage.

## SECTION 20. UNAUTHORIZED PETS

ANY PET FOUND IN THE UNIT THAT IS NOT REGISTERED AND AUTHORIZED BY THE BRADFORD HOUSING AUTHORITY WILL BE REMOVED IMMEDIATELY. THE RESIDENT WILL BE NOTIFIED OF A LEASE VIOLATION AND EVICTION MAY RESULT.

The Resident agrees to comply with these rules as provided in this Rider, and the violation of these rules shall be grounds for removal of the pet or termination of the Resident's tenancy, or both in accordance with the provisions of this policy and applicable regulations.

\*\*\*\*\*\*\*\*\*\*\*\*

**DO NOT** SIN THIS RIDER IF YOU HAVE NOT READ IT CAREFULLY AND HAD ALL QUESTIONS ANSWERED, AS THIS DOCUMENT IS A BINDING PORTION OF YOUR LEASE.

Housing Authority of the City of Bradford

By:			
Title:			

Resident's Signature

Dated:	 			

Resident's Signature

# (Must be filled in, signed, and submitted with the Registration Form to the Housing Authority before the pet can be approved).

As a pet owner residing in the Bradford Housing Authority managed building, I have contacted the following three (3) local persons who have agreed by their signatures to accept the responsibility for removal and/or care of my pet if I become ill or for any reason cannot temporarily care for this pet.

1. I have read the Pet Regulations and agree to abide by these rules and assume responsibility for the (name of pet) \_\_\_\_\_\_\_owned by\_\_\_\_\_\_

In the event the owner is out of town, or for any reason is not able to continue care of the pet temporarily when called by the owner or the Bradford City Housing Authority.

(name)	(address)
Phone:	

2. I have read the Pet Regulations and agree to abide by these rules and assume responsibility for the (name of pet) \_\_\_\_\_\_ owned by

In the event the owner is out of town, or for any reason is not able to continue care of the pet temporarily when called by the owner or the or the Bradford City Housing Authority.

(name) (address) Phone: \_\_\_\_\_

3. I have read the Pet Regulations and agree to abide by these rules and assume responsibility for the (name pet) \_\_\_\_\_\_\_owned by

In the event the owner is out of town, or for any reason is not able to continue care of the pet temporarily when called by the owner or the Bradford City Housing Authority.

(name)	(address)
Phone:	

Effective 1/1/01

## PET OWNERSHIP POLICY FOR 2 BUSHNELL STREET AND SOUTH CENTER STREET AND BROOKLINE COURT

THE HOUSING AUTHORITY OF THE CITY OF BRADFORD, PENNSYLVANIA

## **PET POLICY**

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- EXHIBIT II. PET RESPONSIBILITY FORM

### HOUSING AUTHORITY OF THE CITY OF BRADFORD 2 Bushnell Street, Bradford, PA 16701

### **COMMUNITY SERVICE REQUIREMENT POLICY**

Per the requirement of CFR 960.600 "Community Service" each adult (18 or older) family member must complete the following in order to be eligible for continued occupancy, unless they are exempt.

- (1) Contribute eight (8) hours per month of community service (no political activities);
- (2) Participate in an economic self-sufficiency program;
- (3) Perform eight (8) hours per month of combined activities as previously described;

### EXEMPT ADULT FAMILY MEMBER FROM THIS REQUIREMENT:

- A. Family members who are 62 or older;
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42.U.S.C.416(I)(1) and who certifies that because of this disability she or he is unable to comply with community service requirements;
- C. Family members who are the primary care giver for someone who is blind or disabled (as set forth in Paragraph B above);
- D. Family members engaged in work activity;
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program;
- F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with the program.

### NOTIFICATION OF THE REQUIREMENT

The Bradford Housing Authority shall identify all adult family members who are apparently not exempt from the Community Service requirement.

The Bradford Housing Authority shall notify all such family members for the community service requirement and of the categories of individuals who are exempt from the

requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Bradford Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination after January 1, 2001. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

After adult family members are notified at the first annual reexamination after January 1, 2001 and each annual reexamination thereafter, the Bradford Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. Sixty (60) days before the family's next lease anniversary date, the volunteer coordinator will advise The Bradford Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

### VOLUNTEER OPPORTUNITES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as drug and alcohol abuse counseling and treatment).

### Political activities are prohibited as community service.

The Bradford Housing Authority will coordinate with Social Service Agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

### NOTIFICATION OF NON-COMPLIANCE

Thirty (30) days before the end of the twelve month lease term according to the reexamination of income schedule the lease will not be renewed. The non compliant resident can enter into a written agreement with The Bradford Housing Authority to cure the noncompliance by agreeing to complete the number of community services required; the family provides written documentation that the non-compliant resident no longer resides in the unit. The resident may request a grievance hearing to seek timely redress for The Bradford Housing Authority's non renewal of the lease.