

HANDBOOK OF POLICIES

KEYS: Each resident will receive one full set of keys. For security purposes, only staff and residents may have keys to the main entrance of the building. **Under no circumstances may a resident give out or duplicate front door keys. This action compromises the safety and security of each resident and therefore it will constitute a lease violation, which may lead to lease termination.**

Residents have the only keys to their mailboxes. We recommend that a copy of residents' mailbox keys be taped to the back of their mailboxes so that they will have a spare in the event keys are lost. Management is prohibited from keeping copies of mailbox keys. In the event a resident loses keys, the resident will incur any applicable costs for mailbox lock and key replacement.

CARPET INSTALLATION: Residents who have wall-to-wall carpet installed must use the tape-down method. Carpets must not be screwed or nailed or glued to the floor. The carpet must not restrict the door from opening or closing. Advise installer to use as little tape as possible, as the tape is difficult to remove once placed. Prior to installation, residents must inform the office if they are having carpet installed in their unit.

AIR CONDITIONER UNITS: The resident is responsible for purchasing an air conditioning unit that appropriately fits the sleeve or window. The Community Manager will provide the resident with information on the type and size of air conditioning unit required. The use of another type of air conditioning unit other than the one specified is a fire hazard and therefore a lease violation. Specified units must be used; units of an improper design are not allowed.

LARGE PACKAGES & PARCELS: Packages and parcels that are too large to fit in mailboxes and not required to be delivered to your door will be placed in a designated area in the building. If expecting a large package, residents should be available to receive it.

RENTER'S INSURANCE: Management strongly recommends that each resident purchase renter's insurance to protect personal property. The building's insurance does not protect a resident's personal property. Renter's insurance can be obtained from most local insurance companies at a reasonable cost, especially due to the number of safety features in each apartment and common areas.

EMERGENCY LINE PROCEDURES: The Community Manager will provide Emergency Line procedures at move-in/orientation appointment. These procedures should be followed when building staff is absent from the premises.

EMERGENCY CONTACT FORMS & MEDICAL DATA FORMS: Each resident is requested to complete an Emergency Contact Form to be kept on file and updated annually. Medical Data forms (also known as Vile of Life) should be completed and kept on the front of each resident's refrigerator and updated when medical information changes. This information will assist medical/fire personnel in case of an emergency.

SERVICE COORDINATOR: The Service Coordinator is available to all residents of the housing community free of charge. The goal of the Service Coordinator is to assist residents in obtaining and maximizing resources and services in the community to enhance their living experience. Please refer to the newsletter and bulletin board for Service Coordinator hours, news and activities.

PART II TENANCY

1. HOUSING COMMUNITY CODE OF CONDUCT:

Management takes every reasonable measure to provide a pleasant, secure and comfortable environment for all residents. Residents and their guests must not engage in conduct that would disrupt or interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

Conduct considered disruptive includes, but is not limited to, making disturbing noises, playing loud televisions or music, abusive/foul language, destruction of property and threatening/violent acts toward staff and fellow residents and lewdness.

Residents are required to dress appropriately in all common areas of the community, including hall, stairwells, laundry rooms, lobbies, community rooms and grounds. Street clothes and footwear must be worn at all times in common areas. Sleepwear, house coats, robes and slippers may not be worn in any common areas.

ABUSIVE BEHAVIOR: Residents (and their guests) must not engage in conduct deemed abusive toward staff, fellow residents or other guests of the property. This includes, but is not limited to, foul or offensive language, harassment or

verbal threats and physical violence. In cases where physical violence occurs, Management will immediately proceed to terminate the lease and/or evict the parties involved.

ALCOHOL CONSUMPTION: Management has established a strict “No Public Consumption of Alcohol Policy” in all common areas of the housing community. This includes offices, laundry rooms, stairwells, community rooms, common area, bathrooms, building grounds and parking lot. Residents and guests are required to behave responsibly with respect to the use of alcohol in their apartments.

DRUG-RELATED CRIMINAL ACTIVITY: Management maintains “zero tolerance” for drug-related criminal activity. Residents and their guests are strictly prohibited from engaging in drug-related criminal activity. Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession of a drug with intent to manufacture, sell, distribute or use the drug. In this regard, residents are responsible for themselves and guests in and around the property regardless of whether the resident knew, or should have known, of the drug-related criminal activity. A single violation of this policy will constitute a material violation of the lease and will be grounds for eviction.

Any resident who consistently does not supervise the behavior of his/her guests is in violation of the rental agreement and is subject to lease termination and commencement of eviction proceedings.

FIREARMS: Under no circumstances may a resident or visitor (with the exception of law enforcement) bring or store a weapon, whether or not licensed and whether legal or illegal, into or within the property and grounds. Violation of this policy will result in the commencement of eviction proceedings.

2. RENT PAYMENTS: Rent must be paid by check or money order, no later than the fifth (5th) day of the month.

RETURNED CHECKS: A resident whose personal check is returned for insufficient funds more than once may be required to make payments only in the form of a cashier’s check or money order.

Residents who fail to pay rent or who are continuously late are in violation of their rental agreement and subject to lease termination and commencement of eviction proceedings.

3. BUILDING STAFF & BUSINESS OFFICE HOURS: Each employee is compensated for the work he/she performs; therefore, tipping the staff is strictly prohibited.

The Live-in Maintenance Tech(s)/ Resident Assistant(s) resides in our community and is available for emergency assistance after business hours. The Live-in Maintenance Tech(s)/ Resident Assistant(s) hours are posted in the monthly newsletter and at the front entrance of the building (where applicable). Tipping the Live-In Maintenance Tech(s)/ Resident Assistant(s) is strictly prohibited.

On occasion, it is necessary for management to close the office during business hours for meetings, conferences, etc. When this occurs, notices will be posted appropriately on the office door and in the monthly newsletter. During these times, Emergency Line Procedures will be in effect.

4. BUILDING SAFETY: Residents and visitors must enter at the main entrance door. The main entrance is locked at all times and only residents and staff may have keys to this door. When an apartment doorbell rings, residents must always identify the person before releasing the door to open. Residents are asked not to open or release the door unless the caller's identity has been confirmed and that it has been determined that this person is coming to visit the resident. When in the lobby, residents must not open the door for strangers or other residents' visitors. All visitors must gain entry to the building from the resident they are visiting.

All other Exit doors are Fire Exit doors and are locked at all times. Never prop open any Fire Exit doors.

Candles, incense or any open flames are a fire hazard and are not allowed to be used by residents or visitors.

Please report unusual noises or incidents to the office. For any event that poses immediate danger or threat to the safety or security of the building or a resident, call 911.

5. VISITORS & OVERNIGHT GUESTS: Visitors are welcome, but will not be admitted to the building without the knowledge and consent of the resident. Visitors are temporary guests who are not parties to the rental lease. Guests must be accompanied by an adult at all times, both within the building and on the

grounds. Each resident is responsible for informing Management of overnight guests and their length of stay. Overnight guests are limited to brief periods, generally 14 days in a calendar year. If a guest or visitor appears to be living with a resident, as an unauthorized occupant, Management will inform the resident, in writing, of the lease violation and require the unauthorized occupant to vacate the premises. Failure by the resident to have the unauthorized guest leave his/her unit will result in lease termination and commencement of eviction proceedings.

Visiting pets are not allowed. Certified animals that assist the handicapped, such as seeing-eye dogs, are always welcome.

6. EMERGENCIES: An emergency is any situation that poses an immediate threat to life, safety or property.

Residents' apartments are equipped with emergency pull cord stations. If a resident has a medical emergency, please call 911 directly. If a resident is unable to reach his/her telephone, pull the emergency cord. It will sound an alarm in the building office and the Live-in Maintenance Tech(s) / Resident Assistant(s) apartment. Staff, if present, will call 911 for the resident in need. Site staff are strictly prohibited from providing medical care.

Our community is connected to a security alarm monitoring company through the emergency cord and fire panel. In the event that staff is not in the building to answer the pull cord, the monitoring company will contact the "on-call" staff-person and the Fire Department and/or Emergency Medical Services (EMS), when necessary. Both of these agencies have access to the premises through a Knox Box key system.

In the event of a power failure, residents should turn all lights and switches to the off position until power is restored. Each resident should keep flashlights and fresh batteries. In the event of a power failure, the elevators will not operate.

Candles, incense or any open flames are a fire hazard and are not allowed to be used by residents or visitors.

PLEASE NOTE: Management may enter a resident's apartment at any time without advance notice when there is reasonable cause to believe an emergency exists, that the health and/or safety of a resident is at risk, and when property damage may be occurring.

7. MAINTENANCE: Routine maintenance problems must be reported to the office during business hours. A work order will be written and maintenance personnel will contact the resident to schedule the repair. Each resident is responsible to promptly report any maintenance problem. The cost for damages incurred as a result of not reporting a maintenance problem will be charged to the resident.

For the convenience of residents, Management supplies fluorescent lighting in the kitchen and appliance bulbs.

Emergency maintenance problems should be reported in person or by telephone to the office or staff member who is on duty. In the absence of staff, residents must call the Emergency Line and leave their name, telephone number and nature of the emergency.

Examples of maintenance emergencies include: gas leak/smell, no heat, no electricity, water coming into the unit, no running water, leaking hot water tank, inoperable refrigerator, inoperable or leaking toilet, or when apartment door lock is broken and the resident is unable to secure the apartment.

In the event of a health, fire or safety emergency, call 911 directly. Staff are prohibited from providing any medical care.

8. FIRE DRILLS/SAFETY TRAINING: A copy of the housing community's fire alarm procedures have been provided to each resident. For the safety of the residents, routine fire drills and/or fire safety training are coordinated with the local Fire Department. Each resident must participate in these drills/trainings to become well-informed in the event of a real fire or evacuation. In the event of a fire alarm, the elevators will not operate.

During such drills, and in the event of a real fire, under no circumstances should the resident attempt to use the elevator. Each resident (and visitors) should follow instructions for evacuation and meet at the designated meeting spots, which are away from the building at the end of each exit ramp. Please use the meeting spot location closest to the exit door you use to evacuate the building.

9. EXTERMINATION SERVICES: Management provides pest control services on a routine basis. Please call the office to report pest problems or use the posted sign-up sheet, where applicable, to schedule extermination on the next scheduled date. Any resident whose poor housekeeping habits contribute to pest infestation will be held responsible for any additional extermination charges

incurred by the property and may be subject to lease violation and commencement of eviction proceedings.

10. ANNUAL APARTMENT INSPECTIONS: Management will conduct an inspection of each apartment at least annually. Residents will receive at least 48 hours notice of any scheduled inspection. HUD and NYS HCR require annual apartment inspections. Management reserves the right to perform additional unit inspections if health and safety concerns exist in resident units.

11. APARTMENT EQUIPMENT & MAINTENANCE: Each apartment is equipped with smoke detectors, sprinklers, emergency pull cords, window treatments (shades or blinds), a stove, a refrigerator and where applicable, a water heater.

(a) **Smoke detectors, Sprinklers and emergency pull cords** must not be covered, removed or tampered with. If a problem is detected, such as a beeping noise, please contact the office immediately. Do not disable the smoke detector or remove batteries. Do not hang items on or from this fire protection equipment.

(b) **Fire evacuation procedures** are provided and placed on the inside of each resident's apartment door. Residents should become familiar with these procedures in case of evacuation.

(c) **Medical Emergencies:** If you or your visitors experience a medical emergency while in your apartment, the first thing you should do is telephone "911". This puts you in direct contact with the local emergency services dispatch service and is the quickest way to summon help. Your apartment is also equipped with an emergency pull cord system. If you have fallen near a pull cord and are not able to reach a phone to call "911", then you should pull the cord. This will also dispatch assistance but it will take longer than dialing directly to "911". It is important to let these pull cords hang freely so that they will be accessible at floor level in the event that you should ever need to use one.

(d) **Stoves & refrigerators** must be kept clean and free of clutter. Residents may not place aluminum foil on the stove burners nor oven. The oven may not be used as storage and items such as paper products, plastic ware, and plastic bags, etc. may not be placed on, in or near the stove. These are fire hazards.

(e) **Window treatments** (shades or blinds) are provided by Management. Residents should not remove or replace these items. No signs may be placed in nor hung from windows. No window boxes may be affixed to windows.

(f) **Apartment Doors** must not be propped open. When doors are closed, they create a complete firewall to protect apartments from fire. Keeping doors closed also keeps cooking and or smoking odors from disturbing other residents. Privacy is protected and respected when all apartment doors remain closed. Residents may decorate their apartment doors with pictures or wall hangings, using magnets, magnets with hooks or over-the-door brackets. Do not use any adhesives as these will damage the paint on the doors. No items may be permanently attached to the doors. Management has the right to determine what may be offensive to others and may require any offensive materials to be removed.

(g) **Corridors & lobbies & other common areas:** No articles may be left in the corridors, lobbies or doorways. Throw rugs and welcome mats are not allowed in the corridors due to concerns over tripping hazards. No signs, flags or other items may be affixed to any common area, interior or exterior, of the building.

(h) **Sinks, drains & toilets:** Residents must take every precaution to keep sinks, drains and toilets in good working order and free of debris, such as grease, food items, coffee grinds, cat litter, incontinence and/or personal hygiene products. Damages caused by such items will be assessed to the resident. Do not attempt to unclog drains with store-bought drain products. They can cause damage or injury. Try to plunge the clog first. Call for Maintenance Assistance if this does not work.

(i) **Damages to the unit:** Residents are responsible for the cost of repair for any damage to the apartment caused by negligence or carelessness of said resident or his/her guests. This includes, but is not limited to, fire and smoke damage; water damage from overflowing bathtubs, toilets, sinks and faucets, overturning buckets, etc.; wind or water damage from open windows; damage caused during moving in or moving out; damage to walls, doors, window or ceilings; damage due to improper mounting of pictures, decorations or fixtures. Residents may not paint, wallpaper or apply borders in their apartments.

12. HAZARDOUS & MEDICAL WASTE DISPOSAL: Hazardous waste or combustible items such as gasoline/kerosene or dry gas may not be stored or used within the apartment or housing community. Infectious waste such as lancets, hypodermic needles/syringes or other medical waste must be discarded in a medical grade sharps container. All precautions must be taken to avoid contact or injury. Please contact the Community Manager for additional information on the proper disposal of these items.

13. GARBAGE DISPOSAL: Regular trash must be disposed of in refuse room trash bins designated in the housing community. Trash must be bagged and properly secured before placing in bins. Do not dispose of liquids in the trash bins. Cat litter and adult incontinence products must go directly to the dumpster.

14. RECYCLING: This housing community recycles newspaper, glass, metal and plastics. Bins are located in areas designated by management. All recyclables must be clean. Standard procedures for recycling include:

Glass: any color, unbroken, no ceramics or light bulbs.

Metal: food and beverage cans, no aerosol cans

Plastics: soft plastic containers that can be squeezed or bent without cracking.

Furniture: Management will not dispose of large furniture items such as sofas, mattresses/box springs, tables, recliners, etc. for residents. Residents must incur all cost for furniture removal and arrange for pick-up or disposal. Contact a trash removal company or consider donating items to a local charity.

15. SMOKING POLICY: This property is a smoke-free community. Smoking is prohibited in all areas of the building and is prohibited on all areas of the grounds, walkways, patios, parking lot and driveways. Smoking is prohibited in individual apartments, in all common areas including hallways, stairwells, elevators and restrooms, on adjoining grounds which includes the parking lot, walkways, patios and exterior entrance ramps and steps. Residents shall not permit their guests or visitors, including vendors and health and home assistance aides, to smoke anywhere on the premises.

The Landlord may identify a limited common area which is located away from the building, patio, walkway and parking lot as an area where smoking is permitted. If such an area is designated, it will be clearly identified as a permitted smoking area. The Landlord does not guarantee that such a space will be provided.

The term smoking means the inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted nicotine producing product in any form such as and including "E (electronic)-cigarettes". The prohibition of tobacco use also includes the use of chewing tobacco.

The tenant acknowledges that the Landlord's adoption of a smoke-free living environment, and the designation of the community as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's apartment or of the common areas. However, the Landlord shall take reasonable steps to enforce the smoke-free terms of this policy and to make the community smoke-free.

16. SOLICITATION POLICY: For security and privacy reasons, solicitation and sales are limited. No door-to-door selling or distribution is permitted, including, but not limited to selling tickets, distributing political material or taking up collections. The only exception is the distribution of the monthly newsletter and other documents from the building office and events that benefit the community as a whole. Residents are permitted to sell personal items and home products, such as cleaning or beauty products, by posting the availability of those products on the resident bulletin board. Under no circumstances may residents call upon other residents to sell products without having been specifically invited to call. Management will not permit outside salespeople to call on residents unless a resident has specifically invited the individual to call.

17. FACILITIES: This housing community includes a Laundry Room, Community Room and Patio Area.

- (a) **The Laundry Room** is equipped with coin operated washers and dryers and use is restricted to residents only. Do not leave machines unattended: all clothing must be removed promptly when the cycle is complete. Please help keep the laundry room clean by using the trash receptacles provided and cleaning up any spills. Dryer filters must be cleaned after each use. Please do not use more than two washers or dryers at one time. This allows more than one person to do laundry at the same time. Management is not responsible for damaged, lost or stolen property. The Laundry room is open daily from 6:00 am – 10:00 pm.
- (b) **The Community Room** is equipped with tables, chairs, lounge furniture, a television, and a VCR/DVD player and is available for all residents to use. This room is used for meetings, parties, services and mostly all activities that take place in the housing community. Residents may reserve the Community Room for private use. Each reservation is allotted a maximum of 6 hours. This includes set up and clean up. Reservations made must not interfere with any regularly scheduled building activity. The Community Room will remain open on any given holiday for all to enjoy. All reservations must be made through the Community Manager. The Community Room is open daily from 6:00 am – 10:00 pm.
- (c) **The Patio Area** is equipped with patio furniture and/or picnic tables and barbecue grill(s). Personal barbecue grills are not allowed. Residents may reserve grills for private use by contacting the office. Grills must be cleaned after each use.

18. PARKING/TRAFFIC: There are no assigned resident parking spaces. Parking is available on a first-come, first-serve basis. Handicapped spaces (blue spaces) are labeled and available for use by residents and visitors, whose vehicles display appropriate identification. These spaces are NOT assigned. There is also non-handicapped visitor parking at each property—residents should direct visitors and guests to park in these designated areas. Vehicles parked improperly or illegally in loading or emergency zones will be subject to towing without notice and at owner expense.

Each adult resident is permitted parking space for one vehicle. All vehicle owners must have a valid driver's license, registration, insurance and license plates. Inoperative and/or unregistered vehicles are not allowed on the premises. No spare parts, tools or equipment may be left in parking lot areas. Excessive oils and chemical spills must be cleaned up immediately. No resident or visitor may store vehicles on the premises. Any vehicle that does not meet these standards will be subject to towing without notice and at owner expense.

It is Management's policy that staff will not provide transportation for residents and/or operate a resident's personal vehicle.

Snow Removal: During the winter months, each car owner is responsible for cleaning off his/her own vehicle and moving it to the designated areas for proper snow removal. Please follow our communities snow removal policy. Signs or memos will be posted to designate the time by which vehicles must be moved. Management strongly recommends that **residents** who are unable to adhere to this policy for health or disability related issues seek alternate storage for their vehicles during the winter season.

Any vehicle not moved in a timely fashion, which requires the contractor to return to clear the space will result in an additional charge to your account. Also, any vehicle that does **NOT** move for snowplowing will be subject to towing without notice and at owner expense. Again, it is Management's policy that staff will not provide transportation for residents and/or operate a resident's personal vehicle.

19. WHEELCHAIRS, SCOOTERS, WALKERS, CANES, CARTS & BICYCLES: Residents are responsible for safe and courteous operation of these mobility devices throughout the community. Residents must store these devices in their individual apartments and are not permitted to place or park such devices in entryways, hallways, sidewalks parking lots or lawn area where they cause an obstruction and/or pose a danger to others. Management is not responsible for damaged, lost or stolen mobility devices.

20. PETS: Residents may keep a pet in accordance with site's Pet Policy. Except to pass through, pets are not allowed to "hang out" in the common areas of the building or outside common grounds. This includes the lobby, community room, laundry room, stairwells, and common area bathrooms, as well as the front entrance, patio and/or gazebo. Pets must be restrained on a leash or in a pet carrier and under the control of the resident at all times.

21. HEALTH & MEDICAL RELATED SERVICES: Management does not provide health, medical or any direct care services. Residents must be able to comply with the terms of the lease with or without supportive services.

22. ABSENCES FROM THE APARTMENT: Each resident is responsible for informing Management of any short-term or long-term absences from his/her apartment. Residents may not be absent from the unit for more than 90 cumulative days in any 12-month period, except for medical reasons. If a resident is hospitalized or admitted to a Nursing facility, absences will be permitted up to 180 days. In this instance, documentation from a Medical Professional will be required confirming that the resident's return to the unit is feasible or realistic.

23. Violence Against Women's Act

The Violence Against Women's Act provides protections to women or men who are the victims of domestic violence, dating violence, sexual assault or stalking. The owner agent understands that, regardless of whether state or local laws protect victims of domestic violence, dating violence, sexual assault or stalking, people who have been victims of violence have certain rights under federal fair housing regulation.

This policy is intended to support or assist victims of domestic violence, dating violence, sexual assault or stalking and protect victims as well as members of their family, and affiliated persons from being denied housing or from losing their housing as a consequence of their status as a victim of domestic violence, sexual assault, dating violence or stalking.

Affiliated persons are defined as: a) a spouse, parent, brother, sister or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody or control of that individual: or b) Any individual, tenant or lawful occupant living in the household of that individual.

VAWA protections are not provided to guests, unauthorized resident, live in aids or service providers hired by the resident.

If any applicant or resident wishes to exercise the protections provided in the VAWA, he/she should contact the owner/agent immediately. The owner/agent is committed to ensuring that the Privacy Act is enforced in this and all other situations.

The owner/agent will not assume that any act is a result of abuse covered under the violence Against Women's Act. In order to receive the protection outlined in the VAWA, the applicant/resident must specify that he/she wishes to exercise these protections.

If you believe this applies to you, please contact us for assistance

PART III TERMINATION OF TENANCY

- 1. APARTMENT ABANDONMENT:** Management follows laws of New York State which apply to the disposal of personal property and possessions of residents who abandon their apartments.
- 2. TERMINATION OF TENANCY BY RESIDENT:** Residents are required to give a thirty (30) days written notice to terminate the rental lease. An apartment inspection will be scheduled for the end of the 30-day term when the apartment is completely vacant. The unit must be returned to the Management in the same condition as received, minus reasonable wear and tear. Damages beyond normal wear and tear will be charged against the security deposit according to the Schedule of Charges. If the security deposit is insufficient to cover these expenses, the resident is responsible for the additional charges.
- 3. TERMINATION OF TENANCY BY RESIDENT'S FAMILY:** When a family member terminates the rental lease on behalf of the resident, a thirty (30) day written notice is required. An apartment inspection will be scheduled for the end of the 30-day term when the apartment is completely vacant. The unit must be returned to Management in the same condition as received, minus reasonable wear and tear. Damages beyond normal wear and tear will be charged against the Security Deposit according to the Schedule of Charges.

4. TERMINATION OF TENANCY UPON RESIDENT'S DEATH: When a resident dies, the unit must be vacated within 14 days from the date of death. When this occurs Management will contact the next of kin listed on the Emergency Contact Form to arrange move-out procedures and payment of rental charges where applicable. An extension may be made by contacting the Community Manager within the 14-day period. Any extension after the 14 days but no more than a total of 30 days, the responsible party will be subject to pay the non-subsidized per-diem rental rate.

PART IV

LANDLORD TERMINATION OF RENTAL ASSISTANCE & RENTAL LEASES

1. TERMINATION OF RENTAL ASSISTANCE: Management is required to terminate a resident's Rental Assistance if: (a) the resident fails to provide required information for recertification, (b) the resident fails to sign/submit required consent form HUD-9887 and verification form HUD 9887-A, (c) an annual or interim recertification of the resident's income determines the resident's ability to pay the gross rent (Contract Rent plus Utility allowance), (d) after admitting the resident to housing, Management is unable to verify citizenship or eligible immigration status for any family member (exceptions apply). **When terminating rental assistance in any of these situations, management is required to increase the resident's rent to market rent and provide proper notice to the resident of the increase.**

Proper Notice to terminate rental assistance is a written notice from Management that specifies the date and reason(s) for terminating assistance, the amount the resident is required to pay, notice that the resident's failure to pay increased rent may result in the termination of tenancy or eviction and the grievance/appeal procedures, where applicable. Management's termination notice shall be accomplished by (1) sending a letter by first class mail, properly stamped and addressed to the resident at his/her address, with a proper return address and (2) serving a copy of said notice on any adult person answering the door at the leased dwelling unit, or if no adult responds, by placing the notice under or through the door, or by affixing the notice to the door. Service shall not be deemed **effective** until both notices provided for herein have been accomplished. The date on which the notice shall be deemed to be **received** by the **resident** shall be the date on which the first-class letter is mailed, or the date, on which the notice is hand delivered, whichever is later.

2. TERMINATION OF RENTAL LEASE: Management may terminate the rental lease for the following reasons: **(a)** material non-compliance, such as substantial violations of the lease and Handbook of Policies, including sections a, b and c listed above for terminating rental assistance, fraud, repeated minor violations of the lease and Handbook of Policies. **(b)** Drug abuse or criminal activity. **(c)** Material failure to carry out obligations under State Landlord and Tenant Act, and **(d)** other good cause.

Management will consistently notify Residents in writing of any violation of the lease and Handbook of Policies and maintain a file of such notice(s).

When Management proposes to terminate a rental lease, it will provide the Resident with proper notice in writing of the proposed termination.

Management will comply with all Federal, State and Local Laws with regard to the termination of leases and evictions.

PART V REASONABLE ACCOMMODATION

Management will make reasonable accommodations in rules, policies, practices and services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy their housing communities. Residents must request this kind of a change, which is called a Reasonable Accommodation. They must fill out a Reasonable Accommodation request form which may be obtained from the Community Manager.

Management will review your request to determine if it is verified, reasonable, and does not pose an undue financial or administrative burden or does not require a fundamental alteration in the nature of the program. Management is not obligated to make the changes specified in the residents' request if the disability can be reasonably accommodated by other changes.

PART VI GRIEVANCE PROCEDURE

Management understands that additional situations may arise that are not addressed in this Handbook of Policies. Management strives to make the communities a safe, comfortable and enjoyable place to live. It is only by bringing resident concerns to Management's attention that concerns may be addressed at the building. Should a Resident have additional concerns or wish to grieve a decision made by Management, he/she must first make an appointment and

meet with the Community Manager to resolve the issue. Should the concern not be addressed by Management at the resident's building, concerns may be formally addressed in writing to:

Grievance
DePaul Housing Management Corp.
41 North Main Avenue
Albany, New York 12203

All correspondence should include contact information. Concerns will be reviewed and responded to within ten (10) business days. Please note that complaints or concerns made anonymously will not be answered or responded to.

Tips on Ways Residents Can Conserve Energy

From the US Department of Housing and Urban Development

1. When high wattage bulbs burn out, replace them with lower wattage bulbs.
2. Turn off lights when not in use—both in own apartment and in common spaces.
3. Do not use electric appliances longer than necessary, and be sure to turn off appliances when not in use.
4. Do not run water longer than absolutely necessary.
5. Do not leave stove burners on longer than absolutely necessary.
6. Call the office immediately to report leaky faucets and plumbing.
7. Never leave heat or air conditioning on while doors and windows are kept open.
8. In nice weather, turn off heat and air conditioning and open windows.
9. Plan use of laundry equipment to allow for full loads.
10. Report broken or cracked windows to the office immediately.
11. Use cold-water detergents in washing machine, and wash and rinse in cold water.
12. Do not block air outlets, baseboard heaters or returns and radiators with furniture or curtains.
13. Please let the office know if you have any questions or if you have other ideas or tips on further energy conservation!