



Prepared for the Tenants of the
**Watervliet Housing
Authority**



Equal Housing
Opportunity

WATERVLIET HOUSING AUTHORITY



BOARD OF COMMISSIONERS

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PHONE NUMBERS

Administrative Office.....273-4717
Maintenance Emergency # (*after hours*).273-6085
Shed.....274-5940
Police Department.....270-3833
Fire Department.....273-6633
Website.....www.watervliethousing.org
E-Mail.....office@WatervlietHousing.org

BUSINESS HOURS

Monday thru Friday
8:00 a.m. – 4:00 p.m.



Equal Housing
Opportunity
Rev 01/2001

A WORD OF WELCOME



The Watervliet Housing Authority is very proud to offer quality, safe and affordable housing to its residents. We work very hard to offer nothing but the best to our tenants. Everyone can make promises; the WHA has a reputation of keeping our promises and never accepting good as a standard. We interview tenants for apartments who have a good history as a tenant, demonstrates that they have a good rent payment history, can properly maintain an apartment and are responsible. We are here to help.

When you are accepted for an apartment with the Watervliet Housing Authority or under the management of the Watervliet Housing Authority, along with the keys you accept certain responsibilities.

There are undoubtedly many questions that may have come to your mind after our interview and may have forgotten to ask. This handbook should answer those questions. Also included are copies of some of our important documents and policies. Included in this handbook is a copy of our lease, pet and grievance policy and a description of our city's programs. Please keep it in a convenient place and consult it frequently.

The management has a responsibility for maintaining the best possible living conditions for you and your family. The basic key to maintaining good relations with the management is consideration for other people and their property and the upkeep of your property. If you are in doubt about anything, please contact the office. We hope your stay with the Watervliet Housing Authority is a pleasant and enjoyable one.

IGNORE RUMORS — FIND OUT THE FACTS!



Charles V. Patiscelli

WHAT IS THE WATERVLIET HOUSING AUTHORITY?

The Watervliet Housing Authority was created by the New York State Legislature in 1959 at the request of Mayor Hugh Donnelly to provide homes for low income Watervliet families. The rent you pay does not fully cover the economic cost of shelter, but requires subsidy by the Federal Government.

All families must meet eligibility requirements with respect to income and are selected in accordance with the approved Watervliet Housing Authority Occupancy Policy and the Housing Act of 1939 mandated by Congress.

There is no discrimination against people of any race, sex, color, or religion in the selection of tenants.

Michael J. Day Apartments



Built in 1959 by Mayor Hugh Donnelly, the project was named after the first mayor of Watervliet, Mayor Michael J. Day. The complex consists of 90 apartments: 6-1 bedrooms, 46-2 bedrooms, 34-3 bedrooms, 4-4 bedrooms, in 20 various buildings.

Abram Hilton Apartments

Built in 1961 by Mayor Hugh Donnelly, the project, located in Port Schuyler, was named after Mayor Abram Hilton. A smaller project of only 30 units having 16-1 bedrooms, 4-2 bedrooms, 8-3 bedrooms, and 2-4 bedrooms in 6 buildings.



Daniel P. Quinn Apartments

Built in 1966 exclusively for Senior Housing, this complex consists of 60-1 bedroom apartments and is named after Mayor Daniel P. Quinn.



Edwin Joslin Apartments

Constructed in 1974 to meet the needs of our low income family residents, the project was built by



Mayor James Cavanaugh and named after Mayor Edwin Joslin. The complex consists of 8 buildings with 18-2 bedrooms, 36-3 bedrooms, and 4-4 bedrooms.



Eugene Hanratta Apartments

The Watervliet Housing Authority's only 4 story building is located on 16th Street and 5th Avenue. This building has 68 senior citizen apartments, built in 1974, again by Mayor Cavanaugh, and was named after Mayor Eugene J. Hanratta.

Van Rensselaer Village

A complex located at the end of 16th Street at Early Drive, it consists of 100 apartments. The complex has 12 buildings with 28-1 bedrooms, 34-2 bedrooms, 28-3 bedrooms and 10-4 bedrooms. VRV is not owned by the Authority but managed. Many of the income rules do not apply to both. Check with the office if you have any questions.



Green Island Senior Building (formally St. Joseph's School)

We also manage 13 senior housing units for the Village of Green Island. This building was converted to apartments making it the pride and joy of the Village. They have central air conditioning, community room, laundry and very spacious apartments. If you haven't seen this building, your really missing out on a great apartment.

In total, the Watervliet Housing Authority manages 413 apartments, 191-1 bedrooms, 102-2 bedrooms, 106-3 bedrooms, and 20-4 bedrooms. The total value of the property is approximately \$10 million. This property is managed by an office staff of 6 and a 4 member maintenance department. Five commissioners appointed by the City Council and two tenant elected representatives are the governing body of the Authority.



LET'S BEGIN WITH THE LEASE AGREEMENT

The conditions of occupancy and your responsibilities as a tenant are explained in your Lease Agreement. You should become familiar with the contents of the lease by reading the Lease Agreement carefully. We are always available to answer questions you may have concerning your lease. We have included a copy of our

lease in the back of this booklet.

Once you sign your lease, you are required to abide by all rules and regulations of the Housing Authority. In return, the Watervliet Housing Authority is responsible for providing you with the services necessary to maintain a safe and decent residence.



The term of your lease is one month. It is automatically renewed each month when you pay your rent. No tenant may sell or assign his lease, sublet any room, give accommodations to any boarders, lodgers or roomers, or run a business from their apartment.

PAYING THE RENT



Your rent is due on the 1st of every month, but no later than the 5th working day during regular business hours. Payment should be made by check or money order and made out to the Watervliet Housing Authority. **The office cannot accept cash as payment as of 9/1/04.** Partial payments are acceptable but are subject to a late fee. Tenants failing to make their rent payments will be immediately served with a late notice and then a notice of eviction.

Communication is very important. We are not mind readers and therefore unable to know why you failed to make your payment. We are here to assist you if you have a problem. Avoid a bad credit rating and discuss your problem with the office.

A resident consistently late with monthly rent payments can be processed for eviction. Any legal cost incurred because of an eviction notice will be added to your bill. A late charge of \$10 is assessed to your rent if received after the 5th working day. Don't waste your money. We're sure you could find ways of spending that extra \$10, so please pay on time. **If you submit a bad check there is a \$25 charge and your checks will not longer be accepted. You will need to submit a money order for all future rent payment.**

INITIAL INSPECTION

Once you receive the keys to your apartment, you are responsible for any damages or missing fixtures. The apartment is now yours! Before you move into the apartment, it is thor-



oughly cleaned, repaired and should be in an acceptable condition, but for your own protection inspect it again.



The office gave you an apartment (move-in) acceptance sheet. This sheet is to be returned to the office within three business days. Please take the time to note any problems in your apartment on the sheet before returning it. If the office finds any items needing repair, a work order will be processed. Any other items such as a scratch in floors, cabinets, etc. that cannot be repaired must be documented so you will not be held responsible. Be careful, your security deposit is at stake.



SECURITY DEPOSITS

As a new tenant, you are required to pay a security deposit. This money will be put in the bank and remain there until the time you move out. The purpose of this security deposit is to insure the Authority against tenants causing damage to the apartment (other than normal wear and tear). All apartments are subject to inspection before a deposit is returned. Costs beyond the security deposit will be sought through legal action. Tenants are required to leave the apartment, including range and refrigerator, in a clean and orderly condition and also provide the office with a 30 day notice to vacate.

RENT CHANGES & REEXAMINATIONS

Once a year, you will be sent a notice that your income and family composition must be reviewed, as required by Federal Law. You are required to produce verification of both family income, change of assets, and/or family composition. Your rent for the coming year will be determined as a result of this re-examination.



The following is a schedule for reexamination by project:

Day Apts	November 1	Hilton Apts	July 1
Quinn Apts	January 1	Joslin Apts	September 1
Hanratta Apts	March 1	Van Rensselaer Village	Residents will be notified of their yearly re-exam on an individual basis.

These are the dates on which any change on the annual rent will become effective, therefore we must begin two months prior to each date, collecting verification and

providing adequate notice of a rent change.

Please do not ignore this notice. If you do not respond and on time, we will be forced to terminate your lease.

If, during the period of time between reexaminations you have an increase or decrease in your income and/or assets, or a member of your family moves in or out you must immediately report such changes to the office. Your rent and lease will be adjusted to properly reflect your current income and family composition. Failure to do so promptly is a violation of your lease agreement and would result in retroactive payments back when the change occurred.

TRANSFERS

Tenants eligible for transfer from one size apartment or one project to another are based upon family size. An appropriate unit will be assigned to you based upon the number of members in your family. All attempts possible will be made to move you when, and if, it ever becomes necessary to reduce any possible hardship or inconvenience.

RIGHT OF ENTRY/INSPECTIONS

We will do everything in our power to respect your right to complete privacy in your home. At the same time we must retain the right to enter to investigate any violation of rules. We also reserve the right to enter any apartment to investigate possible maintenance problems and/or to make repairs. Unless there is an emergency, such as a fire, gas or water leak, we will enter only with proper notification or your permission.



Additional lock or chains on any apartment doors are not permitted. You are not allowed to change the locks.

MOVING FROM THE APARTMENT

If you decide to move, you must give the office a written thirty (30) day notice prior to your expected move-out date. Failure to properly notify the office can result in the loss of your security deposit refund and an additional month's rent.

You are required to leave the apartment in the same condition as it was when you moved in. The apartment will be inspected by the maintenance department and any damage will be charged to you.



For your protection, you may arrange an appointment with the office for a final move-out inspection. This will give you the opportunity to explain any problems that may jeopardize your security deposit. It is our aim that your stay in the apartments owned or managed by the Watervliet Housing Authority will be a pleasant experience for you and your family and a profitable one in terms of enabling you to meet your living needs within your budget. If you leave because you can afford private rent or a home of your own, our purpose will have been accomplished. Good luck.



MAINTENANCE

You will be expected to keep the interior of your apartment clean and neat at all times. Accumulations of garbage and filth is both unsanitary and poses a health hazard to other tenants. Inspections will be done by management periodically to insure the upkeep of all apartments. If you have difficulty maintaining your apartment, you may wish to contact the office to obtain home aide services. The Authority maintains a policy by which it can evict a tenant who does not cooperate in keeping their apartment a clean and safe place to live.

Your home and complex is judged by its appearance. With cooperation of every tenant it could look like luxury apartments. When you see children or adults throwing papers, bottles and cans on the ground, explain that they should set a good example by picking up litter. It is your home and a reflection on all of us.

If you wish to plant bushes, shrubs or flowers, you must receive permission and must maintain them. If you neglect their care we will remove them so it will not present an unsightly or unattractive appearance.

Fences are not allowed.

REPAIRS

The Authority provides a maintenance crew to take care of all general repairs. Residents are not allowed to alter or change the locks or any fixtures. Contact the office if you have any questions about what you are allowed to do.



When you have a repair to be made, call the office and a work order will be issued. Do not tell a maintenance person while passing them on the street. They are not authorized to make any repair calls without an approved work order. Routine service calls are completed on a scheduled basis and usually take between one and five days. If you experience a delay in service, please be patient. Your call will be answered as soon as possible.



No charge will be made for normal wear, but you will be charged for any damages inside your home or in the public areas which have been caused by your carelessness or neglect. Remember this is your home, treat it as such.



EMERGENCIES

Emergencies are given top priority. Calls for sewer back-ups, lack of heat, toilets not



working and flooding are answered immediately. During off business hours you must call the emergency phone number (273-6085) for help. If your bathroom light is out, refrigerator or stove not working, or a fuse is blown, they are not considered emergencies and must wait until the next business day. You can also leave a message on the answering machine during nonbusiness hours.

TELEPHONE/CABLE/TV/CABLE TELEVISION

Cable and telephone hook-ups are available in all developments. You must make arrangements directly with the cable and telephone companies. You must have written permission from the office for any additional or relocation of the outlets. No outside antennas are permitted on the buildings or



hung from the windows, such as CB and radio antennas. We provide a master antennae system for your convenience. This will provide you with good TV reception and is free of charge. You receive channels 6, 10, 13. However, for Channel 17, you must change it to 7 and for Channel 23, change to 4. Tenants of Hanratta can view the lobby on Channel 2. You do not need rabbit ears. We are very proud of our TV channel on Time Warner cable showing on channel 17. This station is broadcast directly from our own office with a daily bulletin board of city events and many public service programs that benefit your family. Many of these programs are created by our own children. Watch for snow school closing.



Satellite Dish Rules

Satellite dishes may not exceed 1 meter in diameter. Dishes may be installed in apartments or your own balconies or patios. They may not be mounted on exterior walls, in common areas, on roofs or at any location outside of the tenant's apartment. Satellite dishes may not be installed in ways that would enable them to fall on people from above. They may not extend beyond a patio/balcony and they may not be installed in windows or on window frames. Satellite dishes may not be installed in ways that damage units or buildings. Satellite dishes must be installed professionally with a member of maintenance staff present and the tenant will be charged for the time spent by the WHA for being present.

FLOOR/WALL CARE

Carpeting and linoleum are permitted but cannot be fastened to the floor with adhesives, paste or nails. Damage to the hardwood or asphalt tile will be the responsibility of the tenants and will be subject to immediate court action. The use of double face tape is permitted. The use of contact paper, wallpaper or paneling is prohibited. When you move we cannot paint over it so it, must be removed. The paper does not peel off easily and takes the nap off the wall surface, making the job more difficult and expensive.

WATERBEDS

Waterbeds are not permitted due to the potential damage it may cause to the floors and ceiling unless a Certificate of Insurance is provided to the Housing Authority.

PAINTING POLICY



Apartments will be painted by the Authority once every 5-7 years. All apartments will be painted by the Authority and no tenant is allowed to paint. If any apartment is found to be painted by the tenant, the cost of restoring the walls to their original color will be immediately charged to the resident. For your safety, all our apartments were inspected for lead base paint and we are pleased to inform you none has been found. Also, all known asbestos insulation has been removed.

PLUMBING

Toilets and sinks are not to be used as general waste drains. Lack of proper care of the plumbing usually results in inconvenience and expense both to the family and to the Authority. All stoppage of toilets, tubs, and sinks which are caused by carelessness or failure to exercise ordinary caution will be corrected at the family's expense. A small trash container must be in each bathroom.



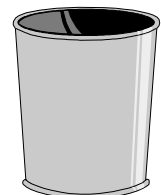
Disposable diapers, sanitary napkins, coffee grounds and tea bags must be discarded in your garbage container. Rubber balls, pencils, small toys, pads, and paper articles cannot be flushed through toilet bowls and costly damage is often the result of such instances. Do not put dye or drain pipe cleaners in sinks, lavatory, tubs or toilet drains.

TRASH & GARBAGE DISPOSAL

The City ordinance requires that trash and garbage be placed in garbage cans with secure lids. This avoids the rodent, dog and cat problems experienced by tenants putting their trash in easily ripped plastic or paper bags.

Garbage is to be placed at curb side for pick-up no earlier than Tuesday for pick-up on Wednesday mornings for all tenants.

Hanratta tenants can place all garbage in securely wrapped plastic bags and placed in the trash chute located in the hall on each floor. Glass bottles,



boxes and cartons must be deposited in the containers provided or neatly placed along side the can on the floor. An orange recycling bin is supplied by the Authority when you move in. Replacements can be obtained by calling Watervliet City Hall. Watervliet Housing Authority encourages recycling.

Any tenants throwing out large items such as sofas, mattresses, or chairs must put them out for Friday pick-up. Any tenant violating this policy is subject to a city fine and a charge from the Authority for pick-up.



If the maintenance crew has to pick up garbage from torn bags or boxes a charge of at least \$5 will be made to the responsible party. Garbage cans are provided by the Authority. Call if you need extra. The first set is at no charge,

however there will be a charge for replacement cans or covers.



STORAGE

The only storage space available is in your apartment. All apartments must be kept neat, orderly and uncluttered to comply with safety and fire regulations. Bike sheds are provided for Joslin and Hilton tenants. You must comply with the Bike Shed Policy. Contact the office for more information.

Cellars are not meant for excessive storage or play rooms. To prevent damage to life and property no flammable materials may be kept in the building or storage spaces. Tenants violating this should be reported to the Fire Department and the office.

Signs and outside storage

Tenants are not permitted to post signs of any nature on the WHA property, except signs of political nature in the inside of the tenants window for the period of a election. Also no outside storage of any kind is permitted, such as boats, trailers, basketball hoops etc.



Remember when you are finished using your gas grill to turn off the propane. NOTICE to VRV tenants no cookers are allowed on the balconies.

DAMAGE CHARGES

There will be no charge for repairs which are necessitated by ordinary wear and tear. Charges are made when residents or guests cause breakage or damage



through their actions or neglect. Carelessness, deliberate or otherwise, will mean an assessment to cover the cost of resulting damage in accordance with the list of charges posted at the administration office and will be added to the next rent payment.



Any broken windows must be paid for by the tenant whose apartment the window is broken, unless the person respon-

sible is reported to the police and a complaint is made by the tenant.

Tenants owing an overdue back charge may not receive any benefits or repair calls and face legal action until the matter is corrected. In order to prevent any charges and to avoid increased management costs all families are urged to care for their apartment, including the equipment and appliances.

EXTERMINATION

The Authority provides a free extermination service to its tenants on a as needed basis. Roaches, as well as other pests, sometimes get into the best kept homes. However, the best people don't permit them to stay. You'll be happy to know we spray mostly for ants and very rarely for roaches. It is extremely important for you to report any sign of infestation. The sooner the problem is treated, the easier the treatment phase.

To further prevent roach infestation make sure of the following:

- Remove all trash from your apartment daily.
- Wash all dirty dishes right away.
- Keep your stove and refrigerator clean.
- Do not leave food uncovered on counter tops or tables.
- Do not let old newspapers pile up.



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- Sweep floors and vacuum rugs regularly.
 - Report all plumbing leaks to the office.

If these pests are found after inspection by the management and the tenant has not reported their presence, the cost of extermination will be charged to the tenant. Failure to cooperate may result in eviction.

Mice are a constant problem everywhere. At the first sign of mice, put traps down and keep using them until you're sure they are gone for good.

The placing of bread, crumbs, or crackers on the lawns and sidewalks as food for birds and pigeons is prohibited. We all like to admire our feathered friends but the same food also attracts undesirable mice and rats. It is a hopeless task to exterminate and prevent infestation by these rodents if they are able to get all the wholesome food they want through the courtesy of bird loving tenants.



RANGE & REFRIGERATOR CARE



Kitchen appliances should always be kept thoroughly cleaned. A greasy, dirty stove can cause a fire or attract unwanted pests for which you would be held responsible. Don't forget to clean and keep the stove fan and hood free from grease. If you need assistance in moving your appliance, please call the office.

Keep the bottom and rear of the refrigerators free from dust. This saves energy and provides longer life to the appliance. Failure to do so can cause appliance breakdown for which you again can be responsible. Also, keep the door gaskets clean. When sticky, it causes the gaskets to rip. All refrigerators are self-defrosting.

Mold

To minimize the occurrence and growth of mold in the leased premises, Tenant hereby agrees to the following:

1. **Moisture accumulation.** Tenant shall remove any visible moisture accumulation in or on the leased premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in

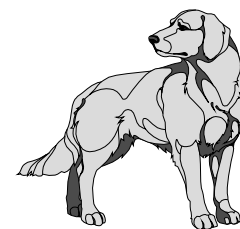
kitchen and bathroom when necessary; and keep climate and moisture in the leased premises at reasonable levels.

2. Notification of management. Tenant shall promptly notify management in writing of the presence of the following conditions:
 - a. A water leak, excessive moisture, or standing water inside the leased premises;
 - b. A water leak, excessive moisture, or standing water in any building or common room;
 - c. Mold growth in or on the leased premises that persists after tenant has tried several times to remove it with household cleaning solution
 - d. A malfunction in any part of the heating, air-conditioning, or ventilation system in the leased premises

Liability. Tenant shall be liable to the Owner for damages sustained to the leased premises or to Tenant's person or property as result of Tenant's failure to comply with the terms of this Rider.



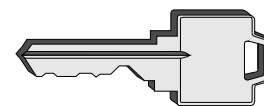
PETS



The Watervliet Housing Authority does permit pets in accordance with our pet policy. A copy is included in the back of this booklet. To prevent injuries or disturbances this policy is strictly enforced. Before purchasing a pet, call us to be sure there has not been any changes to our policy. We realize the pleasure and fine companionship these pets offer to children and adults, yet we must consider the welfare of the community as a whole.

Therefore, pets are not allowed to visit and refusal to remove on animal from the premises is a direct violation of a tenant's lease and will be considered grounds for eviction. Visiting animals may injure an innocent child, so for their protection please abide by this rule because it will be fully enforced.

KEY-LOCKOUT SERVICE



Each family receives two (2) keys to their apartment. Additional keys can be provided at the expense of the tenant.

If you are locked out when the office is closed, you must call the emergency number. There are charges for lockouts that occur after hours and on weekends. Do not try to enter your apartment by forcing open windows or doors by cutting

screens, it is considered destruction of Watervliet Housing Authority property. Get an extra key for a relative or close friend to hold for you just in case. **Let us know immediately if your deadbolt locks don't work. This is for your safety!**

EXCESS UTILITY CHARGES



Electricity is paid by the Authority for Hanratta Apartments and the tenants are charged for extra appliances, such as air conditioners and humidifiers, annually based upon their anticipated usage.

All appliances are charged \$48 regardless of the length of time in use per appliance. To make it easier on you we charge \$4 per unit per month. If your air conditioner is being left in year round, you will be charged \$5 per month per unit (\$60 per year).

Appliances found in the apartment and not reported by the tenant will be automatically charged \$96 (\$48 for a possible unreported year and \$48 for the current year).

AIR CONDITIONER POLICY

Tenants must remove air conditioners by October 1 of every year so not to waste heat and costly fuel.



Regulations regarding air conditioners are as follows:

1. Limit of two air conditioner units per apartment.
2. Capacity of the units may not exceed 7 1/2 amps.
3. The air conditioner's overall size cannot exceed the inside measurements of the storm window. The storm window cannot be removed.
4. Execution of the agreement by the tenant with respect to these charges commence immediately and are renewed annually.

Don't rest the unit on the window frame, we will provide you with wood spacers free of charge.

UTILITY ALLOWANCE



Regardless if your heat and electricity are included in your rent or you pay directly, everyone pays for the energy used. It is to everyone's advantage to save energy. Now is the time to establish good energy saving habits and it can help in the future when you move out of the Authority and are solely responsible for your energy consumption.

The central heating is supplied by the Authority for Quinn, Hilton and Day apartments. Joslin, Hanratta, and Van Rensselaer have their own individual heating units and they control the heat settings. Heat will automatically be supplied when the outside temperature falls below 55 and will shut off when the temperature goes above 55 for the central heating systems. The following are some suggestions on how you can assist in cutting the energy consumption:

- Turn off lights when not in use and avoid oversized bulbs.
- Do not remove storm windows from their frame and keep them shut during the heating season.
- Lower your manual radiator valves to allow more or less heat.
- Don't open windows or doors.
- Don't block radiators with furniture or clothes.
- Turn down your thermostat to a low setting if you are not at home for an extended period of time.
- Don't waste hot water. Report all dripping faucets or leaks.

Let's work together on this, the more money saved is more money available to do needed improvements. Your cooperation is appreciated.

Tenants paying their own electricity or gas, except Van Rensselaer, are allowed a utility allowance each month. This allowance is reviewed annually and is based on the tenants consumption and costs. To provide the office with the required data you must maintain a record of your monthly bills for an entire year and submit this record to the office every April. If you have lost your form call the office and one will be sent to you. The office deducts the anticipated consumption of extra appliances (dryer, freezer, air conditioner and humidifiers).

A WORD ON HOME ACCIDENTS AND SAFETY

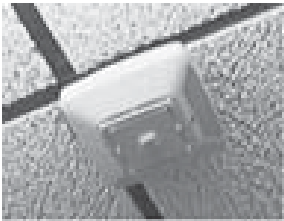
Thousands of home accidents occur every year. Most of these could have been prevented as many accidents are caused by carelessness or thoughtlessness. Think

of all the ways in which accidents may occur and try to eliminate the cause. Notify the office immediately of any hazard so that it can be corrected.



The safety, health and well-being of all residents are the joint responsibility of both tenants and administration. Avoid trouble by reporting strangers or other suspicious activities immediately to the office or the police.

All tenants are supplied with one or more smoke detectors. If you have a problem with your unit call the office immediately. Any tenant disconnecting the unit is first given a warning and if found a second time is subject to eviction. We also supply a fire extinguisher. Check the unit monthly to be sure it's in the charged zone. Tenants heating with gas heaters have a CO detector. These units are for your safety and protection.



Seniors: extra security devices were installed in your apartments. Use the intercom wisely. Do not allow anyone in unless you are absolutely sure you know who they are and what they want. Also, use your emergency alarms to your advantage. Put a long string and keep it near you so it's within reach, even in the shower. It could be your only way to call for help when it's needed the most.

Seniors should be aware that if you use the emergency alarm and also use your deadbolt, your door will not open automatically, but the alarm will still ring.

Defects hazardous to Life, Health, or Safety

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants as deemed by the Executive Director;

The Authority shall be responsible for repair of the unit within a reasonable period of time, not to exceed 7 days, after receiving notice from Tenant provided if damage was caused by Tenant, household members, or guests, the reasonable cost of repairs (e.g. labor, parts, materials, replacement, et.) shall be charged to Tenant.

The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unity if the hazardous condition was caused by Tenant, household members, or guests.

If the Tenant dwelling is deemed uninhabitable then the tenant will have 7 days to vacate all personal belongings so the Authority can make necessary repairs. If the tenant do not remove any property then the WHA has the right to remove and store any contents and stabilize the unit and make necessary repairs



WASHERS & DRYERS



Regardless how large your family is everyone needs to use a washer. Unfortunately, not everyone can afford one or have enough room to have a washer, let alone a dryer.

Tenants at Day have a washer and dryer hookup in the cellar. All dryers must be properly vented in an acceptable manner. Hilton tenants are allowed to have only a washer and it must be located in the utility room of the kitchen. Quinn has washer hookups and like Hilton, are allowed only 100 volt dryers. Joslin and Van Rensselaer residents are not allowed washers or dryers.

We expect your cooperation in assisting us in keeping the laundry rooms located at the Joslin Administration building, Quinn, Hilton, Hanratta buildings, and the Van Rensselaer complex clean and properly maintained. These facilities are open to all WHA residents. The laundry rooms are operated by volunteers. If you can help call the office. The laundry rooms are open from 8 am until 8 pm daily.

A GOOD NEIGHBOR POLICY

Be considerate of your neighbors and do not play any musical instrument, radio or TV in such a manner as to disturb others between the hours of 10 pm and 8 am. The City of Watervliet has an noise ordinance, so please be considerate or you could face both fines and eviction.

Sooner or later you discover that life is a mixture of good and bad, give and take. You learn it doesn't pay to be a sensitive soul and you should let little problems pass. You learn that those who lose their temper usually lose out. You learn that another person's gripe shouldn't be taken too seriously. You learn that carrying a chip on one's shoulder is the easiest way to get into a fight. You learn that the quickest way to become unpopular is to carry tales and gossip about others. You learn that even the maintenance men and the office personnel are human. And that it doesn't do any harm to smile and say good morning, even if it is raining. You learn to sympathize and have patience with youngsters because you too at one time were young. You learn that people are not any harder to get along with in one



place than another if they mind their own business and that getting along depends about 98% on taking care of your own behavior.

Before you go off for a fight or while you are discussing a problem, remember the Rotary Club's Motto, which is a businessman organization:

First: Is it the Truth?

Second: Is it fair to all concerned?

Third: Will it build good will and better friendships?

Fourth: Will it be beneficial to all concerned?



Thinking about this organization's test can be helpful to you not only with your neighbors but with your families, friends and business dealings. Hope it proves helpful. The Authority will not tolerate trouble makers and will evict a bad tenant, rather than have a bad tenant drive out a good one.

The Watervliet Housing Authority has a **ZERO DRUG TOLERANCE POLICY**. This policy states that the Authority will evict any resident who is involved in any criminal activity if it threatens the health, safety, or right to peaceful enjoyment of the premises by other residents and/or WHA employees. This includes all drug related activity occurring on or off WHA property. The resident is also responsible for the action of a guest who has "consent" to be on WHA property by a household member. Mere association with the person would be considered consent. If the presence of a WHA non-resident can be linked to a specific resident, the disruptive activities of said guest will be grounds for eviction of the entire host household.



CHILDREN



Your children are your responsibility. We offer limited playground equipment because of the lack of space and the close proximity of the many well-equipped city playgrounds.

While we welcome children, we do ask consideration of our tenants with children. Small children should be supervised by a parent or older member of the family at all times. Parents are held responsible for the action of their children and will be charged for any destructive act. Continual behavior of this nature can and will result in the termination of your lease. Keep a close eye on your children and discipline them when they need it.

Only small infant swimming pools are permitted. They must be emptied daily to avoid the possibility of an infant falling into the pool. Pools can not be any higher than 18” or they will be removed.

Remind your children that ball playing is for the park and not the courtyards and is therefore prohibited.

The tot playground at Joslin is for the use of Watervliet Housing Authority children 10 years old and younger. Older children are not permitted inside the yard un-



less they are supervising a younger child. The playground is locked if no one is in there. You may obtain a key for the playground at the office, but the key will be taken away if we find it being abused — all children in the playground must be supervised! There are Watervliet City parks located near Joslin apartments, near Van Rensselaer Village and near the

Hilton apartment complex for the children’s enjoyment.

The Authority co-sponsors the HEADSTART Program for children ages 3-5 for your benefit. Take advantage of this program. Contact the office or call the Headstart office at 274-4329 to find out about more programs currently active in the community. The Watervliet Civic Center also has a Before/After school program. For more information call 273-5922.



TENANT PARKING



The Housing Authority does not regulate street parking and neither does the tenant. No tenant has a reserved space, especially in front of your apartment. Be considerate and understanding. You are not permitted by City ordinance and the WHA to park abandoned cars or perform major repairs of any kind either on City streets or in WHA parking lots.



The Authority accepts no liability for any cars left in the parking lot. Whenever it snows, all cars should be removed from the parking lots and streets by 9:00 am if it is necessary to plow. If your car is left there you risk being plowed in or towed. Tenants are not allowed to park their car or motorcycles on the WHA lawns. This will result in a charge to the tenants.

GUESTS

You will occasionally have either friends or relatives visiting you temporarily for a short period. If you wish to bring a relative or other persons into your home permanently or for an indefinite period, you must first request permission from the office. The reason is that each apartment has been planned for a family of a certain size. Overcrowding is undesirable, particularly for families with children. If your request is approved any additional income derived by this person will then be added to yours for determining your eligibility and rent.

SECURITY/INSURANCE

We live in a world where not everyone is as honest as we may want. Protect your property. When leaving your apartment make double sure your 1st floor windows are locked and your door is locked.

Mark your valuables with some ID, take photos, and write down on paper the names and a brief description of the articles and their dollar value.

It is a violation of your lease if anyone disconnects a smoke detector for any reason. Report any problems immediately. If you fail to keep all smoke detectors in your unit operating at all times, you will receive one and only one warning. If you fail to comply with this rule a second time, we will have grounds for eviction.

The Authority is not responsible for the loss or damage to any personal property. It's the tenant's responsibility to purchase insurance against fire, theft, or other losses. The cost of insurance is relatively small and should be considered.



BULLETIN BOARDS

Bulletin boards are located in the office lobby and community rooms. Their purpose is for posting rules, regulations and policies as mandated by the Authority and HUD. Check the board frequently for any changes and notices of events. You can also watch Channel 17 on Time Warner cable for up-to-date events and even school closings due to weather. We also provide a monthly newsletter that lists activities, meeting, notices of inspection or public hearings and other very important information. We work really hard to keep you informed. Want to know more about the WHA? Visit our website at www.WatervlietHousing.org.

COMMUNITY ROOM

The office tries its best to provide both educational and recreational programs for its tenants. Also, check the newsletter for special events that are for your benefit. It is the policy of the WHA that in all public rooms such as the community rooms, smoking is prohibited. Please cooperate with this policy. If you wish to use our community room, you must call the office to reserve the room. You must read and agree to the terms of our agreement and sign a form.



HANDICAPPED TENANTS/APARTMENTS

There are handicapped apartments available for any tenant that is handicapped or disabled. If you are in need of special accommodations, please contact the office. If you need temporary wheelchairs or walkers, we may have access to them for you to borrow. Also, if you have a hearing loss, please let us know. We can install special smoke alarms for the hearing impaired.



Damage caused by smoking

Smoking is permitted in apartments. Resident's understands and agrees that any damage caused by or related to cigarette, pipe or cigar smoking, or any tobacco product shall not constitute ordinary wear and tear. Owner may deduct from Resident's security deposit for all damages and/or cost for the cleaning and repairing of any damage caused by or related to any tobacco product, including, but not limited to: deodorizing the apartment, sealing and painting the walls and ceiling, and repairing or replacing the tiles, carpet and/or pads.

Current tenants will be responsible for any additional costs associated with painting due to smoking. Typically only one coat of paint is required for routine maintenance. If an additional coat of paint or sealer is required the tenant will be charged for both labor and materials.

WHA POLICIES

For the convenience of our housing tenants we have included some of the most important policies. They are: grievance policy*, lists of charges, dwelling lease*, and our pet policy.

** does not apply to Van Rensselaer residents*

GRIEVANCE PROCEDURES

The grievance procedure is made available to any tenant and/or tenant organization A grievance means any dispute which a tenant may have with respect to WHA action or failure to act in accordance with the individual tenant's lease or WHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.

Residents receiving any notice for eviction for drug-related and/or criminal activity that threatens the health or safety of any public housing resident or employee of the Authority are not entitled to any grievance hearing.

Grievance Procedure

The purpose of this is to set forth the requirements, standards and criteria for a grievance procedure to be established and implemented by the Watervliet Housing Authority to assure that tenants are offered an opportunity for a hearing if the tenant disputes, within a reasonable time, any WHA action or failure to act involving the tenant's lease with the WHA or WHA regulations which adversely affect the individual tenant's right, duties welfare or status.

A. The WHA grievance procedure shall be applicable to all individual grievances as defined below between the tenant and the Authority provided, that in those jurisdictions which that, prior

to eviction, a tenant be given a hearing in court containing the element of due process, as defined below, the Authority may exclude for its procedure any grievance concerning an eviction or termination of tenancy based upon a tenants criminal activity that threatens the health, safety, or right to peaceful enjoyment of the WHA's public housing premises by other residents or employees of the WHA or any drug-related criminal activity on or near such premises. Grievance procedures are not available to tenants involved in drug related and/or criminal activity.

B. The Authority grievance procedure shall not be applicable to disputes between tenants not involving the WHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or group of tenants and the WHA Board of Commissioners.

C. This grievance policy will be made available to any tenant and/or tenant organization and they will have time (30 days) to present written or verbal comment on all proposed changes.

1. Definitions

A. Grievance — shall mean any dispute which a tenant may have with respect to WHA action or failure to act in accordance with the individual tenant's lease or WHA regulations which adversely affect the individual tenants rights, duties, welfare or status.

B. Complainant — shall mean any tenant whose grievance is presented to the Authority in accordance with the procedures set forth below.

C. Elements of Due Process — shall mean an eviction action or a termination of tenancy in a State or local court which the following procedural safeguards are required:

1. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction.
2. Opportunity for the tenant to examine all relevant documents, records and regulations of the Authority prior to the trial for the purpose of preparing a defense.
3. Rights of the tenant to be represented by counsel, at his/her own expense.
4. Opportunity for the tenant to refute the evidence presented by the Authority including the right to confront and cross-examine affirmative legal or equitable defense which the tenant may have.
5. A decision on merits.
6. Accommodations will be made for those with disabilities.

D. Tenant-shall mean the adult person (or persons) (other than a live-in aide): 1. Who resides in the unit, and who executed the lease with WHA as lessee of the unit, or, if no such person now resides in the unit, 2. Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

2. Informal Settlement of Grievances

Grievance shall be personally presented, either orally or in writing, to the Authority office so that it may be discussed informally and settled without a hearing. The grievance or complaint must be signed by the complainant and filed in the office by him or his representative within a reasonable time, not in excess of five (5) working days of the WHA action or failure to act which is the basis for

grievance. A summary of such discussion shall be prepared within a reasonable time. One copy shall be given to the tenant and one retained in the tenant file. The summary shall specify the names of the participants, dates of meeting the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedure by which a hearing may be obtained if the tenant is not satisfied.

3. Request for Obtaining a Hearing

A. Request for hearing — the complainant shall submit a written request for a hearing to the Authority office within 10 days after receipt of the summary of discussion. The written request shall specify:

1. The reasons for the grievance, and
2. The action or relief sought.

B. Failure to request a hearing — if the complainant does not request a hearing the WHA disposition of the grievance shall become final. Failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest the WHA action in disposing of the complaint in an appropriate judicial proceeding.

4. Selection of the Hearing Officer

The hearing shall be held before an impartial and disinterested hearing officer. The hearing officer shall be an approved arbitrator of the Albany Dispute Mediation Agency. The agency shall be requested to appoint an arbitrator to hear a grievance and shall be instructed to follow the procedures for this policy.

A. The impartial and disinterested hearing officer may not be a board member, officer or employee of the Watervliet Housing Authority or a tenant or former tenant.

B. There shall be no relative of the complainant which hears the complaint.

C. Any cost of the agency associated with the hearing shall be borne by the WHA not to exceed \$25 a hearing.

D. The Watervliet Housing Authority shall consult the tenant resident organization prior to the change of appointment of the hearing officer and request comments as to its appropriateness. As noted earlier, the Albany Dispute Mediation Agency is currently being used by the Authority.

5. The Hearing

A. Representation:

The parties shall be entitled to a fair hearing before the hearing officer and may be represented by counsel or another person chosen as a representative.

B. Private Hearing:

The hearing shall be private unless complainant requests and the hearing officer agrees to a public hearing. This shall not be construed to limit the attendance of persons with a valid interest in the proceedings.

C. Examination of Documents:

Complainant may examine before the hearing and, at his expense, copy all documents, records and regulations of the WHA that are relevant to the hearing. Any document not made available, after request therefore by the complainant, may not be relied on by the WHA at the hearing. The complainant may request, in writing, in advance and at his expense, a transcript of the hearing.

D. Previous Hearing:

The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.

E. Escrow Deposit:

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease requirement or other charges which the Authority claims is due, the complainant shall pay the WHA an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer. These requirements may be waived by the Authority in extenuating circumstances. Unless so waived, the failure to make payment shall not contest the WHA deposition of his grievance in any appropriate judicial proceeding.

1. In the event that the hearing officer finds in favor of the complaint, the funds on deposit in escrow shall be returned to the Tenant within two (2) working days after the written decision by the hearing officer has made.

2. In the event that the hearing officer rendered a decision in favor of the WHA, the funds in escrow shall be paid over to the WHA within ten (10) days of the hearing officer's decision. If the complainant intends to appeal said officer's decision, the appeal proceedings are to commence within ten days of original decision. The funds shall remain in escrow until a final decision on the appeal is made.

F. Failure to Appear:

If the complainant fails to appear at a hearing, without justifiable reason the officer may make a determination that the complainant has waived his right to the hearing. Such a determination contest the WHA's disposition of this grievance in an appropriate judicial proceeding.

G. Request Adjournment:

The Complainant has the right to ask for adjournment prior to the hearing if the request is approved by a majority of the hearing officers.

H. Complainant Required to Appear:

At the hearing the complaint must take a prima facie case, and then the burden of proof is on the WHA to justify the action or inaction proposed by it in its answer to the complaint. The complainant may present evidence and arguments in support of his complaint, to controvert evidence relied on by the WHA, and confront and cross-examine all witnesses on whose testimony or information the WHA relies. Hearings conducted by the hearing officer shall be informal, 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, as limited however, to the facts and issues raises by the complaint and answer, may be received by the hearing officer without regard to either that evidence would be admissible under rules of evidence employed in judicial proceedings.

6. Decisions of the Hearing Panel

A. Decision:

The decision of the hearing officer shall be based solely on and exclusively upon facts presented at the hearing and upon applicable WHA and HUD regulations. To the extent that the decision is not inconsistent with state law, the United States Housing Act of 1937, as amended, HUD regulations and requirements promulgated there under, or the Annual Contributions Contract, and to the extent provided in subsection if below, the decision of the hearing officer shall be binding on the WHA.

B. Parties Submission:

If both parties agree to prepare a proposed decision to the hearing officer each shall submit same to the hearing officer for its consideration.

C. Written Decision:

The hearing officer shall prepare its written decision, including a statement of findings and conclusions; as well as the reasons or basis therefor, upon all material issues raised by the parties. This shall be done within a reasonable time after the date of the hearing. Copies therefor shall be mailed or delivered to the parties and/or their representatives. The written decision of the hearing officer with all names and identifying references deleted, shall be maintained on file by the WHA and made available for inspection by a prospective complainant or his representative.

D. File of Decision:

Any judicial decision, or related settlement pertaining to the decision of the hearing officer shall also be maintained on file by the WHA and made available for inspection.

E. Favorable Decision:

If the decision is in favor of the complainant, the WHA shall promptly take all required actions rendered by such decision unless the Board of Commissioners of the WHA determines and notifies the complainant in writing within 30 days that the Hearing Panel has acted arbitrarily or exceeded its authority. In such event, the hearing officer's decision may be judicially reviewed.

7. Appeals from the Hearing Officer's Decision:

A decision by the hearing officer which is in favor of the WHA and/or denies the complainant his requested relief in whole or in part, shall not constitute a waiver of, nor affect in any manner, whatever rights the complainant may have to a trial.

8. Notice to Vacate Premises:

A. At the time of the private conference required by Low-Rent Housing Handbook RhM 7465.1 the tenant must be informed in writing of:

1. The specific reason for the proposed eviction; and
2. His right to request a hearing upon the proposed eviction within five working days from the date of the conference.

B. If the tenant has requested a hearing on the proposed eviction and the hearing officer by its

decision upholds the WHA’s proposal to evict, an action to regain possession may not be commenced until after the Tenant’s right to use and/or occupy the premises has been terminated by lawful notice. Such notice to vacate may not be given prior to the date on which the hearing officer’s decision upholding the proposed eviction is delivered or mailed to the tenant.

C. When such notice to vacate is given to the Tenant, he must be informed in writing that:

1. If he fails to quit the premises within three days, appropriate legal action (dependent on State Law) will be brought against him;
2. If suit is brought against him, he will be required to pay court costs and attorney fees incurred once a court order has been obtained through Judicial proceedings.
3. If he chooses to contest the legal action, the WHA must prove that the reasons upon which it originally relied constituted good cause for eviction under the applicable law, rules and regulations.

Charges for damage and replacement of property resulting from neglect or misuse are posted on the bulletin board at the office.

Watervliet Housing Authority Dwelling Lease

1. Identification of Premises & Parties: **The WATERVLIET HOUSING AUTHORITY (herein after called *Management*, does hereby lease the premises known as Apt No. _____ to (herein after known as “Tenant”) for use solely as a residence by the Tenant and the following members of his/her household:**

2. Lease Term: **The Term of this Lease shall begin on the first day of _____ and shall be for a period of one month and shall be automatically renewed for successive terms perpetually at the agreed rental, payable in advance on or before the 1st day of each calendar month.**

3. Amount of Rent: **The monthly rent of \$ _____, (except as indicated in Appendix 1), shall be due and payable in advance on the first day of each month beginning on _____. This rental figure will remain in effect, unless adjusted as a result of Regular Reexamination or an Interim Rental Adjustment. In the event that the date of occupancy is other than the first day of the month the monthly rental shall be prorated at a daily rate.**

_____ This rent is based on the Authority-determined flat rent for this unit.
_____ This rent is based on the income and other information reported by the Resident.
(Check one)

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family’s income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that

create a hardship for the family that would be alleviated by a change.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship. Tenants reporting income rendering them eligible for minimum rent must complete monthly interim re-examinations and provide current income and asset information, as well as current monthly expenses, such as bills for utility, telephone, groceries, etc.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

4. Penalties for Late Rental Payment: A penalty in the amount of \$10.00 shall be assessed by the Management upon a Tenant' whose rent is not received in the Management Office prior to the close of business on the 5th working day of the month for which payment is due unless Tenant signs a written request as to the reasons for his inability to pay, and a mutual agreement to pay according to a specified plan.

5. Utilities and Equipment Included: Rent paid by the Tenant shall include gas and electric, except as noted in Appendix 1. The Dwelling Unit shall contain a refrigerator and a range.

6. Charges for Maintenance & Repairs: Tenant agrees to pay reasonable charges (other than normal wear and tear) for repair of any damages or breakage unless proven otherwise and up to the discretion of the Executive Director. Management agrees to have posted, conspicuously and in a public area of the Administration Office, a schedule of such charges for extraordinary maintenance and repairs which are subject to revision. When such schedule is revised, the Management shall, post the new charges.

7. Excess Utilities Charges:

(a) Tenant agrees to pay a reasonable amount, in addition to rent, for excess utilities consumption in connection with the use of air conditioners, freezers, dryers, etc. at an annual rate of \$48.00 regardless of the length of time in use and can be paid at a rate of \$4 for each unit per month.

(b) Excess Utilities charges to be assessed under this Lease are as follows:

(c) Charges for Excess Utilities consumption shall be based upon surveys conducted by management on an area-wide basis and are subject to revision from time to time. When such schedule is revised, Management shall notify Tenants and post publicly the new rates.

8. Payment of Charges: The charges assessed under Paragraph 6 shall become due and collectible two weeks after receipt by Tenant of written notice of charges by Watervliet Housing Authority.

9. Security Deposit: A security deposit in the amount of \$125.00 or one month's rent

whichever is greater, shall be paid to the Authority upon execution of the rent agreement.

SECURITY DEPOSIT: The Resident has paid the amount of \$ _____ to the Landlord as a Security Deposit.

For applicants coming to WHA, receiving Social Services, their security will be one months rent (according to the Social Services Schedule). The Utility allowance is not a consideration in the determination of the amount of the security in this case.

At the termination of this lease the security deposit will be used toward the cost of repairing any intentional or negligent damages to the dwelling unit caused by the tenant, his family, his dependents, or guests, and any rent or other charges owed by the tenant.

Any damage caused by or related to cigarette, pipe or cigar smoking, or any tobacco product shall not constitute ordinary wear and tear. Owner may deduct from Resident's security deposit for all damages and/or cost for the cleaning and repairing of any damage caused by or related to any tobacco product, including, but not limited to: deodorizing the apartment, sealing and painting the walls and ceiling, and repairing or replacing the tiles, carpet and/or pads.

The Authority agrees to deposit such security deposit in an interest bearing account, crediting such interest as may accrue to tenants' security deposit, with any interest earned returned annually to the tenant. The Authority agrees to return the security deposit, to the tenant when he vacates, less any deductions for any of the costs indicated above within 30 days of vacating the unit. Management will give tenant a written statement of any such costs for damages and/or other charges to be deducted from the security deposit. The security deposit may not be used to pay rent or other charges while the tenant occupies the dwelling unit.

10. Regular Rental Redetermination: Once each year as requested by Management, the Tenant agrees to furnish accurate information as to current family income, employment, and compensation for use by management in determining whether the rental should be changed and whether the Dwelling Unit size is still appropriate for Tenant's needs, for public housing. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the landlord's grievance procedures.

Failure to furnish accurate information as to current family income, employment, and composition when requested by WHA at scheduled appointment will result in Eviction Procedures.

11. Interim Rental Adjustments: The rent as stated in Paragraph 3, or as adjusted following regular determination will remain in effect until the next re-determination unless family income, or source of said income, or composition changes during the interim period.

The rent of a tenant family will be reviewed and rent adjustments made as appropriate upon receipt of a written report by the tenant of any changes in family income or source of said income, or composition. Changes must be reported to the Authority within ten (10) days of the occurrence of such changes.

In addition, Residents paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertifications:

- a. A decrease in annual income;
- b. Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
- c. Handicapped assistance expenses, which enable a family member to work;
- d. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the

family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

12. Notice to Tenant Rental Adjustment: **In the event of any rental adjustment pursuant to paragraph Nos. 10 and I 1, Management will mail or deliver a "Notice of Rent Adjustment" to affected Tenants.**

- (a) Rent decreases will be effective the first day of month following the reported change, provided the tenant has timely reported such change. All reported decreases are to be verified.**
- (b) Increased rents will be effective the first of the second month following the date of the actual change.**
- (c) If the Authority finds that the tenant has misrepresented the facts upon which the rent is based, any increase in rent will be made retroactive to the first of the second month following the date of the actual change. Tenant, shall receive a written explanation of said rental adjustment. If Tenant is dissatisfied with said explanation, Tenant may request a hearing in accordance with the Watervliet Housing Authority grievance procedure.**

13. Occupancy Conditions and Transfers: **Guests staying overnight for more than 36 hours per week must provide written notification to the Authority and receive express written consent.**

Except for additions to the residents family resulting from births, to obtain the Authorities consent in writing before allowing any person, other than a member of the residents family listed on the residents Lease, to take up residence in the residents apartment. *All additional persons must make a normal application for admission and be certified eligible prior to any consideration of the Authority to provide written consent for their addition to the Lease.* The failure to obtain such consent will result in the immediate termination of the Lease and/or refusal for Lease renewal. Unauthorized persons using or giving a Watervliet Housing Authority address without prior approval of the Authority may have their formal applications denied and also result in a termination of lease of the unit in question. If the Authority determines that the size of the dwelling unit is no longer appropriate to the Tenants' needs, the management may amend this lease by written notice to the tenant that the tenant will be required to move to another unit of the Authority which is of correct occupancy standards.

The Tenant shall comply with such requirements at Watervliet Housing Authority's expense unless the move is indicated upon Tenant's request of move due to convenient care, the costs

of said move shall be borne by Tenant.

14. SIZE OF DWELLING: The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed sixty (60) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

15. Watervliet Housing Authority Obligations: The Watervliet Housing Authority's obligations under this lease shall include the following:

- (a) To maintain the premises. and the project in decent, safe and sanitary condition;**
- (b) To comply with requirements of applicable building- codes, housing codes, and HUD regulations materially affecting health and safety;**
- (c) To make necessary repairs to the premises;**
- (d) To keep project buildings, facilities and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition;**
- (e) To maintain in good and safe working condition; electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by Management and be repaired within a reasonable time period;**
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the tenant in accordance with Paragraph 15(g) of this section; and**
- (g) To supply running water and reasonable amounts of hot water and reasonable amounts of custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection.**
- (h) To notify Tenant in writing for any adverse action taken by the Watervliet Housing Authority on behalf of the Tenant.**

16. **Tenant's Obligations: Under the terms of this Lease, the Tenant shall be obligated as follows:**
- (a) Not to assign the lease or to sublease the premises;**
 - (b) Not to provide accommodations for boarders or lodgers;**
 - (c) To use the premises solely as a private dwelling for the tenant and the tenants household as identified in the Lease and not to use or permit its use for any other purpose; With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.**
 - (d) To abide by necessary and reasonable regulations promulgated by Management for the benefit and well-being of the housing project and the tenants as set forth herein, included in the tenant handbook and regulations regularly published in 'Resident Newsletters', and those posted in the Administration Office.**
 - (e) To comply with all obligations imposed upon tenants by applicable provisions of building and housing code materially affecting health and safety; especially not to tamper or disconnect any smoke alarm and to report defective or non-operational alarms to the office immediately.**
 - (f) To keep the premises and such other areas as may be assigned to him for his exclusive use in a clean and safe condition and remove snow and ice from walks and entrances of the lease premises; with exception of senior and disabled tenants who are not required to remove snow and ice;**
 - (g) To dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner. Tenant failing to properly dispose of trash will be fined.**
 - (h) To abide by all rules and regulations of recycling put forth by the City of Watervliet.**
 - (i) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators.**
 - (j) To refrain from, and to cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project.**
 - (k) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project building, facilities or common areas caused by but not limited to the tenant, his household or guests; and in event of default by tenant, to pay reasonable charges for any administrative expenses incurred to enforce the Lease requirements, such as investigative fees, etc.**
 - (l) To conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.**

-
- (m) To refrain from, and cause his/her household guest(s) to refrain from engaging in any criminal activity. The WHA has a One Strike or zero tolerance policy with respect to violations of these lease terms.**
 - (n) Tenants are permitted to have a pet in accordance to the WHA Pet Policy. No tenant, nor his household guest(s) may keep for any purpose, dog(s), cat(s) or any pet of any nature which management in its sole discretion, determines to be unhealthy, unclean or dangerous except those tenants complying with the WHA Pet Policy. All tenants shall abide by the pet regulations as mandated by the WHA.**
 - (o) Tenant who renovates apartment without authorization from Management will risk forfeiture of their Security Deposit and/or additional charges, these include but not limited to, repainting, additional phone, cable, electrical or plumbing installation.**
 - (p) Where dwelling is individually metered, failure of the tenant to pay utility charges as billed by the utility company, shall constitute grounds for termination of the and eviction proceedings against the tenant due to unit becoming substandard. The Authority shall not be responsible for failure to furnish utilities by reason of any cause beyond its control.**
 - (q) Only properly registered vehicles are permitted in WHA parking areas and vehicle repairs such as oil changes, motor overhauls and body work) shall not be allowed in the project).**
 - (r) No Tenant, his/her household or guests shall use drugs or engage in any unlawful activity involving drugs. The WHA has a One Strike or zero tolerance with respect to violations of these lease terms.**
 - (s) Tenants receiving any notice for eviction for drug related and/or criminal or other activity that threatens the health or safety of any public housing resident or employee of the WHA are not entitled to any grievance hearing.**
 - (t) WHA may also terminate the tenancy for any tenant if the Authority determines that the persons abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or employees.**
 - (u) Not Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds**
 - (v) Not install or alter carpeting, resurface floors or alter woodwork**
 - (w) Not install washers, dryers, fans, space heaters, or air conditioners in an elderly dwelling unit;**
 - (x) Not install additional or different locks or gates on any doors or windows of the dwelling unit;**
 - (y) To comply with the community service requirement;**
 - (z) Smoking is permitted in apartments. Resident's understands and agrees that any damage caused by or related to cigarette, pipe or cigar smoking, or any tobacco product shall not constitute ordinary wear and tear. Owner may deduct from Resident's security deposit for all damages and/or cost for the cleaning and repairing of any damage caused by or related to any tobacco product, including, but not limited to: deodorizing the apartment, sealing and painting the walls and ceiling, and repairing or replacing the tiles, carpet and/or pads. Current tenants will be responsible for any additional costs associated**

with painting due to smoking. Typically only one coat of paint is required for routine maintenance. If an additional coat of paint or sealer is required the tenant will be charged for both labor and materials.

- (aa) Regulations related to the placement of signs, storage, pools and satellite dishes have specific restrictions and so described in the WHA Occupancy policy.
- (bb) To remove any visible moisture accumulation in or on the leased premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the leased premises at reasonable levels; And to promptly notify management in writing of the presence of the following conditions:
 - a. A water leak, excessive moisture, or standing water inside the leased premises;
 - b. A water leak, excessive moisture, or standing water in any building or common room;
 - c. Mold growth in or on the leased premises that persists after tenant has tried several times to remove it with household cleaning solution
 - d. A malfunction in any part of the heating, air-conditioning, or ventilation system in the leased premises

Tenant shall be liable to the Owner for damages sustained to the leased premises or to Tenant's person or property as result of Tenant's failure to comply with the terms of this Rider.

17. Rights and Obligations of Tenants and Watervliet Housing Authority In the Event of Damages Which are Hazardous to Life, Health or Safety:

- (a) The Tenant shall notify Management at once:
- (b) Management shall make repairs within a reasonable time frame. If the damages were caused by the Tenant, his household, or guest, the reasonable cost of repairs shall be charged to tenant;
- (c) Management shall offer to the Tenant, alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time; and
- (d) In the event repairs are not made or alternate accommodations are not provided, there shall be an abatement of rent in proportion to the seriousness of the damage. Except that no abatement of rent shall occur if the Tenant rejects the alternative accommodations or if the damage was caused by the Tenant, Tenant's household, or guests.
- (e) Defects hazardous to Life, Health, or Safety **In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants as deemed by the Executive Director; The Authority shall be responsible for repair of the unit within a reasonable period of time, not to exceed 7 days, after receiving notice from Tenant provided if damage was caused by Tenant, household members, or guests, the reasonable cost of repairs (e.g. labor, parts, materials, replacement, et.) shall be charged to Tenant. The Authority shall offer Tenant a replacement dwelling unit, if available, if**

necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests. If the Tenant dwelling is deemed uninhabitable then the tenant will have 7 days to vacate all personal belongings so the Authority can make necessary repairs. If the tenant do not remove any property then the WHA has the right to remove and store any contents and stabilize the unit and make necessary repairs.

18. Pre-Occupancy and Pre-Termination Inspections:

- (a) Pre-Occupancy Inspection: Prior to commencement of occupancy, a management inspection of the unit will be conducted and a copy of the signed inspection report will be placed in the tenant's folder. The Tenant will receive an inspection sheet and note any deficiencies, however minor, then sign and return the statement within 3 days of occupancy. After such time, tenant will be responsible for any deficiencies found in the apartment.**
- (b) Pre-Termination Inspection: Unit will be inspected at time tenant vacates. Tenant will be furnished with a written statement of any charges to be made. If requested in writing, Tenant may participate in this inspection unless he has vacated without prior notice to Management.**

19. Entry of Premises During Tenancy:

- (a) Watervliet Housing Authority representatives shall be permitted to enter a unit, during business hours, for routine inspections, repairs or maintenance, making improvement, or to show the apartment for re-leasing. Written notice, including notice by Newsletters specifying reason for entry and delivered to the unit at least 48 hours in advance, constitutes 'reasonable' notification.**
- (b) Premises may be entered without notice when there is reasonable cause to believe that an emergency exists.**
- (c) In the event that no adult members of the household are present at the time of emergency entry, a written statement shall be left, specifying the date, time, and purpose of the entry.**

20. Notice Procedures:

- (a) Except as provided in Paragraph 18, notices to Tenants shall be in writing, delivered to an adult member of the household, or sent by pre-paid first Class mail, properly addressed, accommodations will be made for visually impaired.**
- (b) Notices to the Watervliet Housing Authority shall be in writing, delivered to the Administration Office, or sent by pre-paid First Class Mail, properly addressed.**

21. Termination of Lease: **Procedures to be followed by Management and Tenant:**

- (a) Management shall not terminate, or refuse to renew the Lease, other than for serious or repeated violation of Lease Terms as outlined in Statement of Policies (ACOP), such as, but not limited to the following:**

- A. Non-payment of rent or other charges.**
- B. A history of late or chronic late rental payments;**
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;**
- D. Willful misrepresentation or concealment by tenant of any material fact which would effect eligibility for admission, continued occupancy or rent to be paid.**
- E. Failure to maintain the unit in a safe and sanitary manner;**
- F. Assignment or subletting of the premises;**
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);**
- H. Destruction of property;**
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;**
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the WATERVLIET Housing Authority;**
- K. Non-compliance with Non-Citizen Rule requirements;**
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and**
- M. Other good cause.**
- N. Breach of rules and regulation of tenancy.**
- O. Non-cooperation.**
- P. Under or over occupancy and refuses offer of transfer; would include remaining member(s) of tenant family.**
- Q. Assignment or transfer of possession by tenant of record to person(s) with out Authority permission consent, after tenant of record has moved from apartment.**
- R. Non-desirability as defined in admission standards.**
- S. Contingent liability arising from use of apartment for illegal purposes.**
- T. The mere possession of illegal drugs found on the premise resulting in an adverse affect on the projects environment.**
- U. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants and/or WHA employees.**
- V. Failure to pay their utility bills with power company due to the fact they are receiving a utility allowance.**
- W. Failure to allow the WHA to perform needed repairs after receiving a 48 hours notice**
- X. Removing or tampering with the operation of a smoke detector, fire extinguisher and or CO detector, if installed and after first receiving a written warning informing tenant of the violation.**
- Y. Failure to comply with the community service requirement.**

(b) Management shall give Written Notice of Termination as follows:

- 1. 14 days, in the case of failure to pay rent, or**

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2. **A reasonable time considering the seriousness of the situation, but not to exceed 15 days, in the case of threats to health and safety of other tenants or Authority's employees, including criminal and drug related activity.**
 3. **30 days, in the case of failure to supply accurate information as to current family income, employment, and composition when requested by WHA at scheduled appointments for yearly re-exam.**

30 days in all other cases.

- (c) **Notice of termination shall state the reasons for the action, and advise Tenant of his right to make such reply as he may wish, and advise him of his right to request a hearing in accordance with the Watervliet Housing Authority's grievance procedure. Tenants receiving any notice for eviction for drug related and/or criminal activity that threatens the health or safety of any public housing resident or employee are not entitled to any grievance hearing.**
- (d) **Tenants must give the manager a thirty(30) days written notice prior to his/her intended date of vacating the unit to terminate the lease agreement.**
- (e) **Household members must notify management if all members of the household intend to be absent from the site for more than 30 consecutive days.**
- (f) **Reasonable collection fees shall be added to the delinquent account.**
- (g) **The WHA is required to notify the Post Office that a tenant no longer resides with the Housing Authority when the tenant is evicted for threatening, criminal and/or drug activity.**

The U.S. Department of Housing and Urban Development (HUD) having determined that the due process protections afforded in the State of New York satisfy the requirement of a grievance hearing allows the Housing Authority to bypass the grievance procedures in cases involving termination of tenancy for any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Housing Authority; or any drug related and/or criminal activity on or off such premises, not just on or near such premises.

22. **Grievance Procedures: All disputes shall be resolved in accordance with the Watervliet Housing Authority's grievance procedures. Tenants receiving any notice for eviction for drug related and/or criminal or other activity that threatens the health or safety of any public housing resident or employee of the Authority are not entitled to any grievance hearing.**

23. **Property Abandonment:**

The Watervliet Housing Authority will consider a unit to be abandoned when a resident or his /her estate has both fallen behind in rent and is no longer residing on a regular basis in the unit. Basis for a unit being considered abandoned are but not limited to the following:

- a) **Power discontinued in the unit.**
- b) **Change of address notification to post office, or not picked up**
- c) **Children no longer in Watervliet School District**
- d) **Rent unpaid**
- e) **Personal items removed from apartment**

f) Tenant verbal notice of leaving apartment

- 1. If management does not receive notice from a household of an intended absence, management shall consider the household to have abandoned its unit if:**
 - (a) Management believes the unit has been unoccupied for more than 30 consecutive days; and**
 - (b) The household's rent is past due.**

- 2. If management considers a unit to be abandoned, management will**
 - (a) Enter the unit to conduct an emergency inspection; and**
 - (b) Subsequently attempt to notify household members in writing at the household's site address that it considers the unit abandoned.**

- I. If household members do not respond to Management's written notice within 15 days of the date of notice, management will consider the apartment abandoned. The apartment may be recovered by the Authority without legal proceedings. Personal property left on the premises after the Tenant vacates, shall be disposed of by Management and the Tenant shall pay the costs connected therein. Management will not be responsible for any damage to such personal property.**

- 24. House Rules: The Resident agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. Such rules may be modified by the Landlord from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rule. Notification is due by providing notice in the monthly newsletter. Existing House Rules, if any, are posted in the property and are attached to this Lease and given to the tenant provided in the Tenant Handbook.**

- 25. Legal Fees Chargeable to Tenant: Tenant agrees to pay attorney's fee and court costs, including the cost of services of any notice once a court order has been obtained through judicial proceeding.**

- 26. Credit Reports**

Tenants authorize a review and full disclosure of all consumer credit records concerning Tenants and authorize the Owner to use the information therein for purposes of collecting monies owed after vacating. Tenants further release any credit agent and Owner from any and all liability, which may be incurred as a result of collecting and supplying above listed firm with said information.

- 27. Modifications: Management reserves the right to amend this Lease to conform to any changes required by Laws of the United States of America and/or any regulations promulgated by the Department of Housing and Urban Development. Changes in the**

Lease are to be accomplished by a written Rider, executed by both parties. Exceptions to this provision are those requirements covered in Paragraphs 6, 7, 8, 10 and 11.

28. ATTACHMENTS TO THE LEASE: The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease.

**Attachments: The Resident Handbook and Grievance Policy
Watervliet Housing Authority**

BY: _____
(TENANT - Head of Household)

Executive Director

SPOUSE
APPENDIX 1
SCHEDULE OF UTILITY ALLOWANCES

	Hilton, Quinn and Day	Joslin	Hanratta
Unit Size	Utility Credit	Utility Credit	Utility Credit
1 BR	33.00/mo	NA	\$30/month
2 BR	33.00/mo	115.00/mo	
3 BR	53.00/mo	126.00/mo	
4 BR	49.00/mo	140.00/mo	

Pet Policy

- 1.** Common household pets shall be defined as dogs, cats, birds, fish, or rodents traditionally kept in the home for pleasure rather than for commercial purposes. Reptiles are not considered household pets. Animals that are considered vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are reptiles, rottweiler, Doberman pinscher, pitbull, and/or any animal that displays vicious behavior. This determination will be made by the Executive Director prior to the execution of this lease addendum.
- 2.** Only one pet per apartment is allowed at any time unless permission is granted for additional pets by the Housing Authority. Any pet must be licensed according to local regulations in the name of the tenant. **A copy of the license must be provided.**
- 3.** All cats and dogs must be spayed or neutered and documentation of this must be furnished to the Housing Authority.
- 4.** Dogs weighing more than 20 lbs **at full maturity** shall not be permitted. Any pet that is not fully grown will be weighed every six months. Also, any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from the WHA property.
- 5.** Tenants must, on request, provide proof that their pet has received the following shots:

 - a. DOGS** — distemper, hepatitis, leptospirosis (two types), parvovirus, parasite influenza, kennel cough. These are administered in one shot each month until dog reaches for (4) months of age; annually thereafter.

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- rabies—one shot at six (6) months of age and 4 every three years thereafter.
 - ear mites—appear as a tan or dark brown waxy build-up on inside of ears.

Vet must check and dispense ear drops as needed.

b. CATS — panleukopenia (feline distemper), calici virus, rhinotrachitis.

These are to be administered annually.

- rabies—administered annually or every three years depending on vaccine used. Any vaccine is only good for one year if the cat is under one year of age.
 - ear mites—appear as a tan or dark brown waxy build-up on inside of ears.
- Vet must check and dispense ear drops as needed.

6. Additional care required for both dogs and cats must include the following:

a. odor/dermatitis (skin problems)—fleas/tick sprays or powders must be used as needed.

b. All dogs and cats must be brushed often for hygienic purposes.

c. Cats and dogs should have toe nails clipped regularly.

d. All animals must have an annual check-up and receive new certificate of inoculation.

e. Use water and Clorox, or other strong disinfectant if animal inadvertently urinates, sprays or defecates in an apartment.

7. All dogs shall be on a leash as per City of Watervliet ordinance when out of the apartment.

8. Dogs and cats are not allowed in any community room, or laundry in any building and if in an elevator must be carried by the owner.

9. Doctor's certificate may be requested at any time as determined by the Authority to verify individual's ability to care for the pet.

Tenant must identify and document willingness of a third party (third party must sign) who will within one hour remove and care for the pet in the event of sudden illness, injury or death of the tenant. In the event that the designated party cannot be reached, or fails to act within 24 hours, Watervliet Housing Authority will turn the pet over to the Humane Society.

10. Tenant must identify and document willingness of a third party (third party must sign) who will within one hour remove and care for the pet in the event of sudden illness, injury or death of the tenant. In the event that the designated party cannot be reached or fails to act within 24 hours, Watervliet Housing Authority will turn the pet over to the Humane society.

11. Tenants owning a cat shall provide a litter tray for the animal's use in his or her apartment. Waste is to be separated from kitty litter daily, placed in a properly wrapped trash bag and properly disposed of. Kitty litter is to be changed twice weekly, sand disposed of in properly wrapped trash bags. Under no circumstances is kitty litter to be flushed in the toilet.

12. Dogs and cats shall not be permitted to excrete anywhere in buildings (other than cats using a litter box in the apartment). The Housing Authority may designate an area on the grounds for use by the dogs. Tenants shall be responsible for immediately removing dog feces dropped anywhere, placing the same in a bag or small container and disposing of the same properly.

13. A charge of \$25 will be levied each time to pet owners who fail to remove pet waste in accordance with rules stated above.

14. A \$100 security deposit shall be charged to owners of dogs, cats, ferrets, rabbits or any caged rodent. This amount will be applied for services for clean-up and extermination necessary because of the pet upon the tenant vacating of the premises.

15. If a pet becomes vicious, displays symptoms of severe illness or demonstrates other behavior that constitutes an immediate threat to health or safety of the tenancy as a whole, the Executive Director may request the pet owner immediately remove the pet from the housing project. If the owner refuses to remove the pet, the Executive Director may contact the local Humane Society to have the pet immediately removed from the project premises.

16. Pet rule violation procedures. Notice of pet rule violation: If the Executive

Director or his designee determines on the basis of objection facts supported by written statements that a pet owner has violated a rule governing the keeping of pets, the Executive Director shall serve a notice of pet rule violation on the pet owner.

Any tenant failing to comply with the above regulations shall be grounds for removal of the pet or termination of the pet owner's tenancy, or both and such removal shall be in accordance with State law and WHA grievance procedure shall not apply in situations as is presented in Section 17 of this policy because of the urgency of the situation if so determined by the Executive Director or his designee.

17. Tenants of a project may establish a voluntary pet owners grievance committee. The pet owner grievance committee would consist of a pet owner from the building and a neutral outside third party. This group would perform such functions as the collection and dissemination of information on pet care, provision of pet care assistance to tenants, an informal mediation of disputes between tenants concerning the compliance of the pet rules.

18. Pet shall not disturb, interfere or diminish the peaceful enjoyment of other tenants. The terms, "disturb, interfere or diminish" shall include but not limited to barking, howling, chirping, biting, scratching and other like activities. The Executive Director will terminate this authorization, if a pet disturbs other tenants under this section of the lease addendum. The Tenant will be given one week to make other arrangements for the care of the pet.

19. All authorized pets must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. Pets which are unleashed, or leashed and unattended, on WHA property will be impounded and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet and at the expense of the Tenant. Also, if a member of the WHA staff has to take a pet to the Humane Society, the Tenant will be charged \$50 to cover the expense of taking the pet to the Humane Society.

20. The Tenant shall have pets restrained so that maintenance can be performed in the apartment. The Tenant shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, mainte-

nance shall not be performed, and the Tenant shall be charged a fee of \$25. If this same situation occurs again, the pet shall be removed from the premise. Pets that are not caged or properly restrained will be impounded and taken to the local Humane Society. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant. Also, if a member of the WHA staff has to take a pet to the Humane Society The Tenant will be charged an additional \$50 to cover the expense of taking the pet to the Humane Society. The WHA shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.

21. Pet owners will be charged for all violations and damages caused by pets according to posted rates.

22. All owners must submit a picture of the pet or bring the pet to the office to have a picture taken.

23. Any tenant having a dog as a pet must obtain a Tenant's Insurance Policy that names the Authority the insured.

24. All tenants with pets shall sign this pet policy.



**Want more information?
Visit our website at
www.WatervlietHousing.org**

as



A message from the MAYOR...

As Mayor of our great city I am very proud of the many services we provide our residents. We have a great water system, public works department, a fantastic recreation system, and excellent housing run by the Watervliet Housing Authority.

The City created the Authority in 1959 to provide housing for our citizens, especially our seniors. Many times families find it financially difficult to get started. Our housing authority is a great place to start. For seniors on a fixed income, rents, mortgages and needed repairs can be overwhelming. Again, our senior housing at Quinn, Hanratta, and Van Rensselaer Village may be the place for you.

Thank you again for the opportunity to serve you and best of luck in your housing needs.

Mayor Robert Carlson

City of Watervliet

*About the city you live in — your new home.
Welcome to Watervliet.*



As a new resident of Watervliet, you belong to a new family of Watervliet residents. Watervliet is small and very friendly. We have excellent public works, recreation, police and fire departments. Our public school system is well known for its excellence in both academics and sports.

The following is a list of the many programs and services that will help make living in Watervliet an enjoyable experience. For more information on the city in general visit their web site at www.watervliet.com, or call City Hall at 270-3800.

Schools

The Watervliet School District serves over 1,300 children of our city. The District is comprised of an elementary school, (K-6) which is located on the corner of 25th Street and 10th Avenue, and a High School (7-12) located on 12th Avenue and Wiswall, south of 19th Street.



Watervliet Elementary, is a K-6 school of 750+ students.

The school's overall educational program includes a full day kindergarten, family oriented mini-schools, core curriculum in reading, language arts, social studies and science as well as art, music and physical education. Students also participate in many assembly programs and enriching field trip experiences.



In addition, the school offers a wide variety of after school clubs and activities for students and sponsors its own boys and girls basketball teams.

The Watervliet Housing Authority created a Student Assistant Counselor at the Elementary School. This position is held by a certified school social worker who helps the children adjust to academic and social demands of school. Also, this



to services that they may need. An active P.T.A. supports numerous activities throughout the year for students and encourages your participation in enhancing our school community. The Watervliet Civic Center offers a Before-School Program and After-

School Program during the school year for children in grades K-6 who attend the Watervliet Elementary School. Program is operated by the Watervliet Civic Center and is conducted at the Watervliet Elementary School. The hours for the Before-School Program are 7:00 AM - 8:35 AM. Hours for the After-School Program are 2:35 PM - 5:35 PM. Some of the activities offered are; gym/outside games, homework help, arts & crafts, social events, group games, building activities, enrichment activities and much more. A registration fee is required, with family rates and financial assistance available. For more information please call the Watervliet Civic Center at 273-5922.

St. Brigid's Regional Catholic School is the only parochial school in Watervliet. Its full day pre-K through 8th grade program has an outstanding record in education. It's unique tuition schedule is based on family size, making it more affordable for the average family of 2 or more children. St. Brigid's offers an after school program for those parents who work late. Contact St. Brigid's at 273-3321 for more information or visit their web site at www.rcaschools.org/stbrigids.



Watervliet Library

The Watervliet Public Library offers a collection of over 14,500 books. The collection offers a large inventory of children's picture books and adult fiction. They belong to the Upper Hudson Library System, which gives them access to a database comprising the collections of over 20 libraries in Albany and Rensselaer Counties. They have an electronic library that offers three computers for public access. Patrons can also access materials on-line. The library has an extensive video collection. Rotating videos and audios arrive every two months through the Upper Hudson Library System. Every spring and



fall, they hold a weekly story hour for pre-schoolers. In the summer, they participate in the New York State Summer Reading Program.

Residents of the city can apply for a free electronic library card upon showing proof of residency. Children of kindergarten age and older are eligible for their own library cards with parental/guardian signatures. Parental permission to access the Internet must be given for all youth under grade nine. The Library has complete access reading groups and many other services. Contact the library at 274-4471 or e-mail them at schoenb@uhls.lib.ny.us.

Recreation Programs Let's have fun!



PLEASE NOTE: In Watervliet we have a residents only policy. All patrons are required to produce proof of Watervliet residency. For more information call 270-3824.

The Civ

The Watervliet Civic Center (Civ) has served the children of Watervliet for over 50 years. It is a member of the United Way. There are many programs for youth between the ages of 8-14, golf lessons, basketball, and billiards are only a few of the many activities. The center is open from 1-9 Monday thru Friday. Monday, Wednesday and Fridays are boys days and Tuesday and Thursday are for the girls. This facility requires a membership card. In addition to the many daily programs they run a Summer Camp program for a 6 -7 week period that alternates for girls and boys weekly. During Summer Camp, children are taken to the city swimming pool and weekly to Grafton State Park. For more information call the Center at 273-5922.

The Dome (270-3824)

As you may or may not know, the Watervliet recreation facility (DOME), located on 2nd Avenue and 13th Street (across from the fire house), is open seven days a week. We have video games, board games, basketball, shuffleboard, and many more activities for the youth of the city.

HOURS:

Mon – Thur:	3 PM to 9 PM	Saturday:	9 AM to 11 PM
Friday:	3 PM to 11: PM	Sunday:	12 noon to 9 PM

(During holidays & school closings the DOME will be opened until 11:00 PM.)

Swimming Pool (270-3823)

Our newly renovated municipal pool season opening is set for June 26th. The pool's season runs 7 days a week for approximately 9 weeks, weather permitting. The cost is still 10 cents per child & 25 cents per adult. The pool is located behind McDonald's on 2nd Avenue.



POOL HOURS:

Monday – Sunday 11 AM to Noon – Seniors Only
Noon to 8PM – open to the public



Summer Parks Program

As soon as school recesses for the summer, our parks program gets underway. Our parks are staffed with park supervisors and counselors, and are open Monday thru Friday in July and August from 9am to 5pm. The Parks and Recreation Department encourages our youth to utilize these parks and take advantage of the games and events that take place daily. There are four city parks; two are located in the southern portion of the city and two in the northern portion. This makes it convenient and accessible for all our city children.

City Wide Youth Sports Programs

Keeping your child active in sports is a good way to increase your child's self-esteem. Watervliet has many programs for your child to choose from. Because volunteer leaders change yearly, it is best to contact the housing office or the Civic Center for the best person to reach for specific information.



SOCCER has over 600 boys and girls from ages 4-13 participating. Children can play all different levels and even join the travel league. Registration is usually held in March. For more information call Trish

Mecham, League President at 271-6077.

In addition to the youth soccer league, the city has a variety of different **BASEBALL** leagues for all ages. The largest is our Little League, located on 25th St. and 6th Ave., called Brotherhood Park. This league is divided into age groups and is for both boys and girls. Their website is www.eteams.com/watervlietlittleleague



FOOTBALL & CHEERLEADERS is another major sports program for our Watervliet children. We have Pop Warner and touch football programs. Children can start as early as 5 and play till 13 years of age. If you would like more information visit their web site at www.popwarner.com or call league president William Daley 274-4822.

If we missed something you can be sure the personnel at the Watervliet Civic Center would certainly have information that would benefit your child.

Bike Travel

If you're new to Watervliet, you may miss one of the nicest bike, walking or jogging trails in the area. Located on Broadway and 4th Street, next to Passanno Paints, it is both relaxing and healthy, and provides an excellent place for outdoor exercise, even during winter if you enjoy cross country skiing.



The five-mile trail leads to Albany and is along the Hudson River parallel to 787 highway. Parking is available at both the Watervliet and Albany entrances. There are even nice picnic benches 1.5 miles from the Watervliet entrance.

Thrift shop

Located at the Watervliet Civic Center, the thrift shop offers used clothing for the entire family. This program is designed to assist families in meeting their clothing needs. Often the clothing is near to new and is priced very low. Don't miss out on this program. For shop hours call the Civic Center at 273-5922



■ Food Pantry

St. Patrick's Church hosts the location of the Watervliet food pantry. Families in need can call St. Patrick's for assistance. Every so often the unexpected happens and the finances can only stretch so far. Call St. Patrick's at 273-2971. They can always use the help if you would like to volunteer.

■ Watervliet Senior Citizens

As a nonprofit, charitable organization, the center promotes the well-being and independence of persons 60 years & older through a host of human services, thus benefiting the community as a whole. As a part of its Nutrition Program, the cen-

ter offers Congregate Dining, Mon–Fri at 12 noon and Wed at 5pm, with the suggested cost for lunch \$2 & Dinner \$3. The center also offers recreation programs with both structured classes & informal activities. Special emphasis is targeted to the minority elderly, elderly with the greatest economic and social need, and the frail and disabled elderly. If you would like more information on the center,

please call 273-4422. A dedicated staff member will be happy to discuss what the center has to offer. Find out why the center is “A Place to Meet Old Friends and Make New Ones...A Home Away from Home.”



Churches

The City has many different places of worship. Below is a list of some of the churches in Watervliet:



- | | |
|---------------------------|--------------------------------------|
| St. Brigid’s 273-2913 | First Presbyterian 273-2211 |
| St. Patrick’s 273-2971 | Jermain Presbyterian Church 273-5635 |
| Mt. Carmel 273-2932 | St. Peters Armenian 274-3673 |
| Christ Church 274-1460 | Trinity Church 271-3300 |
| Sacred Heart 273-6252 | Immaculate Conception 273-3173 |
| Grace Fellowship 785-4959 | St. Nicholas Ukrainian 273-6752 |

Alcoholic Anonymous (AA)

This great organization has a meeting site right in our own back yard. Need help, encouragement or just good support, stop in any Friday at 7:00 PM at the Quinn



Community Room, located one block from the Housing office and every Wednesday night at the First Presbyterian church. For more information, contact the WHA office or stop by on either Wednesday or Friday evening.

A permit must be obtained from the City Clerk’s office Monday thru Friday between the hours of 8:30 am and 4:00 pm. The permit is good for any garage sale, yard sale, or lawn sale. The permit fee is \$3.00 and the permit must be obtained at least five (5) days prior to the event. Information can be obtained by calling the city clerk at 270-3810. Don’t forget to take those signs down after the sale.

Vendor’s License Required

A license from the City of Watervliet is required for any person who is engag-

ing in any activity door-to-door. ~~Vendors are listed with the~~ Watervliet City Clerk and the Watervliet Police Department at 270-3833. Please do not hesitate to call if you have a questions.

HOUSEHOLD TRASH

To help keep the city looking clean, please pick up any grass clippings, leaves and organic yard waste. This will occur from April to November. Requirements for disposal of grass and leaves are as follows: Special Biodegradable paper bags or plastic garbage container not to exceed thirty-two (32) gallons marked with a City of Watervliet stickers may be purchased from the City Clerk's office, Monday thru Friday between the hours of 8:30 a.m. and 4:00p.m. beginning in mid April. Regular weekly pickups are scheduled: 1st Street to 14th Street on Monday and 14th Street to 26th Street on Tuesday. Keep all waste containers out of public view as much as possible in order to enhance the appearance of our streets and avenues.



Neighborhood Improvement Ordinance

To answer the complaints from the residents of Watervliet regarding problem properties, we have established a ordinance for these concerns. The Public Nuisance law provides law enforcement with an appropriate and fair method to respond to the proliferation of various public nuisances and empowers the city to deal with these violations. The goal of the Nuisance law is to foster and facilitate commerce, maintain and improve property values in the community and protect the public health, safety, and welfare of the people. If you have further questions regarding this ordinance, please contact the police at 270-3833

Head Start

Albany County Opportunity Inc. Head Start is a federally funded preschool program offering free comprehensive services to low-income families living in Albany County. Head Start partners with parents to provide activities that help their children develop mentally, socially, emotionally and physically. Watervliet has two center-based programs for 4 year olds and a home-based program for 3 year olds.

The center-based program is open 5 days a week for 5 ½ hours a day. The children are offered a wide variety of learning experiences in addition to breakfast and lunch. The classrooms are located at The Seton Family Resource Center on the corner of 14th street and 8th Ave and in the Watervliet Housing Authority Adminis-



tration Building on 2400 2nd Ave.

The Home based program offers families individualized services through weekly home visits lasting 90 minutes and biweekly group days offering children social experiences for 2-3 hours.

Applications are accepted throughout the year, so please contact us any weekday for more information.

You can call Victoria Proper at 274-9150 or drop in at our home-based office in the Watervliet Housing Authority Administrative Building at 2400 2nd Ave.

WVLT-17

The Watervliet Housing Authority runs the Vliet TV station. It's primary focus is on educating both parents and children facing us today, especially in the use of drugs and alcohol. The station runs both community bulletins and videos that will interest all. It will announce school closings, emergencies, important events and provide many interesting events. You can also access the stations list of bulletins from the website at www.watervliethousing.org/links. The station is on channel 17 if you have Time Warner cable.



Toughlove Program

Toughlove is a program designed to help struggling parents with their children. We have several sources to help you, such as the student assistance counselor at both the elementary and high school or call the Toughlove coordinator at 732-4759. Toughlove is a program to help struggling parents with their children. You can reach them at 732-4759. We have other resources to help you to. Call the student assistance counselor, Mrs. Fran, at the elementary school or the Junior/Senior High School.



Need Day Care?

We have the best around....

The Seton Family Resource Center has 8 large classrooms to accommodate children from 6 weeks to 5 years old. A spacious indoor Gross Motor Play Room is perfect for kids to expend their energy when the weather outside is inclement. On nice days, there are two large, fenced-in outdoor play areas; each specifically designed to meet the needs of both younger and older children. Our Preschool rooms are also equipped with computers to meet the growing curiosity of this age group. As partici-

pants in the Child and Adult Care Food Program, we also offer the option of providing formula for infants up to 1 year old.

Call 272-4964 OR.

Mt. Carmel Preschool for 3-4 years old. Call Kathy Crudo at 273-2932 for more information. OR.

There are many more daycare providers located in the City and are licensed by the State. Call the Capital District Child Care Council at 426 - 7181 for a complete list of all licensed day care providers in the city.



Boy Scouts/Girl Scouts

We are always encouraging our youth to join Scouting. We have some excellent troops and packs for both our boys and girls. It's a great program that builds character, self esteem and self reliance. To join call the Watervliet Civic Center at 273-5922.

WIC

What is WIC? WIC is a supplement Nutrition program for Women Infants and Children with a successful record for improving the diets of infants, children, and pregnant, postpartum and breast-feeding women who are at risk for nutrition-related illness. The main focus of the WIC program is to educate mothers on the proper nutrition for babies and young children. The services are FREE. To see if you are eligible call toll free 1-800-WIC-FOR-U.

Register to Vote

If you moved you must register to vote either by mail or in person. For more information call the Board of Election at (518)487-5060 You can either mail it or drop it off at our office of the Watervliet Housing Authority or at City Hall. We also have a blank form at the back of this brochure and then mail it directly to the Count Board of Election, Albany County Courthouse, Room 38 Albany N.Y 12207.

Fourth of July Celebration

Mayor Carlson invites all our residents to a full day of fun and celebration at our Hudson Shore Park at the 23rd St. exit of 787. The park has many area vendors, bands and topped by fireworks at dusk. Come and enjoy as a Watervliet Community.

Hudson Shores Park

This park is available to any city resident to stop and enjoy a barbecue or just sit and enjoy the serenity of the Hudson River. The pavilion is also available to rent for a party at a nominal price and can be reserved by calling 270-3811.



Annual Christmas Tree Lighting

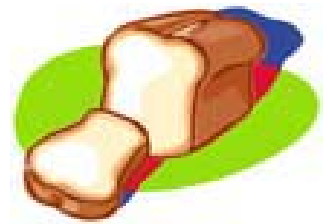
Mayor Carlson invites all resi-

dents to come and lite the city Christmas tree at the Veterans Park. This event is held on the Friday following Thanksgiving at 6pm. Refreshments and city ornaments are given out along with a Santa visit

Easter Egg Hunt

Bring your children to the Dome the Saturday before Easter for the Annual Easter Egg Hunt. There is refreshments and the Easter Bunny along with the Egg Hunt of the Year!

AROUND THE CITY



Lets Eat Out!

Watervliet has some excellent places to eat and at very reasonable prices. Enjoy the food and good company. Below is a list of just a few!

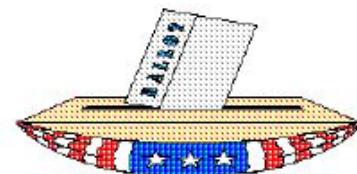
- Ted's Fish Fry.....273-0232
- Valentes273-3314
- Spiak's.....273-9796
- Papa's Restaurant.....273-3270
- McIntyre's.....270-9907
- Gus's Hot Dogs.....273-8743
- Deacon Blues.....273-9888
- Purple Pub.....273-9646
- Rusty's Pizza.....274-0017
- Joey's Pizza.....271-1414
- BeCees Tavern.....272-9236

Watervliet also has many great business to make your life easier and more enjoyable. Here is some places to help you!

- Delollo's Hardware.....274-7019
- Watervliet Pharmacy.....273-1402
- Pioneer Bank.....273-0317
- Fleet Bank.....266-9567
- Admiral Cleaners.....273-4441
- Kenny's Florist.....273-0972
- Kathleen Florist.....272-1008
- Parker Brother Funeral..273-3223
- Schuyler Hair Cuts.....274-2726
- Schuyler Bakery.....273-0142
- Sheridan Insurance.....273-2411
- Two Guys Taxi..... 278-2254
- D & D Auto Reparis....273-8297

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PC's for Kids Program

If your son or daughter is attending school or college and doesn't have a home computer, give the Housing Office a call. We are getting donations of older but usable computer parts and then reassembling them into computers for children in the Housing Authority that need them. It will be on a first come first serve basis with the older children receiving priority. Each child will also work with a computer specialist and assemble their own computer. Don't wait, call the Watervliet Housing Authority now. If you don't live in the Authority, you maybe eligible, call for more information.



Teen Directory

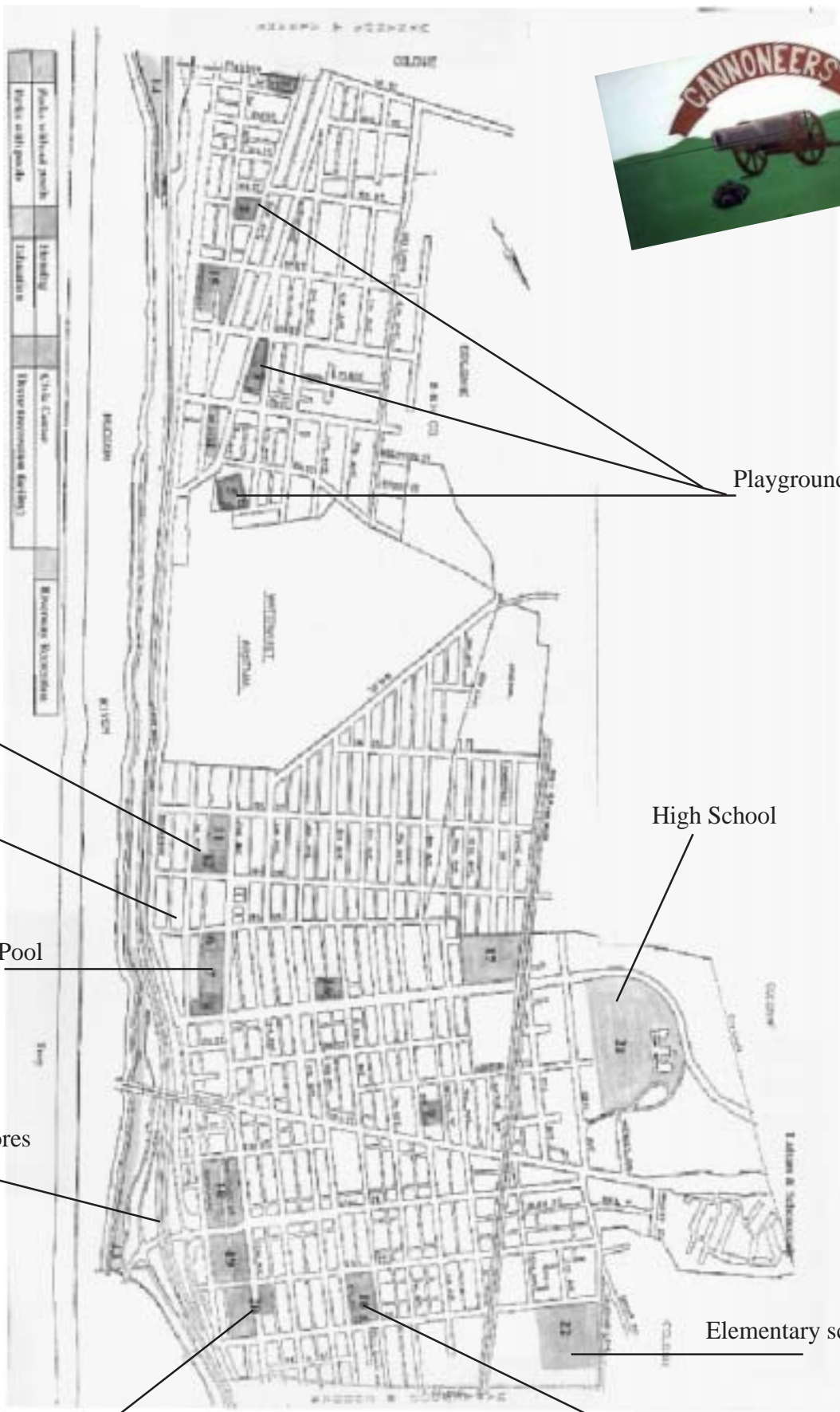
Every teen should have one and it is free of charge. The directory is a guide of Community organization that provide a variety of service to teenagers in the Albany Area. Call Youth Empowerment Service on YES at 455-8911 or stop by the Housing office for a free copy.

Arsenal City Run

This yearly event started in 1982 and is held on the fourth Sunday in September. It has a 5K, 10K and a kids fun run. Get fit and be ready for the run. For more information call the City Recreation Dept. at 270-3811.

Memorial Day Parade

This parade is held every year to salute all our veterans of all wars. The parade starts at the High School and proceeds down 19th St. to our Memorial Park next to the city swimming pool. This park is an envy of all parks that honor our veterans.



Playgrounds

Civic Center/
Dome

City Hall
Library/
Senior
Center

Swimming Pool
& Parks

Hudson Shores
Park

Housing office

High School

Elementary school

Baseball Park