

EXHIBIT I
WATERVLIET HOUSING AUTHORITY
PET POLICY
[24 C.F.R. 5.300]

WHA APPROVAL OF PETS

REGISTRATION OF PETS

All dogs must be registered and licensed with the City of Watervliet. Licenses can be obtained at City Hall (2 15th Street Watervliet, NY 12189) in the City Clerk's Office. Documentation of licensing must be given to the Watervliet Housing Authority, and must be updated annually.

Documentation of required vaccinations required by local, state, and federal laws, and that the pet has no communicable disease(s) and is pest-free. Documentation must be submitted to the Watervliet Housing Authority annually.

All pets must be spayed or neutered at the time of registration and documentation must be submitted to the Watervliet Housing Authority. Exceptions may be made in the case of underage animals, within 30 days of the pet reaching 6 months of age. Further exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets will not be approved to reside in the unit until completion of the registration requirements listed above.

REFUSAL TO REGISTER PETS

The Watervliet Housing Authority will refuse to approve a pet to reside in the unit if:

- The pet weighs more than 25 lbs. at full maturity;
- Keeping the pet would violate any pet restrictions listed in this policy;
- The pet owner fails to provide complete pet registration, or fails to update the registration annually (as listed above);
- The tenant has been previously convicted of animal cruelty under state, federal, or local law; or has been evicted, had to relinquish a pet, or been prohibited from future pet ownership due to pet rule violations or a court issued order; or
- The Watervliet Housing Authority has reasonably determined that the pet owner is unable to keep the pet in compliance with the pet policy rules and other vital lease obligations;
- The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If the Watervliet Housing Authority refuses a pet, a written notification will be sent to the owner within ten (10) business days upon the decision being made. This notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with WHA's grievance procedures.

PET AGREEMENT

Residents who have been approved to have a pet must enter into an addendum to the lease agreement with the Watervliet Housing Authority, or the approval of the pet will be withdrawn.

The pet lease addendum is the resident's certification that he or she has received a copy of the WHA Pet Policy and that he or she has read the policy and understands them, and agrees to comply with them.

The resident further certifies that by signing the pet lease addendum that he or she understands that noncompliance with the Watervliet Housing Authority's Pet Policy may result in the withdrawal of Watervliet Housing Authority's approval of the pet or termination of tenancy.

Pet owners must maintain pets responsibly, in accordance with Watervliet Housing Authority's policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations [24 C.F.R. 5.315]

STANDARD FOR PETS

The Watervliet Housing Authority will consider allowing common household pets at all sites. Common household pet means a domesticated animal, such as a dog, cat, bird, rodent (including hamsters, gerbils, guinea pigs, and rabbits), turtles or fish that are traditionally kept in the home for pleasure rather than commercial purposes.

The following animals are not considered common household pets:

- Reptiles (i.e. snakes);
- Insects;
- Arachnids;
- Wild animals or feral animals;
- Pot-bellied pigs;
- Animals used for commercial breeding;

The following animals are not permitted:

- Any animal whose weight exceeds 25 lbs. at full maturity;
- Any animal not permitted under state or local law or code.

NUMBER OF PETS

Resident may own a maximum of 1 dog or 1 cat. In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding a maximum of 20 gallons.

PET AREA RESTRICTIONS

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on outside grounds) dogs and cats must be kept on a leash or carried and under the control of the resident.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit. Pets are not permitted in the common areas include lobbies, community rooms, and laundry areas of Daniel P. Quinn, Eugene Hanratta, Daniel P. Quinn, Abram Hilton and VanRensselaer Village Apartments; except for those common areas which are entrances and exits from the building.

Pet owners are permitted to exercise pets on the premises however; they are responsible for disposing of all pet waste.

CLEANLINESS

The pet owner is responsible for the removal of all waste from any outside common area, including decks or patios, by placing it in a sealed plastic bag and disposing of it in the appropriate trash receptacle.

The pet owner will take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

LITTER BOXES

Litter boxes will be kept inside the resident's dwelling unit.

Cats must be trained to use a litter box, which must be plastic and kept in the tenants unit.

Pet owners must promptly dispose of waste from litter boxes and must maintain litterboxes in a sanitary manner.

Litter must be disposed of often enough to keep the unit free of odor. Litter waste is to be disposed of in a sealed plastic bag and placed in the appropriate trash receptacle.

Litter shall not be disposed of by being flushed down a toilet, or thrown down a drain.

ALTERATIONS TO UNIT

Pet owners shall not alter their unit, premises, or common areas to create an enclosure for any animal.

Installation of pet doors is prohibited.

NOISE

Pet owners must agree to control the noise of pets so no such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, or other activities of this nature.

PET CARE

Each pet owner will be responsible for adequate care, nutrition, exercise, and medical attention for his/her pet.

Each pet owner will be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage the property.

No animals may be tethered or chained inside or outside of the dwelling unit at any time.

RESPONSIBLE PARTIES

Pets are not to be left unattended for a significant amount of time. The pet owner is required to designate a separate responsible party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner or by other factors that would render the pet owner unable to care for the pet. A resident who cares for another resident's pet must notify the Watervliet Housing Authority and sign a statement stating that they agree to abide by all pet rules.

PETS TEMPORARILY ON THE PREMISES

Pets that are not owned by the tenant are not permitted on the premises of the Watervliet Housing Authority unless the animal is a service animal and is accompanied by its legal owner.

Residents are prohibited from feeding or harboring stray animals.

PET RULE VIOLATIONS

All complaints of cruelty and all dog bites will be referred to the Watervliet Police Department for investigation and appropriate further enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, a written notice will be served. The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

- That the pet owner has ten (10) business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
- That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
- That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy at the Watervliet Housing Authority.

NOTICE FOR PET REMOVAL

If the pet owner and the Watervliet Housing Authority are unable to resolve the violation at the meeting or the pet owner fails to correct the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the Watervliet Housing Authority, the Watervliet Housing Authority may serve a notice to remove the pet. The notice will contain:

- A brief statement of the factual basis for the Watervliet Housing Authority's determination of the pet rule(s) that has/have been violated;
- The requirement that the resident/pet owner must remove the pet within 30 calendar days of the notice; and
- A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

PET REMOVAL

If the death or incapacity of the pet threatens the health and safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner. If the responsible party is unwilling or unable to care for the pet, or if the Watervliet Housing Authority after reasonable efforts cannot contact the responsible party, the Watervliet Housing Authority may contact the appropriate state or local agency and request the removal of the pet and/or the Watervliet Housing Authority reserves the right to remove the pet from the premises and deliver the pet to the appropriate state or local agency.

If it is necessary for the Watervliet Housing Authority to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If a pet is abandoned at the dwelling unit of the tenant, the animal will be handed over to the Mohawk Hudson Humane Society (*3 Oakland Avenue Menands, NY 12204*) and retrieval of the pet will be at the cost of the tenant.

TERMINATION OF TENANCY

The Watervliet Housing Authority may initiate procedures for termination of tenancy based on a pet rule violation if:

- The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and/or
- The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

EMERGENCIES

The Watervliet Housing Authority will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for the Watervliet Housing Authority to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

REFUNDABLE PET DEPOSIT

Payment of Deposit

If the approved pet is a cat or a dog, pet owners are required to pay a pet deposit in addition to any other required security deposits. The amount of the refundable deposit is \$150. If the tenant chooses to not pay the full \$150 deposit in one payment, the tenant has the option to pay a \$50 initial deposit, followed by \$10 each month until the entire deposit is paid in full.

Refund of Deposit

The Watervliet Housing Authority will refund the pet deposit to the resident, less the costs of any damages to the unit caused by the pet within 30 days of move-out or removal of the pet from the dwelling unit. The resident will be billed for any amount that exceeds the pet deposit. The Watervliet Housing Authority will provide the resident with a written list of any charges against

the pet deposit within 30 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the Watervliet Housing Authority will provide a meeting to discuss the charges.

PET RELATED DAMAGES DURING OCCUPANCY

All reasonable expenses incurred by the Watervliet Housing Authority as a result of damages directly attributed to the presence of the pet in the unit will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit;
- Fumigation of the dwelling unit;
- Repairs to common areas of the project;
- Flea elimination

If the resident is in occupancy when such costs occur, the resident will be billed for such costs in accordance with the Watervliet Housing Authority's Schedule of Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy. Charges for pet-related damages are not a part of rent payable to the resident.

PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of at least \$5 per occurrence will be assessed to the pet owner who fails to remove pet waste from any common space on the property and in accordance with this policy.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 30 calendar after billing. If the family requests a grievance hearing within the required timeframe, the Watervliet Housing Authority may not take action for non-payment of the charge until the conclusion of the grievance policy.

Tenant Name _____

Apt No. _____

<i>Pet's Name</i>	
<i>Breed</i>	
<i>Weight</i>	
<i>Color</i>	
<i>Sex</i>	
<i>Age</i>	

The following information/certifications must be attached to this application of registration:

1. The names, addresses and phone numbers for two (2) persons who are designated to be responsible for the care of the pet if the tenant is unable to.
2. Certification from a veterinarian clinic that the pet has received its:
 - rabies vaccination
 - distemper shot
 - record of spaying/neutering
3. Proof that your pet is licensed by the City of Watervliet (dogs only).

I, _____, do hereby state that the information provided here is true and accurate. I have received a copy of the Pet Policy established by the Watervliet Housing Authority and I have read and fully understand and agree to all of the terms of the Pet Policy.

A \$150 refundable deposit is required for a pet. If you cannot pay \$150 at once, you can pay \$50 initially, followed by \$10 each week and must be paid each month thereafter until the entire \$150 deposit is paid in full. **I will pay \$150 in full _____ (Initial) I will pay \$50 initially followed by a \$10 payment monthly. _____ (Initial)**

Head of Household

Date

WHA Representative

Date

PET EMERGENCY CONTACTS

Tenant Name _____

Phone _____

Pet Name _____

Breed _____

Emergency Contact 1:

Name _____

Relation _____

Address _____

Phone _____

Emergency Contact 2:

Name _____

Relation _____

Address _____

Phone _____

EXHIBIT II
APPROVAL OF ASSISTANCE ANIMALS

[Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504)] [Fair Housing Act (title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601-3631)]

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal.

Service animals are required to have formal training.

Support animals may sometimes be trained by the owners themselves, and in some cases, no special or specific training is required. Furthermore, proof of support animal certification/trainings is not required.

The tenant is responsible to remove all animal waste on all premises of the Watervliet Housing Authority. Failure to do so will result in a charge of at least \$5.

The Watervliet Housing Authority will not refuse a person with a disability to use and live with an assistance animal that is needed to assist them, unless: (1) the animal proves to be out of control and the handler does not take effective action to control it, (2) the animal proves to not be housebroken, or (3) the animal poses a direct threat to the health or safety that cannot be eliminated or reduced by a reasonable modification of other policies.

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

All assistance animals must be under the control of the responsible person when on Watervliet Housing Authority premises or being transported to and from the residence.

The tenant must allow Watervliet Housing Authority Staff to inspect the unit for purpose of determining compliance with the guidelines.

Tenants must furnish certification from a Veterinarian at least annually to ensure that the assistant animal is in good health, free of fleas, ticks, or other vermin and has had all necessary shots and/or vaccinations. Tenants are responsible for keeping all areas where assistance animals are housed clean, safe and free of parasites.

REQUEST FOR A SERVICE ANIMAL ACCOMMODATION

A tenant who needs a service animal must submit a request to the Watervliet Housing Authority requesting an accommodation for the service animal. The Watervliet Housing Authority Administrative Office has a form available for tenant's to complete as well as a form that must be completed by a knowledgeable professional so that we can assure that there is a direct relation for the request and the specific trainings the service animal provides. Service animals (dogs) shall be allowed in all areas of the property owned by the Watervliet Housing Authority.

DEPOSITS AND FEES

There shall be no security deposit for people with an assistance animal. However, damages to the unit or common areas of the dwelling, the Watervliet Housing Authority may charge the tenant for the cost of repairing the damage, or deduct from the security deposit imposed upon moving out of the unit.

REMOVAL OF ASSISTANCE ANIMAL

The Watervliet Housing Authority may deny request and/or remove the service animal in limited circumstances. Those being: (1) the animal proves to be out of control and the handler does not take effective action to control it, (2) the animal proves to not be housebroken, or (3) the animal poses a direct threat to the health or safety that cannot be eliminated or reduced by a reasonable modification of other policies.

If the responsible party is unwilling or unable to care for the assistance animal, or if after the reasonable efforts, the Watervliet Housing Authority cannot contact the responsible party, the Watervliet Housing Authority may contact the appropriate state or local agency and request the removal of the assistance animal and/or the Watervliet Housing Authority reserves the right to remove the assistance animal from the premises and deliver the assistance animal to the appropriate state or local agency. If it is necessary for the Watervliet Housing Authority to place the assistance animal in a shelter facility, the cost will be the responsibility of the assistant animal's owner.

Definition of Assistance Animals:

Assistance animals are not pets. They are animals that do work, perform tasks, assists, and/or provide therapeutic emotional support for individuals with disabilities [24 C.F.R. 5.303(a)]. There are two types of assistance animals: (1) service animals, and (2) other animals that do work, perform tasks, provide assistance, and/or therapeutic emotional support for individuals with disabilities (referred to as a "support animal"). [*Under the FHA, a disability is a physical or mental impairment that substantially limits one or more major life activities 24 C.F.R. 100.201.*] An animal that does not qualify as a service animal or other type of assistance animal is a pet for purposes of the FHA and may be treated as a pet for purposes of the lease and the housing provider's rules and policies. A housing provider may exclude or charge a fee or deposit for pets at its discretion and subject to local law but not for assistance animals.

I. What are physical or mental impairments?

Physical or mental impairments include: any psychological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body

systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability; or

Diseases and conditions such as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism [24 C.F.R. 100.201.]

II. What are major life activities or major bodily functions?

They are: seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, speaking, and working. [24 C.F.R 100.201(b)]

Other impairments based on specific facts in individual cases --- may also substantially limit at least one major life activity or bodily function. [24 C.F.R 100.201.]

Service Animals

Under the ADA, “*service animal* means any dog that is individually trained to do work or perform tasks for the benefit of the individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability, other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or task performed by a service animal must be directly related to the individual's disability” [28 C.F.R. 35.104; 36.104 (*emphasis added*)]

Examples of service animal's responsibilities (dogs):

- a. Assisting individuals who are blind or have low vision with navigation and other tasks
- b. Alerting individuals who are deaf or hard of hearing to the presence of people or sounds
- c. Pulling a wheelchair
- d. Alerting a person with epilepsy to an upcoming seizure and/or assisting the individual during the seizure
- e. Providing physical support and assistance with balance and stability to individuals with mobility disabilities.

If the animal does not qualify as a service animal, the Watervliet Housing Authority must determine whether the animal would qualify as an assistance animal under reasonable accommodation provisions.

(1) Assistance animals may include animals other than dogs, and include animals who provide emotional support to persons with disabilities when there is a disability-related need for such support. (2) Assistance animals are not required to be trained OR certified.

Since assistance animals are reasonable accommodations, the rules governing accommodations apply:

- (1) The assistance animal must be requested by or for a person with a disability
- (2) there must be a disability-related need for the animal (nexus)
- (3) the request must be reasonable.

Support Animals

A *support animal* can be a cat, dog or other type of companion animal, and does not need to be trained to perform a service. The emotional and/or physical benefits from the animal living in the home are what qualify the animal as an assistance animal. A letter from a knowledgeable professional is all that is needed to classify the animal as a support animal.

For support animals and other assistance animals that may be necessary in housing, although the Americans with Disabilities Act does not provide for access, housing providers must comply with the Fair Housing Act, which does provide for access. Specifically, under the Fair Housing Act, housing providers are obligated to permit, as a reasonable accommodation, the use of animals that work, provide assistance, or perform tasks that benefit persons with disabilities, or provide emotional support to alleviate a symptom or effect of a disability.

Support animals are not permitted in all areas owned by the Watervliet Housing Authority. Only with special written approval by a knowledgeable professional, will a support animal be deemed eligible to be allowed in all areas of the property.



Matthew J. Ethier, Executive Director



Verification from a Knowledgeable Professional Regarding Assistance Animals in Housing

Client Name: _____

Client Address: _____

Knowledgeable Professional Name: _____

I, _____, certify that, _____'s, service animal is a DOG and is a
(*Knowledgeable professional*) (Client name)
service animal required due to a specific disability.

The task that the dog has been trained to perform include:

Date: _____

Time: _____

Printed name of knowledgeable professional: _____

Signature of knowledgeable professional: _____

Address: _____

Phone # : _____

Fax # : _____



Matthew J. Ethier, Executive Director



Rules and Regulations Governing Assistance Animals

I, _____, understand that I am fully responsible for my assistance animal at all times throughout the grounds of the Watervliet Housing Authority. As with pets, all lease provisions apply to families with assistance animals. This includes (1) maintaining a clean, sanitary unit, and (2) ensuring that neighbors enjoy the premises in a peaceful, quiet, and non-threatening environment.

I also understand that the Watervliet Housing Authority may deny request for a service animal in limited circumstances. Those being (1) the animal proves to be out of control and the handler does not take effective action to control it, (2) the animal proves to not be housebroken, or (3) the animal poses a direct threat to the health or safety that cannot be eliminated or reduced by a reasonable modification of other policies.

I understand that the Watervliet Housing Authority will first evaluate the request under the service animal rules (if the animal is a dog). This is because under the service animal rules, the housing authority may inquire to a knowledgeable professional (1) whether the dog is a service animal required due to a disability, and (2) what tasks the dog has been trained to perform.

I understand that if my assistance animal causes damage to the unit or common areas of the dwelling, the Watervliet Housing Authority may charge the tenant for the cost of repairing the damage, or deduct from the initial security deposit imposed upon moving out of the unit.

Lastly, I understand that my assistance animal must be up-to-date on his/her vaccinations at all times and all proof of vaccinations must be submitted to the Watervliet Housing Authority.

Tenant Signature

Date

Housing Authority Staff Signature

Date