# CHELMSFORD HOUSING AUTHORITY
# Proposed Annual Plan for Fiscal Year 2027
# For State-Aided Public Housing

The Annual Plan is a document compiled by housing authority staff in advance of each new fiscal year. The plan serves as both a tool for the Local Housing Authority (LHA) to reflect upon the prior fiscal year, and as an opportunity to develop a clear and transparent plan that builds on successes, identifies needs, and corrects any issues that have arisen in prior years. Additionally, the Annual Plan is an important tool for tenants, who may use the document to better understand the operations and needs of their housing authority, advocate for changes to policies and procedures, access data about the housing authority, and participate in their housing authority's governance.

In addition to the physical document, the Annual Plan is also a process of public engagement. Throughout the Annual Plan process, the LHA executive director or their designee will be expected to review the Plan with any Local Tenant Organizations (LTO's) and Resident Advisory Board (RAB) before the LHA presents the plan to the LHA Board of Commissioners; make a draft available for review to all residents and the general public; post on the website and make a copy available to each LTO at least 30 business days before the public hearing; hold a hearing on the document; and collect, integrate, and report back on substantive comments. Additionally, the Board will read, offer recommendations, and approve the Annual Plan in advance of its submission to EOHLC.

The law that mandates the Annual Plan is An Act Relative to Local Housing Authorities, Massachusetts General Laws, Chapter 121B Section 28A. The regulation that expands upon Section 28A is 760 CMR 4.16. The regulations that address Local Tenant Organization (LTO) and resident participation in the Annual Plan are 760 CMR 6.09 (3)(h) and 760 CMR 6.09(4)(a)(4).

The CHELMSFORD HOUSING AUTHORITY's Annual Plan for their 2027 fiscal year includes the following components:

1. Overview and Certification
2. Capital Improvement Plan (CIP)
3. Maintenance and Repair Plan
4. Operating Budget
5. Narrative responses to Performance Management Review (PMR) findings
6. Policies
7. Waivers
8. Glossary
9. Other Elements, which may include:
    a. Approval documents and any Public Comments
    b. Tenant Satisfaction Survey
    c. Performant Management Review report
    d. Other documents added by LHA

## State-Aided Public Housing Developments

The following table identifies the state-aided public housing units with developments of more than 8 units listed separately. Units in developments of 8 or fewer units are aggregated as noted. Units that the LHA provides to assist clients of the Department of Mental Health (DMH), the Department of Developmental Services (DDS), or other agencies are also aggregated separately.

| Dev No | Type | Development Name | Num Bldgs | Year Built | Dwelling Units |
|---|---|---|---|---|---|
| 667-05 | Elderly | DELANEY TERRACE | 1 | 1989 | 51 |
| 667-01 | Elderly | Chelmsford ARMS | 2 | 1973 | 64 |
| 667-03 | Elderly | MCFARLIN MANOR | 1 | 1981 | 50 |
| | Family | Family units in smaller developments | 5 | | 11 |
| | Other | Other Special Occupancy units | 2 | | 16 |
| Total | | | 11 | | 192 |

## Massachusetts Rental Voucher Program (MRVP)

The Massachusetts Rental Voucher Program (MRVP) is a state-funded program that provides rental subsidies to low-income families and individuals. In most cases, a “mobile” voucher is issued to the household, which is valid for any market-rate housing unit that meets the standards of the state sanitary code and program rent limitations. In some cases, vouchers are “project-based” into a specific housing development; such vouchers remain at the development if the tenant decides to move out.

CHELMSFORD HOUSING AUTHORITY manages 20 MRVP vouchers.

## Federally Assisted Developments

CHELMSFORD HOUSING AUTHORITY also manages Federally-assisted public housing developments and/or federal rental subsidy vouchers serving 941 households.

## LHA Central Office

CHELMSFORD HOUSING AUTHORITY
10 Wilson St. Chelmsford, MA 01824

Kirk Fulton, Executive Director
Phone: 978-256-7425
Email: kfulton@chelmsfordha.com

## LHA Board of Commissioners

| | Role | Category | From | To |
|---|---|---|---|---|
| Judith O'Connor | Member | | 04/01/2025 | 04/04/2028 |
| Maura Snow | Member | | 04/01/2025 | 04/02/2030 |
| Lynn Marcella | Member | | 10/01/2025 | 06/30/2029 |
| Gabriel Francisco | Member | | 04/10/2026 | 04/10/2031 |

## Additional Remarks

Funding has been requested for window replacement at 667-5 and 705-1 pending formal LEAN approval. Funding will be reallocated for new roof at 667-5. Exterior work will be at 705-1 will take the place of windows replacement work.

## Plan History

The following required actions have taken place on the dates indicated.

| REQUIREMENT | | DATE COMPLETED |
|---|---|---|
| A. | Advertise the public hearing on the LHA website. | 5/18/2026 |
| B. | Advertise the public hearing in public postings. | 5/18/2026 |
| C. | Notify all LTOs or RAB (if there is one) of the hearing and provide access to the Proposed Annual Plan. | N/A |
| D. | Post draft AP for tenant and public viewing. | 5/15/2026 |
| E. | Hold quarterly meeting with LTO or RAB to review the draft AP. (Must occur before the LHA Board reviews the Annual Plan.) | N/A |
| F. | Annual Plan Hearing. Hosted by the LHA Board, with a quorum of members present. (For Boston, the Administrator will host the hearing.) | 7/6/2026 |
| G. | Executive Director presents the Annual Plan to the Board. | 7/6/2026 |
| H. | Board votes to approve the AP. (For Boston Housing Authority, the Administrator approves and submits the AP.) | 7/6/2026 |

## Certification

CERTIFICATION OF LHA USER AUTHORIZATION FOR EOHLC CAPITAL SOFTWARE AND HOUSING APPLICATIONS

I, Kirk Fulton, Executive Directorof the CHELMSFORD HOUSING AUTHORITY, certify on behalf of the Housing Authority that I have conducted an annual review of all CHELMSFORD HOUSING AUTHORITY users of EOHLC Capital Software applications and Housing Applications and that all current LHA users are authorized to use the systems and have the appropriate level of user access based on their job responsibility. I approve all system access and access levels for all CHELMSFORD HOUSING AUTHORITY users.

This certification applies to the following applications:

- Capital Planning System (CPS)
- Consolidated Information Management System (CIMS)
- Cap Hub
- EOHLC Housing Management Systems
- CHAMP

## CERTIFICATION FOR SUBMISSION OF THE ANNUAL PLAN

I, Kirk Fulton, Executive Director of the CHELMSFORD HOUSING AUTHORITY, certify on behalf of the Housing Authority that: a) the above actions all took place on the dates listed above; b) all facts and information contained in this Annual Plan are true, correct and complete to the best of my knowledge and belief and c) that the Annual Plan was prepared in accordance with and meets the requirements of the regulations at 760 CMR 4.16 and 6.09.

The Board and Executive Director further certify that LHA operations and all LHA Board-adopted policies are in accordance with M.G.L. c. 121B and all Massachusetts state-aided public housing regulations, including, but not limited to 760 CMR 4.00; 5.00; 6.00; 8.00; and 11:00, as well as adhere to Department-promulgated guidance.

Date of certification: 7/9/2026

The Executive Office of Housing and Livable Communities (EOHLC) completed its review of this Annual Plan (AP) on . Review comments have been inserted into the plan.

# Capital Improvement Plan (CIP) Description

## What Is the Capital Improvement Plan?

The Capital Improvement Plan (CIP) is a five-year plan that outlines major repairs and improvements to housing authority properties. It describes each project's scope, estimated cost, and timeline, while reflecting the Local Housing Authority's prioritization of its most critical needs, particularly those related to resident health and safety. The plan also identifies how projects may be funded and when they are anticipated to take place, based on the Massachusetts Executive Office of Housing and Livable Communities (EOHLC) fiscal year (July 1 through June 30).

## How Projects Are Funded Each Year

Each year, every Local Housing Authority (LHA) receives a Formula Funding Award from EOHLC. This annual award provides the primary source of funding for new projects included in the CIP. While funding levels may vary, it is generally reasonable to anticipate that similar award amounts will be available over the next two years, which helps inform project planning and scheduling. LHAs may also apply for additional "special awards" from EOHLC for specific projects that meet certain criteria, such as emergency repairs, regulatory compliance, or energy and water conservation improvements.

## Why Plans and Costs May Change

The CIP is a planning document and must be submitted to EOHLC for review and approval. While the plan reflects current cost estimates, project budgets often increase between the time they are planned and when construction begins. As a result, available funding may not go as far as originally anticipated, and some projects may need to be adjusted, delayed, or completed in phases.

## Why Project Schedules Can Shift

Because the CIP is updated each year, project schedules and priorities may change over time. In particular, previously unidentified conditions or urgent repair needs may arise after the plan is developed; due to their impact on health, safety, or building integrity, these issues may take precedence over projects that were previously scheduled. When this occurs, the plan may be updated through CIP Revision.

To better understand how a plan has changed—including which projects were advanced, delayed, or added—it is helpful to compare the current year's CIP with the prior year's CIP. This comparison can show how EOHLC funding decisions and plan revisions have affected project timing and priorities.

## Other Funding Sources

LHAs may sometimes secure other sources of funding and assistance that you will note in their CIP, such as: Community Preservation Act (CPA) funding, Community Development Block Grant (CDBG) funding, Local Affordable Housing Trust Funds (AHTF), HOME grants, income from leasing a cell tower on their property, savings from net meter credit contracts with solar developers, utility rebates and contracted work from utility providers. However, not all of these funding sources are available every year, or in all communities.

The CIP includes the following parts:

1. A list of existing projects approved in last year's CIP Plan or added to the plan through CIP Revision during the year.
2. A list of planned capital projects showing spending per fiscal year.
3. 'Narrative Questions' with a variety of additional information.

# Active and Proposed Projects with Projected Spending by Fiscal Year

| Active Projects | | | |
|---|---|---|---|
| **Project #** | **Project Title** | **Development** | **Total Development Cost** |
| 056189 | House Doctor RFS | | $1.00 |
| 056198 | AIP: 667 Routine Turnovers | | $33,000.00 |
| 056107 | FF: Partial bathroom renovation & Cast Iron Waste Line Repairs | Chelmsford ARMS | $1,003,888.14 |
| 056132 | ModPHS 2020 & ARPA TAR: K&B, Access, Elect., Windows | MCFARLIN MANOR | $34,640,529.20 |
| 056137 | Common Area Flooring Replacement 689-1 / 689-2 | 79 GROTON STREET | $46,840.64 |
| 056167 | ARPA Targeted Award: Chelmsford Fire Alarm Upgrade-689-1 & 705-1A | 79 GROTON STREET | $161,877.81 |
| 056177 | Vinyl Siding and Roofing Replacement | | $409,950.00 |
| 056178 | 79 Groton Roof Replacement | 79 GROTON STREET | $0.00 |
| 056179 | Heating Repairs | 79 GROTON STREET | $0.00 |
| 056188 | Misc. extraordinary maintenance issues for Harding St. | 1 and 3 Harding Street | $17,834.73 |
| 056190 | Delaney Card Access Upgrade | DELANEY TERRACE | $11,805.00 |
| 056191 | Mill Rd. Fencing/Landscaping | MILL ROAD | $16,090.00 |
| 056192 | Replace failed generator | Chelmsford ARMS | $6,140.09 |
| 056193 | Hot water tank failure | MILL ROAD | $3,570.87 |
| 056194 | EMG Elevator Repair & Upgrade McFarlin | MCFARLIN MANOR | $8,700.00 |
| 056195 | EMG Elevator Repair 667-05 8 Sheila Ave. | DELANEY TERRACE | $3,230.00 |
| 056197 | *EMG Domestic Hot water tank replacement 19 Mill Rd. | MILL ROAD | $3,857.52 |
| 056199 | Mill Road Paving | MILL ROAD | $55,700.00 |
| 056200 | EMG** Plumbing Repairs | 1 and 3 Harding Street | $3,659.55 |
| 056203 | Elevator study/investigation | MCFARLIN MANOR | $10,008.00 |
| 056204 | Interior and Exterior upgrades from Inspection | 1 and 3 Harding Street | $19,636.58 |
| 056205 | Gutter Replacement and Exterior Entryway Painting | 1A-9 JOHN- 11-13-15 JAMES ST | $9,248.00 |
| 056206 | ACM Ceiling Abatement B210 | Chelmsford ARMS | $4,538.00 |
| Total | | | $36,470,105.13 |

| **Proposed Projects** | | | |
|---|---|---|---|
| **FY2027** | | **Available Formula Funding:** | **$330,708.16** |
| **Project Title** | **Development** | **Total Development Cost** | **Special Award(s) Requested** |
| Common Hallway LVT + Stair tread replacement | DELANEY TERRACE | $48,702.50 | |
| Highland exterior upgrades - Door, Siding, Entryways, Asphalt Roof Entryway | | $601,982.00 | |
| CR ACM Abatement/Air Clearance - A209 - B108 | Chelmsford ARMS | $4,945.00 | $4,945.00 |
| Total | | $655,629.50 | $4,945.00 |

| **Proposed Projects** | | |
|---|---|---|
| **FY2028** | **Anticipated Formula Funding:** | **$330,708.16** |
| **Project Title** | **Development** | **Total Development Cost** |
| Fire Alarm Panel Replacement | DELANEY TERRACE | $249,562.00 |
| Total | | $249,562.00 |

| **Proposed Projects** | | |
|---|---|---|
| **FY2029** | **Anticipated Formula Funding:** | **$330,708.16** |
| **Project Title** | **Development** | **Total Development Cost** |
| Interior Common Hallway upgrades + Doors | 1 and 3 Harding Street | $34,334.00 |
| Bathroom Full Rehabs | 1 and 3 Harding Street | $150,297.00 |
| Total | | $184,631.00 |

| **Years 4 and 5 (reflect estimated annual planning amounts)** | | |
|---|---|---|
| **FY2030 and FY2031** | | |
| **Project Title** | **Development** | **Total Development Cost** |
| Rear Patio Replacement | DELANEY TERRACE | $21,485.00 |
| Replace exterior Ballard lighting | 1 and 3 Harding Street | $11,495.00 |
| Total | | $32,980.00 |

## The 'Narrative Questions' with Additional Information

## 1. Project Closeout

Have you reviewed in progress projects, contacted your PM to close out old projects, and recirculated unused funds? Please explain why or why not.

Answer: Yes

Explanation: We have worked w/ RCAT and our finance dept and gone through all existing projects. Budgets have been reconciled and email to the HLC PM for closeout has been sent. We also work with our Fee accountants via the MOD Reports to close out completed projects.

## 2. Request for Additional Funding

Request additional funding from EOHLC by going to the project's detail page and adding a comment that includes the funding type and requested amount. Upload any relevant attachments at the bottom of this form. Do not include requests already approved in your latest CIP.

## 3. Overall Goals of the Capital Improvement Plan

What do you plan to achieve with this year's CIP plan and how do the projects you've selected support this goal?

Explanation: The goal of the of the Chelmsford Housing Authorities 2027 CIP is to protect our building envelope while providing a safe and sanitary environment for our elderly tenants. The CHA is plaining to enhance the quality of life at our 667-5 building with a common hallway flooring replacement project. We are focusing on building envelopes with our 705-1A project in year 1 and year2 projects at 705-1 and 705-1b.

## 4. Changes from the Previous CIP

Aside from completing projects that were listed in your previous CIP and adding new projects in the new planning year(s), in what way does your new CIP differ from your previous CIP?

Explanation: With converting the CIP planning from CIMs to CapHub the CHA 3-year plan is full of new projects. We want to focus on our building envelopes in the next 2 years and upgrade our Fire Alarm panel at 667-5 in year 2. We have projects in year 3 for interior upgrades at our 689 that will help improve with the quality of living for our tenants living in this home.

## 5. Requirements from previous CIP approval

A. Approval Requirements

Did your previous CIP Approval Letter include conditions to be satisfied when implementing the CIP projects or conditions to be included in your new CIP?

Answer: No

## 6. Project Priorities

Does your CIP only include high priority capital projects (Priority 1 and 2 projects)? If no, explain your rationale for including lower priority projects.

Answer: Yes

## 7. High Priority Deficiencies

Are there any high priority capital deficiencies (priority 1 or 2 projects) in your CPS Backlog that you could not fit in your year 1 or 2 CIP plan? If yes, provide an explanation and the plan to address the deficiencies. Make sure to go through the CPS Backlog and update priorities when necessary.

Answer: Yes

Explanation: We've included the highest priority projects. There are always ones we cannot get too, due to funding restrictions.

## 8. Accessibility

Are you aware of any accessibility deficiencies in your portfolio (units, common areas, and sites)? If yes, describe the deficiencies and list the projects in this CIP that will address them.

Answer: No

## 9. Special Needs Development

A. DMH/DDS Developments

LHAs must meet with each service provider on an annual basis to discuss the physical condition and necessary repairs of each of the DDS/DMH developments (167 or 689). Does your LHA have one or more DDS/DMH developments? If yes, provide details from the service provider input.

Answer: Yes

B. DMH/DDS Projects

Does your plan include projects for the DMH/DDS developments recommended by this service provider? If no, provide an explanation. Include input from the service provider staff for expanding the DMH/DDS set aside.

Service Provider Input Completion Date: 01/16/2026

Answer: Yes

## 10. Sustainability Program

Are you requesting Sustainability Funding for any of your projects?

Answer: No

## 11. Solar Initiatives

Does your current CIP contain roof replacement projects?

Answer: No

## 12. Resilience

Are any of your developments flagged for weather vulnerabilities in CPS? For example, sea-level rise/storm surge, rainfall flooding, and extreme heat.

Answer: Yes

If yes, do the projects in this CIP planned at these developments incorporate resilient design elements into the initial design plans and costs? If no, please explain.

Answer: Yes

## 13. Fossil Fuels

PHN 2024-11 stipulates that EOHLC Capital Funds cannot be used to install new fossil fuel-fired equipment, barring a few exceptions. This includes natural gas, propane, and heating oil.

Will fossil fuel-fired equipment be installed as a part of any project in this CIP?

Answer: No

## 14. Vacant Units

Please list the projects in this CIP submission that are tied to reoccupying vacant units. If there are none, write none.

Explanation: The CHA has a large mod phase project 056132.

## 15. EOHLC/RCAT Assistance

Has EOHLC or RCAT staff provided you with assistance developing this CIP? If yes, who were the EOHLC or RCAT staff involved?

Answer: Yes

Explanation: Mike Hubert NE RCAT

## 16. Certification Statement

I certify that this is the complete and accurate list of projects that I will be submitting to the Board for approval as part of the Annual Plan process.

If there are any additions, deletions, or modifications to this list of projects resulting from the Board or LTO/public meeting, I will promptly notify my EOHLC Project Manager and RCAT Project Manager and make the necessary changes.

Answer: Yes

## 17. Other Comments

Comments: Thank you to EOHLC for your partnership and support as I step into my role as Executive Director. I appreciate the collaboration and guidance throughout the capital planning process. We remain committed to working diligently to support our residents while addressing the ongoing needs of our aging buildings and infrastructure.

# Maintenance and Repair Plan

## Maintenance Objective

The goal of good property maintenance at a public housing authority is to serve the residents by assuring that the homes in which they live are decent, safe, and sanitary.

## About This Maintenance and Repair Plan

This Maintenance & Repair Plan consists of several subsections describing maintenance systems followed by charts showing typical preventive maintenance, routine maintenance, and unit inspection tasks and schedules. These subsections are:

a. **Classification and Prioritization of Maintenance Tasks** - Defines and prioritizes types of work to be accomplished by maintenance staff and vendors. Explains how the housing authority is expected to respond to work orders (tasks or requests) based on the work order classification.
b. **Emergency Response System** - Defines what constitutes an emergency and how to notify staff of an emergency.
c. **Normal Maintenance Response System** - How to contact the maintenance staff for a non-emergency request.
d. **Work Order Management** - Description of the housing authority's system for managing work orders (tasks and requests).
e. **Maintenance Plan Narrative & Policy Statement** - Self-assessment, basic information, and goals for the coming year, along with a description of the housing authority's maintenance program.
f. **Preventive Maintenance Schedule** - A listing and schedule of tasks designed to keep systems and equipment operating properly, to extend the life these systems and equipment, and to avoid unexpected breakdowns.
g. **Routine Maintenance Schedule** - A listing and schedule of ordinary maintenance tasks such as mopping, mowing, raking, and trash collection required to keep the facilities in good condition.
h. **Unit Inspections** - Scheduling of annual unit inspections.

## Classification and Prioritization of Maintenance Tasks

Maintenance items are tracked as "work orders" and are classified in the following categories. They are prioritized in the order listed. The following classifications and prioritization are required by the Executive Office of Housing and Livable Communities (EOHLC).

I. **Emergencies** - Emergencies are only those conditions which are **immediately threatening** to the life or safety of our residents, staff, or structures.
   - Goal: initiated with 24 to 48 hours.

II. **Vacancy Refurbishment** - **Work necessary to make empty units ready for new tenants.**
   - After emergencies, the refurbishment of vacancies for immediate re-occupancy has the highest priority for staff assignments. **Everyday a unit is vacant is a day of lost rent.**
   - **Goal: vacancy work orders are completed within 30 calendar days or if not completed within that timeframe, LHA has a waiver**.

III. **Preventive Maintenance** - Work which must be done to **preserve and extend the useful life** of various elements of your physical property and avoid emergency situations.
   - A thorough Preventive Maintenance Program and Schedule that deals with all elements of the physical property is provided later in the document.
   - The Preventive Maintenance Program is reviewed and updated annually and as new systems and facilities are installed.

IV. **Programmed Maintenance** - Work which is important and is completed to the greatest extent possible within time and budget constraints. Programmed maintenance is grouped and scheduled to make its completion as efficient as possible. Sources of programmed maintenance include:
   - Routine Work includes those tasks that need to be done on a regular basis to keep our physical property in good shape. (Mopping, Mowing, Raking, Trash, etc.)
   - Inspections are the other source of programmed maintenance.
     ◊ Inspections are visual and operational examinations of parts of our property to determine their condition.
     ◊ All dwelling units, buildings and sites must be inspected at least annually.
     ◊ **Goal: Inspection-generated work orders are completed within 30 calendar days from the date of inspection, OR if cannot be completed within 30 calendar days, are added to the Deferred Maintenance Plan or the Capital Improvement Plan in the case of qualifying capital repairs (unless health/safety issue)**.

V. **Requested Maintenance** - Work which is requested by residents or others, does not fall into any category above, and should be accomplished as time and funds are available.
   - Requests from residents or others for maintenance work which does not fall into one of the other categories has the lowest priority for staff assignment.
   - **Goal: Requested work orders are completed in 14 calendar days from the date of tenant request or if not completed within that timeframe (and not a health or safety issue), the task is added and completed in a timely manner as a part of the Deferred Maintenance Plan and/or CIP.**

**Additional Remarks by the CHELMSFORD HOUSING AUTHORITY**

N/A

## Emergency Request System

For emergency requests call the numbers listed here. Qualifying emergency work requests are listed below.

| METHOD | CONTACT INFO. | TIMES |
|---|---|---|
| Call Answering Service | | |
| Call LHA at Phone Number | (978) 256-7425 X10 | M-F 830AM to 4:30PM |
| Other | (978) 265-5049 | Emergency/On-Call Maintenance Number |

See attached **Preventative Maintenance Plan** for more details.

**List of Emergencies** - Emergencies are those conditions which are immediately threatening to the life or safety of our residents, staff, or structures. The following is a list of typical conditions that warrant an emergency response. If there is an emergency condition whether or not enumerated on this list please notify the office or answering service at the numbers listed above. If you have any questions regarding this list or other matters that may constitute an emergency, please contact the CHELMSFORD HOUSING AUTHORITY main office.

| QUALIFYING EMERGENCY WORK REQUESTS |
|---|
| Fires of any kind (Call 911) |
| Gas leaks/ Gas odor (Call 911) |
| No electric power in unit |
| Electrical hazards, sparking outlets |
| Broken water pipes, flood |
| No water/ unsafe water |
| Sewer or toilet blockage |
| Roof leak |
| Lock outs |
| Door or window lock failure |
| No heat |
| No hot water |
| Snow or ice hazard condition |
| Dangerous structural defects |
| Inoperable smoke/CO detectors, beeping or chirping |
| Elevator stoppage or entrapment |
| Inoperable Refrigerato |

## Normal Maintenance Request Process

Make normal (non-emergency) maintenance requests using the following methods:

| METHOD | CONTACT INFO. | TIMES |
|---|---|---|
| Text Phone Number | | |
| Call Answering Service | | |
| Call Housing Authority Office | (978) 256-7425 X10 | M-F 8:30AM to 4:30PM |
| Submit Online at Website | | |
| Email to Following Email | info@chelmsfordha.com | 24/7 |
| Other | | |

## Work Order Management

A. EOHLC review of this housing authority's operations shows that the authority uses the following system for tracking work orders: PHA Web

B. We do track deferred maintenance tasks in our work order system.

C. Our work order process includes the following steps:

| Step | Description | Checked steps are used by LHA |
|---|---|---|
| 1 | Maintenance Request taken/submitted per the standard procedures listed above for the Emergency Request System and the Normal Maintenance Request Process. | ☑ |
| 2 | Maintenance Requests logged into the work system | ☑ |
| 3 | Work Orders generated | ☑ |
| 4 | Work Orders assigned | ☑ |
| 5 | Work Orders tracked | ☑ |
| 6 | Work Orders completed/closed out | ☑ |
| 7 | Maintenance Reports or Lists generated | ☑ |

D. Additional comments by the LHA regarding work order management:

CHA also tracks Deferred Work Orders in our work order system.

## Maintenance Plan Narrative

Following are CHELMSFORD HOUSING AUTHORITY's answers to questions posed by EOHLC.

A. Narrative Question #1: How would you assess your Maintenance Operations based on feedback you've received from staff, tenants, EOHLC's Performance Management Review (PMR) & Agreed Upon Procedures (AUP), and any other sources?

   Our team is highly responsive to maintenance requests. We consistently receive high scores in our EOHLC reviews, and our residents express a high level of satisfaction during our randomized follow-up calls.

B. Narrative Question #2: What changes have you made to maintenance operations in the past year?

   Over the past two years, maintenance operations have been enhanced by adding a second custodian to the team. This addition allows maintenance technicians to concentrate more on preventive maintenance and special projects. Furthermore, new snow removal equipment has been acquired to ensure a safe and efficient snow removal program.

C. Narrative Question #3: What are your maintenance goals for this coming year?

   CHA's maintenance staff will keep working hard to meet the needs of our residents and properties. We aim to focus more on preventative maintenance and stay proactive with our maintenance solutions.

D. Maintenance Budget Summary

   The budget numbers shown below are for the consolidated budget only. They do not include values from supplemental budgets, if any.

| | Total Regular Maintenance Budget | Extraordinary Maintenance Budget |
|---|---|---|
| Last Fiscal Year Budget | $395,878.00 | $45,000.00 |
| Last Fiscal Year Actual Spending | $376,211.00 | $68,537.00 |
| Current Fiscal Year Budget | $441,645.00 | $45,000.00 |

E. Unit Turnover Summary

| | |
|---|---|
| # Turnovers Last Fiscal Year | 14 |
| Average time from date vacated to make unit "Maintenance Ready" | 7 days |
| Average time from date vacated to lease up of unit | 127 days |

F. Anything else to say regarding the Maintenance Plan Narrative?

There is an ongoing ModPHASE project to our 667-3 development, which required the entire building to be empty, therefore vacancies are not being filled at this time at 667-3.

A fire occured in one unit at a 705 development and while the fire was contained to the bathroom, smoke damage permiated the entire unit. Household had to be relocated to a hotel starting the week before Thanksgiving and remained there through year end 2025.

## Attachments

These items have been prepared by the CHELMSFORD HOUSING AUTHORITY and appear on the following pages:

**Preventive Maintenance Schedule** - a table of preventive maintenance items showing specific tasks, who is responsible (staff or vendor), and the month(s) they are scheduled

**Deferred Maintenance Schedule** - a table of maintenance items which have been deferred due to lack of resources.

| Preventive Maintenance Task | Frequency | By Whom | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Inspect all entry doors. Clean and lubricate doors, as needed. | Monthly | CHA | X | X | X | X | X | X | X | X | X | X | X | X |
| Inspect common area carpets and flooring; clean as needed. | Quarterly | CHA | | | X | | | X | | | X | | | X |
| Inspect heater vents in all common areas; clean as needed. | Quarterly | CHA | X | | | X | | | X | | | X | | |
| Inspect storage rooms and maintenance areas; clean as needed. | Semi-Annual | CHA | | | X | | | | | X | | | | |
| Strip, wax and buff vinyl/linoleum flooring | Semi-Annual | CHA | | | | X | | | | | X | | | |
| Check lights:<br>· Emergency lighting, hallway lighting<br>· Outdoor lighting, parking lots | Monthly | CHA | X | X | X | X | X | X | X | X | X | X | X | X |
| Inspect electrical panels in boiler rooms and all common areas | Monthly | CHA | X | X | X | X | X | X | X | X | X | X | X | X |
| Daylight Savings Time - Fall Back 1 Hour; Spring Forward 1 Hour | Annually | CHA | | | X | | | | | | | | X | |
| Change A/C, heat and air handler filters | Semi-Annual | CHA | | | | | X | | | | | X | | |
| Clean A/C condensers (building systems only, not individual window units) | Annually | CHA | | | | X | | | | | | | | |
| HVAC tune-up & PM service<br>(Heating season is September 15th through June 15th) | Annually | Vendor | | | | | X | | | | | | | |
| HVAC tune-up (shut-down) & PM service<br>(Non-heating season June 16th to September 14th) | Annually | Vendor | | | | | | | | | | X | | |
| Make up air units PM | Monthly | CHA | X | X | X | X | X | X | X | X | X | X | X | X |
| Oil circulator pumps | Semi-Annual | CHA | X | | | X | | | X | | | X | | |
| Inventory of supplies and small parts | Monthly | CHA | X | X | X | X | X | X | X | X | X | X | X | X |
| Inventory tools, equipment, refrigerators and stoves in stock | Quarterly | CHA | | X | | | X | | | X | | | X | |
| Inventory fixed assets within apartment units (during Unit Inspections) | Annually | CHA | | X | X | X | X | X | | | X | X | X | |
| Check smoke detectors and carbon monoxide detectors during annual inspections | Monthly | Vendor | X | X | X | X | X | X | X | X | X | X | X | X |
| Emergency Generator PM | Semi-Annual | Vendor | | X | | | | | | | X | | | |
| Emergency Generator (monthly self-test and inspection) | Monthly | CHA | X | X | X | X | X | X | X | X | X | X | X | X |
| Fire extinguisher annual recertification (specific to each property) | Annually | Vendor | X | X | X | X | X | X | X | X | X | X | X | X |
| Cleaning of all gutters | Annually | CHA | | | | | | | | | X | | | |
| Cover/Uncover fixed AC's (according to policy) | Annually | CHA | | | | | X | | | | | X | | |
| Clean sanitary systems, lubricate valves and pumps | Quarterly | CHA | | X | | | X | | | X | | | X | |
| Domestic hot water systems PM | Annually | Vendor | | | | | | | | | X | | | |
| Touch up all common area paint; as needed. (Completed throughout the year) | Monthly | CHA | X | X | X | X | X | X | X | X | X | X | X | X |
| Elevator Service | Monthly | Vendor | X | X | X | X | X | X | X | X | X | X | X | X |
| Annual cleaning of septic systems | Annually | Vendor | | | | X | | | | | | | | |
| Check flags and replace as necessary (Memorial Day & Veterans Day) | Semi-Annual | CHA | | | | | X | | | | | | X | |
| Inspect common area windows (glass, seals, balances and locks) | Monthly | CHA | X | X | X | X | X | X | X | X | X | X | X | X |
| Inspect gutters, downspouts and splash blocks – repair as needed | Monthly | CHA | X | X | X | X | X | X | X | X | X | X | X | X |
| Inspect roofs and siding | Quarterly | CHA | | | X | | | X | | | X | | | X |
| Sidewalk and parking lot crack and crevice sealing and repair | Annually | CHA | | | | | X | | | | | | | |
| Inspect dryer vents, exhaust vents and roof vent motors; clean as needed. | Quarterly | CHA | | | X | | | X | | | X | | | X |
| Inspect, service and/or store lawn equipment. | Seasonal | CHA | | | | X | X | X | X | X | X | X | | |
| Inspect parking areas, roadways, driveways, and walkways | Monthly | CHA | X | X | X | X | X | X | X | X | X | X | X | X |
| Fertilize lawns | Seasonal | CHA | | | | X | | | X | | | X | | |
| Inspect and repair site fencing | Seasonal | CHA | | | | | X | | | X | | | | |
| Inspect site railings, walkways and stairs for potential hazards<br>Identify and repair, as needed | Monthly | CHA | X | X | X | X | X | X | X | X | X | X | X | X |
| Inspect trees and trim as needed<br>(maintain 10ft clearance from all structures) | Seasonal | CHA | | | | | X | | | | | X | | |
| Leaf removal | Seasonal | CHA | | | | | | | | | | X | X | |

| Preventive Maintenance Task | Frequency | By Whom | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Prune/trim all shrubs and bushes away from buildings (maintain 2ft clearance from all structures) | Seasonal | CHA | | | | | X | | | | | X | | |
| Weed and edge all planting beds every 2 weeks (June 1st to Oct 1st)** | Seasonal | CHA | | | | | | X | X | X | X | | | |
| Buy and stock ice melt for winter | Annually | CHA | | | | | | | | | | X | | |
| Service snow blowers; as needed. | Seasonal | CHA | X | X | X | | | | | | | | X | X |
| Keep all chimneys, exhaust, intake and dryer vents free of snow throughout the winter season | Seasonal | CHA | X | X | X | X | | | | | | | X | X |
| Vehicle Inspection:<br>· Change engine oil in all vehicles<br>· Check all fluid levels: crank case, transmission, etc<br>· Check antifreeze, radiator rust inhibiter and thermostat<br>· Check belts and hoses<br>· Check heater and defroster<br>· Check plugs, wiring, battery, clean and grease terminals<br>· Check underbody for corrosion and hose off<br>· Check wheel alignment and tire balance (signs of uneven wear)<br>· Check windshield washer fluid<br>· Check wiper blades for wear<br>· Clean out air cleaner | Monthly | CHA | X | X | X | X | X | X | X | X | X | X | X | X |

** NOTE: Please note that in accordance with 527 CMR 17, which took effect September 2012, the new application of mulch within 18 inches around combustible exteriors of buildings such as wood or vinyl, but not brick or concrete, is prohibited. (See Addendum B: 527 CMR: Board of Fire Prevention Regulations & Preventing Mulch Fires)

## DEFERRED MAINTENANCE PLAN

Deferred Maintenance is maintenance, upgrades or repairs that are deferred to a future budget cycle or postponed for some other reason. Sometimes, it is referred to as extraordinary maintenance. Deferred Maintenance should not be confused with capital projects that would be included in the Capital Improvement Plan (CIP). No emergency work order should be categorized as Deferred. Any work order meeting the definition of deferred must be categorized as such within 45 days of issuance of the work order.

Deferred Maintenance would be used in the following situations:

1. **Vacant Unit Turnover**
   Anything noticed during inspection that can wait until unit is vacant. Determined by DPM and PM during annual unit inspection. *Example: Carpet replacement and counter top replacement.*

2. **Lack of Funding**
   *Example: During a yearly inspection, it was noted that common areas needed to be repainted. Because of severe winter we had, our budget did not allow us to complete the necessary painting at this time. The work order has been closed out and moved to the Deferred Maintenance Module. When our budget permits, the necessary work will be completed.*

3. **Grouping items by location, task or trade**
   During an inspection, it was noticed that several exterior lights at different locations were out. It is more cost efficient to group these together as a lift truck is required.

4. **Upkeep and Organizational Tasks**
   Anything above and beyond cleaning of community centers and offices. *Example: strip and wax office floors, shampoo carpets and painting offices and community centers.*

Items to be included in the Deferred Maintenance Plan:

- Date Added to Deferred Maintenance Module
- Item Description
- Site or Unit Number
- Reason Deferred
- Other Comments
- Estimated Cost
- Materials Needed
- Original Work Order Number
- Target Completion Date
- Actual Completion Date

Life and Safety items, work order backlog and small/minor items will not be categorized as deferred in the Deferred Maintenance Plan.

## Annual Operating Budget

The tables on the following pages show the approved budget and actual income and spending per budget account (row) for the fiscal year ending 6/30/2025. It also shows the approved budget for the current year (2025) if there is one, and the percent change from last year's spending to this year's approved budget. The final column shows the current approved amount for each account divided by the number of housing units and by 12 months to show the amount per unit per month (PUM). The chart does not show a draft budget for the coming fiscal year as that will typically be developed in the final month of the fiscal year.

The budget format and accounts are mandated by the Executive Office of Housing and Livable Communities (EOHLC). For a better understanding of the accounts and discussion of special situations see the notes following the budget tables and the "Definitions of Accounts" at the end of this section.

The LHA maintains a consolidated budget (400-1) for all state-aided 667 (Elderly), 200 (family), and 705 (scattered site family) developments owned by the LHA. It does not maintain separate budgets for each development.

## Operating Reserve

The LHA's operating reserve is the amount of funds that an LHA sets aside to sustain itself during lean years, or to remedy urgent health and safety concern or address deferred maintenance items. In addition, while EOHLC approves a fixed non-utility operating budget level for every LHA (called the Allowable Non-Utility Expense Level, or ANUEL), LHAs can propose a budget that exceeds that level, with the additional cost to be funded from the Operating Reserve, as long as the reserve will still remain above the minimum threshold set by EOHLC.

EOHLC defines a full (100%) Operating Reserve (OR) amount to be equal to one-half of the previous year's operating expenses and requires LHAs to maintain a minimum OR of 35% of this amount to cover any unplanned but urgent needs that may arise during the year and that can't be funded by the operating budget. If the reserve is between 20% and 35% of the full level, the LHA must obtain prior written approval from EOHLC to spend reserve funds, unless the expense is to resolve a health and safety issue. If the reserve is below the 20% level, the LHA can only spend OR funds on health and safety issues. In both cases, the LHA should address the health and safety issue immediately but must retroactively inform EOHLC and obtain its approval.

The CHELMSFORD HOUSING AUTHORITY operating reserve at the end of fiscal year 2024 was $507,953.00, which is
68.53% of the full reserve amount defined above.

| Consolidated Budget (400-1) for all state-aided 667 (Elderly), 200 (family), and 705 (scattered site family) developments owned by CHELMSFORD HOUSING AUTHORITY | | | | | | |
|---|---|---|---|---|---|---|
| **REVENUE** | | | | | | |
| Account Number | Account Class | 2024 Approved Revenue Budget | 2024 Actual Amounts Received | 2025 Approved Revenue Budget | % Change from 2024 Actual to 2025 Budget | 2025 Dollars Budgeted Per Unit per Month |
| 3110 | Shelter Rent -Tenants | 540,000.00 | 639,003.00 | 720,000.00 | 12.70% | 340.91 |
| 3111 | Shelter Rent - Tenants - Fraud/Retroactive | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 3115 | Shelter Rent -Federal Section 8\MRVP One-time Leased up Rev. | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 3190 | Nondwelling Rentals | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 3400 | Administrative Fee - MRVP | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 3610 | Interest on Investments - Unrestricted | 600.00 | 2,533.00 | 4,500.00 | 77.70% | 2.13 |
| 3611 | Interest on Investments - Restricted | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 3690 | Other Revenue | 15,000.00 | 14,742.00 | 20,000.00 | 35.70% | 9.47 |
| 3691 | Other Revenue - Retained | 155,000.00 | 140,962.00 | 152,000.00 | 7.80% | 71.97 |
| 3692 | Other Revenue - Operating Reserves | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 3693 | Other Revenue - Energy Net Meter | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 3801 | Operating Subsidy - EOHLC (4001) | 812,791.00 | 683,326.00 | 758,064.00 | 10.90% | 358.93 |
| 3802 | Operating Subsidy - MRVP Landlords | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 3803 | Restricted Grants Received | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 3920 | Gain/Loss From Sale/Disp. of Prop. | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 3000 | TOTAL REVENUE | 1,523,391.00 | 1,480,566.00 | 1,654,564.00 | 11.80% | 783.41 |

| Consolidated Budget (400-1) for all state-aided 667 (Elderly), 200 (family), and 705 (scattered site family) developments owned by CHELMSFORD HOUSING AUTHORITY | | | | | | |
|---|---|---|---|---|---|---|
| **EXPENSES** | | | | | | |
| Account Number | Account Class | 2024 Approved Revenue Budget | 2024 Actual Amounts Received | 2025 Approved Revenue Budget | % Change from 2024 Actual to 2025 Budget | 2025 Dollars Budgeted Per Unit per Month |
| 4110 | Administrative Salaries | 328,973.00 | 327,367.00 | 347,966.00 | 6.30% | 164.76 |
| 4120 | Compensated Absences | 0.00 | 2,145.00 | 0.00 | -100.00% | 0.00 |
| 4130 | Legal | 10,000.00 | 17,419.00 | 20,000.00 | 14.80% | 9.47 |
| 4140 | Members Compensation | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 4150 | Travel & Related Expenses | 3,500.00 | 1,020.00 | 3,500.00 | 243.10% | 1.66 |
| 4170 | Accounting Services | 10,200.00 | 10,200.00 | 10,920.00 | 7.10% | 5.17 |
| 4171 | Audit Costs | 5,250.00 | 6,730.00 | 6,835.00 | 1.60% | 3.24 |
| 4180 | Penalties & Interest | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 4190 | Administrative Other | 45,801.00 | 48,885.00 | 51,776.00 | 5.90% | 24.52 |
| 4191 | Tenant Organization | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 4100 | TOTAL ADMINISTRATION | 403,724.00 | 413,766.00 | 440,997.00 | 6.60% | 208.81 |
| 4310 | Water | 93,564.00 | 81,404.00 | 93,564.00 | 14.90% | 44.30 |
| 4320 | Electricity | 114,715.00 | 98,959.00 | 114,715.00 | 15.90% | 54.32 |
| 4330 | Gas | 43,743.00 | 47,410.00 | 43,743.00 | -7.70% | 20.71 |
| 4340 | Fuel | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 4360 | Net Meter Utility Debit/Energy Conservation | 0.00 | 17,763.00 | 0.00 | -100.00% | 0.00 |
| 4390 | Other | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 4391 | Solar Operator Costs | 0.00 | 78,672.00 | 0.00 | -100.00% | 0.00 |
| 4392 | Net Meter Utility Credit (Negative Amount) | 0.00 | -95,997.00 | 0.00 | -100.00% | 0.00 |
| 4300 | TOTAL UTILITIES | 252,022.00 | 228,211.00 | 252,022.00 | 10.40% | 119.33 |

Consolidated Budget (400-1) for all state-aided 667 (Elderly), 200 (family), and 705 (scattered site family) developments owned by CHELMSFORD HOUSING AUTHORITY

## EXPENSES

| Account Number | Account Class | 2024 Approved Revenue Budget | 2024 Actual Amounts Received | 2025 Approved Revenue Budget | % Change from 2024 Actual to 2025 Budget | 2025 Dollars Budgeted Per Unit per Month |
|---|---|---|---|---|---|---|
| 4410 | Maintenance Labor | 212,236.00 | 220,332.00 | 233,007.00 | 5.80% | 110.33 |
| 4420 | Materials & Supplies | 48,000.00 | 37,232.00 | 48,000.00 | 28.90% | 22.73 |
| 4430 | Contract Costs | 135,642.00 | 118,647.00 | 160,638.00 | 35.40% | 76.06 |
| 4510 | Insurance | 59,113.00 | 65,569.00 | 80,642.00 | 23.00% | 38.18 |
| 4520 | Payment in Lieu of Taxes | 3,596.00 | 3,600.00 | 3,596.00 | -0.10% | 1.70 |
| 4540 | Employee Benefits | 237,183.00 | 209,926.00 | 256,298.00 | 22.10% | 121.35 |
| 4541 | Employee Benefits - GASB 45 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 4542 | Pension Expense - GASB 68 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 4570 | Collection Loss | 0.00 | 9,539.00 | 10,000.00 | 4.80% | 4.73 |
| 4571 | Collection Loss - Fraud/Retroactive | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 4580 | Interest Expense | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 4590 | Other General Expense | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 4500 | TOTAL GENERAL EXPENSES | 299,892.00 | 288,634.00 | 350,536.00 | 21.40% | 165.97 |
| 4610 | Extraordinary Maintenance | 45,000.00 | 68,537.00 | 45,000.00 | -34.30% | 21.31 |
| 4611 | Equipment Purchases - Non Capitalized | 40,000.00 | 10,893.00 | 40,000.00 | 267.20% | 18.94 |
| 4612 | Restricted Reserve Expenditures | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 4715 | Housing Assistance Payments | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 4801 | Depreciation Expense | 0.00 | 413,893.00 | 0.00 | -100.00% | 0.00 |
| 4600 | TOTAL OTHER EXPENSES | 85,000.00 | 493,323.00 | 85,000.00 | -82.80% | 40.25 |
| 4000 | TOTAL EXPENSES | 1,436,516.00 | 1,800,145.00 | 1,570,200.00 | -12.80% | 743.47 |

Consolidated Budget (400-1) for all state-aided 667 (Elderly), 200 (family), and 705 (scattered site family) developments owned by CHELMSFORD HOUSING AUTHORITY

## SUMMARY

| Account Number | Account Class | 2024 Approved Revenue Budget | 2024 Actual Amounts Received | 2025 Approved Revenue Budget | % Change from 2024 Actual to 2025 Budget | 2025 Dollars Budgeted Per Unit per Month |
|---|---|---|---|---|---|---|
| 3000 | TOTAL REVENUE | 1,523,391.00 | 1,480,566.00 | 1,654,564.00 | 11.80% | 783.41 |
| 4000 | TOTAL EXPENSES | 1,436,516.00 | 1,800,145.00 | 1,570,200.00 | -12.80% | 743.47 |
| 2700 | NET INCOME (DEFICIT) | 86,875.00 | -319,579.00 | 84,364.00 | -126.40% | 39.95 |
| 7520 | Replacements of Equip. - Capitalized | 15,000.00 | 22,843.00 | 50,000.00 | 118.90% | 23.67 |
| 7540 | Betterments & Additions - Capitalized | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 7500 | TOTAL NONOPERATING EXPENDITURES | 15,000.00 | 22,843.00 | 50,000.00 | 118.90% | 23.67 |
| 7600 | EXCESS REVENUE OVER EXPENSES | 71,875.00 | -342,422.00 | 34,364.00 | -110.00% | 16.27 |

## Explanation of Budget Accounts

The following explains how each of the line items is to be prepared.

3110: Shelter Rent: The shelter rent projection should be based on the current rent roll plus anticipated changes expected from annual rent re-determinations or as a result of regulatory amendments.

3111: Shelter Rent – Tenants - Fraud/Retroactive: This account should be used for the reporting of total rent receipts from residents due to unreported income. These are often called fraud or retroactive balances. In cases where deficit LHAs discover, pursue cases, and have entered into a written fraud/retroactive re-payment agreement **with a present or former tenant who did not report income,** the LHA will be allowed to retain two-thirds of the funds recovered. One third of the total dollar amount recovered should be included in the LHA's quarterly or year-end Operating Statement as Shelter Rent, account #3111, and two-thirds of this total dollar amount should be included in Other Revenue-Retained, account #3691.

3115: Shelter Rent - Section 8: This account applies only to those developments receiving support through the federal government's Housing and Urban Development (HUD) Section 8 New Construction and/or Substantial Rehab Programs.

3190: Non-Dwelling Rental: This account should be credited with the rents, other than tenants rents reported in line 3110 and 3115, including charges for utilities and equipment, billed to lessees of non-dwelling facilities as well as apartments rented for non-dwelling purposes, such as social service programs.

3400: Administrative Fee- MRVP/AHVP: This account should be credited with Administrative Fees to be received for the MRVP/AHVP Program. The MRVP/AHVP administrative fee is $50.00 per unit per month, as of July 1, 2020.

3610: Interest on Investments – Unrestricted: This account should be credited with interest earned on unrestricted administrative fund investments.

3611: Interest on Investments – Restricted: This account should be credited with interest earned on restricted administrative fund investments. For example, an LHA may receive a grant whose use is restricted to a specific purpose, and the interest income earned on that grant may also be restricted to the same purpose.

3690: Other Operating Revenues: This account should be credited with income from the operation of the project that cannot be otherwise classified. Income credits to this account include, but are not limited to, penalties for delinquent payments, rental of equipment, charges for use of community space, charges to other projects or programs for the use of central office management and maintenance space, commissions and profits from vending machines, including washing machines, and certain charges to residents for additional services, materials, and/or repairs of damage caused by neglect or abuse in accordance with the Department's regulations on lease provisions..

3691: Other Revenue – Retained: This account should be credited with certain miscellaneous revenue to be retained by the LHA, and which is not used to reduce the amount of operating subsidy the LHA is due. The most common examples for this account is receipts for the rental of roof antennas to cell phone providers and net meter credits earned on electricity bills from Net Meter Power Purchase Agreements (PPA's). Generally, surplus LHAs may retain 100% of these savings and deficit LHAs may retain 25% of the savings, with the 75% balance used to offset its need for operating subsidy. However, for the period 7/1/16 through 6/30/20, all deficit LHAs may keep 100% of the net meter credit savings, while they can keep 50% effective 7/1/2020.

3692: Other Revenue - Operating Reserves: This account should be credited with funds that LHAs plan to utilize from their operating reserve accounts in excess of the Allowable Non-Utility Expense Level (ANUEL). To be approvable, LHA must maintain the EOHLC prescribed operating reserve minimum level after deducting the amount budgeted. The only exception to this is when the expenses are for health and safety issues.

3693: Other Revenue – Net Meter: This account should normally be credited with 75% of the total net meter credit savings realized by a deficit LHA, while surplus LHAs with net meter credit savings would enter $0 here. Savings are calculated as the value of the net meter credits appearing on the LHA's electric bills (or, in some cases, paid in cash to the LHA by their utility company), minus the cost of the payments made to the solar power developer under their Power Purchase Agreement (PPA). Deficit LHAs normally may retain 25% of the savings. That amount should be included as Other Revenue – Retained on line #3691. However, please note that for the period 7/1/16 through 6/30/20 all LHAs may retain 100% of their total net meter credit savings, and should report those savings as Other Revenue – Retained on line #3691. LHAs can keep 50% of savings effective 7/1/2020.

3801: Operating Subsidy – EOHLC (400-1): This account represents all state-funded operating subsidy to be received and or to be earned for the fiscal year. At the end of each fiscal year, this account will be adjusted in the operating statement to equal the actual subsidy earned by the LHA.

3802: Operating Subsidy – MRVP/AHVP Landlords:

The credit balance in this account represents the anticipated total receipts from EOHLC during the fiscal year for housing assistance payments to landlords. At the end of each fiscal year this account will be adjusted to equal the actual subsidy earned.

3920: Gain/Loss from Sale or Disposition of Property (Capitalized or Non-Capitalized): The debit or credit balance of this account represents the following items: a) Cash proceeds from the sale of property that was either: 1) non-capitalized; or 2) capitalized and has been fully depreciated, and b) Realized gain or loss from the sale or disposition of capitalized properly that has not been fully depreciated.

4110: Administrative Salaries: This account should be charged with the gross salaries of LHA personnel engaged in administrative duties and in the supervision, planning, and direction of maintenance activities and operating services during the operations period. It should include the salaries of the executive director, assistant executive director, accountants, accounting clerks, clerks, secretaries, project managers, management aides, purchasing agents, engineers, draftsmen, maintenance superintendents, and all other employees assigned to administrative duties.

4120: Compensated Absences: The debit balance in this account represents the actual cost incurred during the fiscal year for vacation, paid holidays, vested sick leave and earned compensatory time. This account includes both the direct compensated absences cost and associated employer payroll expenses (employment taxes, pension cost, etc.).

4130: Legal Expense: This account should be charged with retainers and fees paid to attorneys for legal services relating to the operation of the projects.

4140: Compensation to Authority Members: A local authority may compensate its members for performance of their duties and such other services as they may render to the authority in connection with its Chapter 200 development(s). Compensation for any other program is not authorized. Because of this, LHAs must base such compensation only on the actual rent receipts for these developments plus a prorated share of other operating receipts of funds on a per unit basis. The precise amount that members may be compensated is defined by statute to a maximum of $40 per member per day, and $50 for the chairperson per day. The total of all compensation to all board members is not to exceed two percent (2%) of actual gross income of Chapter 200 developments in any given year, consistent with the approved budget amount. In no case shall the payment of compensation exceed $12,500 annually for the chairperson, or $10,000 for any member other than the chairperson. Please note the statute requires the member to perform housing authority business in order to receive compensation.

4150: Travel and Related Expense: Legitimate travel expenses incurred by board members and staff in the discharge of their duties for any **state-aided program** are reimbursable from this account, as consistent with Department policy.

4170: Contractual Accounting Services: Fees for accounting services that are provided routinely and are contracted for on an annual basis. Only accounting services performed on a contractual basis (fee accountant) should be included in this item. Full or part-time LHA accounting staff that provides routine accounting services should be included in Account 4110, Administrative Salaries.

4171: Audit Costs: This account includes the state program's prorated share of audit fees paid to an Independent Public Accountant (IPA). The procurement of an IPA is necessary to satisfy the Federal Government's audit requirements. Costs for these services should be shared with all state and federal programs of LHA. **Audit costs are to be absorbed within the ANUEL.** The new Agreed Upon procedures (AUP) audit costs for state-assisted public housing programs should also be included in this account.

4180: Penalties and Interest: Any expenses incurred from penalties, fees, and interest paid on delinquent accounts shall be included in this line item.

4190: Administrative Other: This account is provided for recording the cost of administrative items for which no specific amount is prescribed in this 4100 group of accounts. It includes, but is not limited to, the cost of such items as: reports and accounting forms; stationery and other office supplies; postage; telephone services; messenger service; rental of office space; advertising for bids; publications; membership dues; collection agency & court costs, training costs; management fees, and fiscal agent fees.

4191: Tenant Organization: LTO Funding by the LHA. Upon request the LHA shall fund all LTOs in a city or town at the annual rate of $25.00 per state-aided public housing unit occupied or available for occupancy by residents represented by such LTO(s) or an annual total of $500.00 prorated among all such LTO(s), whichever is more. For more information on the creation and funding of LTOs see 760 CMR 6.09.

4310: Water: This account should be charged with the cost of water and sewer charges purchased for all purposes.

4320: Electricity: This account should be charged with the total cost of electricity purchased for all purposes. Many LHAs have entered into Net Meter Credit Power Purchase Agreements (PPA's). In these deals, an LHA executes a contract with a solar power developer who constructs and owns an off- site solar electricity- generating site. In exchange for contracting to purchase a percentage of the solar power produced, the LHA receives a credit on its utility electric bill for each KWH purchased or in some cases receives a direct cash payment from their utility company. Please ensure that the amount charged to this account is the total cost of electricity BEFORE any reductions due to the receipt of net meter credits.

4330: Gas: This account should be charged with the cost of gas (natural, artificial, or liquefied) purchased for all purposes.

4340: Fuel: This account should be charged with the cost of coal, fuel oil, steam purchased, and any other fuels (except electricity and gas) used in connection with Local Housing Authority operation of plants for the heating of space or water supplied to tenants as a part of rent.

4360: Net Meter Utility Debit/Energy Conservation: This account is to be charged with costs incurred for energy conservation measures.

4390: Other Utilities: This account should be charged with the cost of utilities which are not provided for in accounts 4310 through 4360. In addition, for all quarterly or year-end operating statements 9/30/20 or later, and all budgets 6/30/21 or later, please use this line to record the total net meter credits earned as reported in Line 4392, MINUS the Solar Operator Costs reported in Line 4391, with the result expressed as a positive number. For example, if you reported -$20,000 in Net Meter Utility Credits in Line 4392 and $15,000 in Solar Operator Costs in Line 4391, you would subtract the $15,000 reported on Line 4391 from the -$20,000 reported on Line 4392, and post the remainder of $5,000 on Line 4360, as a positive number. This number essentially represents the "net" savings the LHA earned from its net meter credit contract.

4391: Solar Operator Costs: Many LHAs have entered into Net Meter Credit Power Purchase Agreements (PPA's). In these deals, an LHA executes a contract with a solar power developer who constructs and owns an off-site solar electricity-generating site. The LHA makes regular (usually monthly) payments to the developer for its contracted share of the solar electricity produced by the site. Those payments should be entered in this account.

4392: Net Meter Utility Credit (Negative Amount): As noted in account #4391 above, many LHAs have executed Net Meter Credit Power Purchase Agreements (PPA's). In exchange for contracting to purchase a percentage of the solar power produced, the LHA receives a credit on its utility electric bill for each KWH purchased from the developer, which reduces the balance on its electric bill, or, in some cases, the credits are paid in cash to the LHA by the utility company. The total gross amount of the net meter credits that appear on the LHA's utility bills should be carried in this account and entered as a negative number. In cases where credits are paid in cash to the Host LHA, the net balance after paying out the amounts due the participating housing authorities, should also be carried in this account and entered as a negative number.

4410: Maintenance Labor: This account should be charged with the gross salaries and wages, or applicable portions thereof, for LHA personnel engaged in the routine maintenance of the project.

4420: Materials & Supplies: This account should be charged with the cost of materials, supplies, and expendable equipment used in connection with the routine maintenance of the project. This includes the operation and maintenance of automotive and other movable equipment, and the cost of materials, supplies, and expendable equipment used in connection with operating services such as janitorial services, elevator services, extermination of rodents and household pests, and rubbish and garbage collection.

4430: Contract Costs: This account should be charged with contract costs (i.e. the cost of services for labor, materials, and supplies furnished by a firm or by persons other than Local Authority employees) incurred in connection with the routine maintenance of the project, including the maintenance of automotive and other movable equipment. This account should also be charged with contract costs incurred in connection with such operating services as janitorial services, fire alarm and elevator service, extermination of rodents and household pests, rubbish and garbage collection, snow removal, landscape services, oil burner maintenance, etc.

4510: Insurance: Includes the total amount of premiums charged all forms of insurance. Fire and extended coverage, crime, and general liability are handled by EOHLC on a statewide basis. All other necessary insurance policies include: Workers' Compensation, boiler, vehicle liability and owner, etc.

4520: Payments in Lieu of Taxes:

This account should be charged with all payments in lieu of taxes accruing to a municipality or other local taxing body.

4540: Employee Benefits: This account should be charged with local housing authority contributions to employee benefit plans such as pension, retirement, and health and welfare plans. It should also be charged with administrative expenses paid to the State or other public agencies in connection with a retirement plan, if such payment is required by State Law, and with Trustee's fees paid in connection with a private retirement plan, if such payment is required under the retirement plan contract.

Employee benefits are based upon a given percentage of the total payroll; therefore, the total amount approved in this account will be based on the approved budgeted salaries representing the state's fair share.

4541: Employee Benefits - GASB 45: This line covers "Other Post-Employment Benefits" (OPEB). Of the total benefits offered by employers to attract and retain qualified employees, some benefits, including salaries and active-employee healthcare are taken while the employees are in active service, whereas other benefits, including post-employment healthcare and other OPEB are taken after the employees' services have ended. Nevertheless, both types of benefits constitute compensation for employee services. In accordance with required accounting practices, this amount is not projected in the budget (and is therefore blank) but the estimated future costs of this item is carried in the operating statement.

4542: Pension Expense – GASB 68: The primary objective of GASB 68 Statement is to improve accounting and financial reporting for pension costs. It also improves information provided by state and local governmental employers about financial support for pensions that is provided by other entities. As with account 4541 above, in accordance with required accounting practices, this amount is not projected in the budget (and is therefore blank) but the estimated future costs of this item is carried in the operating statement.

4570: Collection Loss: The balance in this account represents the estimated expense to cover unexpected losses for tenant rents. Note: Do not include losses from fraud/retroactive balances here. Report them in Account 4571 – Collection Loss – Fraud/Retroactive.

4571: Collection Loss – Fraud/Retroactive: The balance in this account represents the estimated expense to cover unexpected losses for tenant rents due to unreported income, i.e. fraud/retroactive balances.

4580: Interest Expense: The debit balance in this account represents the interest expense paid and accrued on loans and notes payable. This debt can be from operating borrowings or capital borrowings.

4590: Other General Expense: This account represents the cost of all items of general expenses for which no specific account is prescribed in the general group of accounts.

4610: Extraordinary Maintenance – Non-Capitalized: This account should be debited with all *costs* (labor, materials and supplies, expendable equipment (such as many tools or routine repair parts), and contract work) of repairs, replacements (but not replacements of non-expendable equipment), and rehabilitation of such a substantial nature that the work is clearly not a part of the routine maintenance and operating program. The items charged to this account should not increase the useful life or value of the asset being repaired. These items are not capitalized and are not added as an increase to fixed assets at the time of completion. Nor are these items depreciated. An example of this would be scheduled repainting of apartments.

4611: Equipment Purchases – Non-Capitalized: This account should be debited with the costs of equipment that does not meet the LHA's criteria for capitalization. Because these items are being expended when paid, they should not be categorized as a fixed asset and therefore will not be depreciated. These items include stoves, refrigerators, small tools, most computers and software, etc.

The budget is a planning tool and as our portfolio ages it is essential that LHAs evaluate their properties annually and plan for extraordinary maintenance. To that end EOHLC very strongly recommends that for all 400-1 operating budgets, depending on the age of the portfolio and condition, LHAs spend between $100 and $500 a year per unit in Extraordinary Maintenance, Equipment Purchases, Replacement of Equipment, and Betterments & Additions to ensure that the aging public housing stock is preserved.

4715: Housing Assistance Payments: This account should be debited with all housing assistance payments paid to landlords for the MRVP program on a monthly basis.

4801: Depreciation Expense: This account should be debited with annual fixed asset depreciation expenses as determined by the LHA's capitalization policy.

7520: Replacement of Equipment – Capitalized: This account should be debited with the acquisition cost (only the net cash amount) of non-expendable equipment purchased as a replacement of equipment of substantially the same kind. These items, such as vehicles, computers, or furniture, meet the LHA's criteria for capitalization and will also be added to fixed assets and therefore depreciated over the useful life.

7540: Betterments & Additions – Capitalized: This account should be debited with the acquisition cost (only the net cash amount) of non-expendable equipment and major non-routine repairs that are classified as a betterment or addition. These items meet the LHA's criteria for capitalization and will also be added to fixed assets and therefore depreciated over the useful life of the asset. Examples are: major roof replacement, structural repairs such as siding, or major paving work.

In accordance with GAAP accounting, inventory purchases (Replacement of Equipment and Betterments & Additions) are distinguished between capitalized and non-capitalized items. Any inventory or equipment purchase greater than $5,000 is required by EOHLC to be capitalized, inventoried and depreciated. Any inventory or equipment purchase costing $1,000 to $4,999 should be inventoried by LHA staff for control purposes only but is not subject to capitalization or depreciation, it is, however, required to be expensed when the items are paid for. An LHA's inventory listing should include both capitalized and non-capitalized items of $1,000 and more, as well as all refrigerators and stoves of any value. All items that appear on the inventory listing should be tagged with a unique identification number, and all refrigerators and stoves (regardless of value) should be tagged. LHAs may adopt a capitalization policy that capitalizes inventory purchases at a lesser amount than the $5,000 requirement (i.e. $1,000 - $4,999); however, no capitalization policy can have an amount higher than $5,000. Any inventory or equipment purchases costing $0 to $999 are to be expensed when paid for.

## Narrative Responses to the Performance Management Review (PMR) Findings

PMRs are conducted for most LHAs on a biennial basis. This year there is no PMR record for this Housing Authority.

## Explanation of PMR Criteria Ratings

| CRITERION | DESCRIPTION |
|---|---|
| **Management** | |
| Occupancy Rate | The rating is calculated using the following formula: (Total Number of Occupied units on Monthly Report divided by (Total Number of Units Minus Units that Received a Waiver Minus Number of Units Vacant less than 30 days on Monthly Report)<br>• "No Findings" : Occupancy Rate is at or above 98%<br>• Operational Guidance: Occupancy rate is at 95% up to 97.9%<br>• Corrective Action: Adjusted occupancy rate is less than 95% |
| Tenant Accounts Receivable (TAR) | This criterion calculates the percentage of uncollected rent and related charges owed by starting with the amount reported by the LHA, as uncollected balances for the TAR (Account 1122 from the Balance Sheet) minus Normal Repayment Agreements* divided by Shelter (Tenant) Rent (account 3110 from the Operating Statement)<br>• "No Findings" : At or below 2%<br>• "Operational Guidance": More than 2% , but less than 5%<br>• "Corrective Action": 5% or more |
| Certifications and Reporting Submissions | Housing authorities are required to submit 4 quarterly vacancy certifications by end of the month following quarter end; 4 quarterly operating statements and 4 Tenant Accounts Receivable (TAR) reports within 60 days of quarter end.<br>• "No Findings": At least 11 of the required 12 reports were submitted and at least 9 were submitted on time.<br>• "Operational Guidance": Less than 11 of the required 12 reports were submitted and/or less than 9 were submitted on time. |
| Board Member Training | Percentage of board members that have completed the mandatory online board member training.<br>• "No Findings" : 80% or more completed training<br>• "Operational Guidance" : 60-79.9% completed training<br>• "Corrective Action" : <60 % completed training |
| Staff Certifications and Training | Each LHA must have at least one staff member complete a relevant certification or training During the fiscal year. The number of required trainings varies by LHA size.<br>• No Findings: LHAs completed the required number of trainings Corrective Action: LHAs have not completed any trainings |
| Annual Plan (AP) Submitted | Housing authorities are required to submit an annual plan every year.<br>• "No Findings" =Submitted on time<br>• "Operational Guidance" =Up to 45 days late<br>• "Corrective Action" =More than 45 days late |

| CRITERION | DESCRIPTION |
|---|---|
| **CHAMP** | |
| Paper applications | Paper applications are available, received and entered into CHAMP<br>• No Findings: Paper applications are available; And paper applications are date and time stamped correctly; And 90% of new paper applications are entered into CHAMP within 15 calendar days of date/time stamp; And 2% or less of new paper applications are entered more than 30 days after date/time stamp<br>• Operational Guidance: Paper applications are available; And paper applications are date and time stamped and entered correctly; And 75% - 89% of new paper applications are entered into CHAMP within 15 calendar days; And 3% - 5% of new paper applications are entered more than 30 days after date/time stamp<br>• Corrective Action: Paper applications are not available; Or the LHA has failed to date and time stamp paper applications and/or failed to enter them correctly; Or Less than 75% of new paper applications are entered into CHAMP within 15 calendar days of date/time stamp; Or more than 5% of new paper applications are entered more than 30 days after date/time stamp |
| Vacancies occupied using CHAMP | Vacancies are recorded correctly and occupied using CHAMP<br>• No Findings: All vacancies during the fiscal year are recorded in EOHLC's Housing Applications Vacancy System within 30 days; And the housed Applicant ID and Pull List ID match between EOHLC's Housing Applications Vacancy System and CHAMP for unit occupied during the fiscal year, excluding administrative transfers; And 25% or less of occupied units have data entry errors<br>• Operational Guidance: All vacancies during the fiscal year are recorded in EOHLC's Housing Applications Vacancy System, all vacancies are not recorded within 30 days; Or the Housed Applicant ID and Pull List ID match between EOHLC's Housing Applications Vacancy System and CHAMP for units occupied during the fiscal year, excluding administrative transfers; And greater than 25% of occupied units have data entry errors<br>• Corrective Action: All vacancies during the fiscal year are not recorded in EOHLC's Housing Applications Vacancy System; Or the Housed Applicant ID and Pull List ID do not match (or data is missing) between EOHLC's Housing Applications Vacancy System and CHAMP for units occupied during the fiscal year, excluding administrative transfers |

| CRITERION | DESCRIPTION |
|---|---|
| **Financial** | |
| Adjusted Net Income | The Adjusted Net Income criterion calculation starts with an LHA's Net Income and subtracts Depreciation, GASB 45 (Retirement Costs), GASB 68 (Retirement Costs), Extraordinary Maintenance (maintenance expense outside of routine/ordinary expenses), and Equipment Purchases – Non Capitalized. This Adjusted Net Income amount is then divided by the Total Expenses of the LHA. If this Adjusted Net Income amount is positive, it means underspending and if it is negative it means overspending.<br><br>Underspending Rating:<br>• "No Findings" : 0 to 9.9%<br>• "Operational Guidance": 10 to 14.9%<br>• "Corrective Action": 15% or higher<br><br>Overspending Rating:<br>• "No Findings" : 0 to -4.9%<br>• "Operational Guidance": -5% to -9.9%<br>• "Corrective Action": -10% or below |
| Operating Reserves | Current Operating Reserve as a percentage of total maximum reserve level. Appropriate reserve level is buffer against any unforeseen events or expenditures.<br><br>• "No Findings" :35%+ of maximum operating reserve<br>• "Operational Guidance": 20% to 34.9% of maximum operating reserve<br>• "Corrective Action": <20% of maximum operating reserve |
| **Capital Planning** | |
| Capital Spending | Under the Formula Funding Program (FF), authorities receive undesignated funds to spend on projects in their Capital Improvement Plan. They are rated on the percentage of available funds they have spent over a three-year period<br>• "No Findings" = at least 80%<br>• "Operational Guidance" = At least 50%<br>• "Corrective Action" = Less than 50% |
| **Health & Safety** | |
| Health & safety violations | EOHLC has observed conditions at the LHA's developments and reported health and safety violations. The LHA has certified the number of corrected violations in each category. |

| CRITERION | DESCRIPTION |
|---|---|
| **Facility Management – Inspection Standards and Practices** | |
| 100% Unit Inspections | All units inspected at LHA during FY under review<br>• No Findings: 100% of units inspected<br>• Corrective Action: Less than 100% of units inspected |
| LHA Inspections Reports/Work Orders | Unit inspection reports create, track, and report work orders for inspection repairs, and inspection WOs completed within 30 days or add to DM/CIP<br>• No Findings: All inspection work orders/lease violations are created, tracked, and reported; And non-health and safety work orders for inspection repairs/lease violations are completed within 30 days or added to DM/CIP; And health and safety work orders for inspection repairs/lease violations are addressed within 48 hours<br>• Operational Guidance: All health and safety inspection work orders/lease violations are created, tracked, reported and completed within 48 hours; And LHA fail to create, track, or report no more than 1 or 2 (based on LHA size) non-EHS (exigent health and safety) deficiencies; Or LHA failed to complete any non-EHS work orders/lease violations appropriately<br>• Corrective Action: Any EHS work orders/lease violations not created, tracked, reported, or completed; Or 1 of the following: LHA failed to create, track or report a) More than 1 non-EHS deficiency (small LHA); b) More than 2 non-EHS deficiencies (Medium/Large) |
| Accuracy of LHA Inspections | Unit inspection reports accurately reflect necessary repairs<br>• No Findings: c.667 unit has less than 2 EHS deficiencies and c.200/705 unit has less than 3 EHS deficiencies<br>• Operational Guidance: c.667 unit has 2 EHS deficiencies or c.200/705 has 3 EHS deficiencies<br>• Corrective Action: c.667 has equal to or greater than 3 EHS deficiencies or c.200/705 unit has equal to or greater than 4 EHS deficiencies |
| **Facility Management – Preventative Maintenance Standards and Practices** | |
| LHA Preventative Maintenance Schedule Accuracy and Implementation of Preventative Schedules | LHA preventative maintenance schedule accurately reflects all necessary work to maximize the life of LHA components<br>• No Findings: c.667 unit less than 2 EHS deficiencies and c.200/705 less than 3 EHS deficiencies<br>• Operational Guidance: c.667 2 EHS deficiencies or c.200/705 3 EHS deficiencies<br>• Corrective Action: c.667 equal to or greater than 3 EHS deficiencies or c.200/705 equal to or greater than 4 EHS deficiencies |

| CRITERION | DESCRIPTION |
|---|---|
| **Facility Management – Vacancy Turnover Standards and Practices** | |
| Vacancy Turnover Work Orders | Work orders created for every vacancy and completed within 30 days (or waiver requested)<br>• No Findings: Vacancy work orders are created, tracked and reported for every unit and reflect all work in unit; And Vacancy work orders are Maintenance Ready in <=30 days for c.667 units or <=45 days for c.200/705 units or have approved waiver<br>• Operational Guidance: Vacancy work orders are created, tracked and reported for every unit; And work orders do not reflect all work completed in unit; Or vacancy work orders are Maintenance Ready in 31-45 days for c.667 and 46-60 days for c.200/705 and no approved waiver<br>• Corrective Action: Vacancy work orders are not created, tracked and reported for every unit; Or vacancy work orders are Maintenance Ready in >45 days for c.667 and >60 days for c.200/705 and have no approved waiver |
| Accuracy and Standard of Vacancy Turnovers | Vacancy turnover work orders accurately reflect necessary repairs<br>• No Findings: c.667 unit less than 2 EHS deficiencies and c.200/705 less than 3 EHS deficiencies<br>• Operational Guidance: c.667 2 EHS deficiencies or c.200/705 3 EHS deficiencies<br>• Corrective Action: c.667 equal to or greater than 3 EHS deficiencies or c.200/705 equal to or greater than 4 EHS deficiencies |
| **Work Order Types and Systems** | |
| Emergency Work Orders | All emergency work orders are created, tracked, reported and completed within 48 hours<br>• No Findings: All emergency work orders under review are created, tracked, reported and completed within 48 hours<br>• Operational Guidance: All emergency work orders completed within 48 hours; Less than 100% but greater than or equal to 80% of work orders under review are correctly created, tracked and reported administratively<br>• Corrective Action: Not all emergency work orders are completed within 48 hours; Or less than 80% of work orders under review are correctly created, tracked and reported administratively |
| **CRITERION** | **DESCRIPTION** |
| Requested Work Orders | All requested work orders are created, tracked, reported and completed within 14 days or added to DM/CIP<br>• No Findings: All requested work orders under review are created, tracked, and reported; All work is complete within 14 days or added to DM/CIP<br>• Operational Guidance: All requested work orders completed within 14 days or added to DM/CIP; And less than 100% of work orders under review are correctly created, tracked and reported<br>• Corrective Action: Not all requested work orders are completed within 14 days or added to DM/CIP |

## Policies

The following policies are currently in force at the CHELMSFORD HOUSING AUTHORITY:

| Policy | Last Ratified by Board Vote | Notes |
|---|---|---|
| *Capitalization Policy | 2/8/2021 | In process of review and revision. |
| *Fair Housing Marketing Plan | 2/9/2026 | |
| *Grievance Policy | 6/14/2021 | In process of review and revision. |
| *Language Access Plan | 2/9/2026 | |
| *Personnel Policy | 6/21/2022 | In process of review and revision. |
| *Procurement Policy | 2/8/2021 | In process of review and revision. |
| *Reasonable Accommodations Policy | 2/9/2026 | |
| *Rent Collection Policy | 2/8/2021 | In process of review and revision. |
| Other – Define in the 'Notes' column | 8/19/2021 | Cash Management Plan; In process of review and revision. |
| Other – Define in the 'Notes' column | 1/1/2024 | Tenant Orientation Handbook (updated bi-anually) |

* Starred policies are required by EOHLC. Policies without a "Latest Revision" date are not yet in force. The list of policies has been provided by the LHA and has not been verified by EOHLC.

## Waivers

CHELMSFORD HOUSING AUTHORITY has received the following waivers from EOHLC's regulations. This list does not include vacancy waivers, pet waivers, or any waivers that would release personally identifiable tenant or applicant data.

| Description | Reason | Date Approved by EOHLC | Date Expired |
|---|---|---|---|

*The list of waivers has been provided by the LHA and has not been verified by EOHLC.

# Glossary

**ADA**: Americans with Disabilities Act. Often used as shorthand for accessibility related issues or improvements.

**AHVP: Alternative Housing Voucher Program**

**Alternative Housing Voucher Program** provides rental vouchers to disabled applicants who are not elderly and who have been determined eligible for Chapter 667 (elderly and disabled) housing.

**Allowable Non-Utility Expense Level (ANUEL)** is the amount of non-utility expense allowed for each local housing authority based upon the type(s) of housing programs administered.

**ANUEL**: Allowable Non-Utility Expense Level

**AP: Annual Plan**

**Annual Plan**: A document prepared by each Local Housing Authority, incorporating the Capital Improvement Plan (CIP), Maintenance and Repair Plan, Budget, responses to the Performance Management Review, and other elements.

**Cap Share** is the amount of Formula Funding spending approved by EOHLC for each year.

**Capital Funds**: Funds provided by EOHLC to an LHA for the modernization and preservation of state-aided public housing, including Formula Funds and Special Capital Funds.

**Capital Needs Assessment**, similar to the CIP, often used for developments in the Section 8 New Construction/Substantial Rehabilitation program. Such developments are generally not eligible for state capital funds and therefore do not participate in the CIP process. However, to track their ongoing capital needs and plan for construction projects to address those needs, they often conduct a CNA to determine when building systems will wear out and need to be replaced, and what replacement will cost, so they can plan the ensure that the necessary funding will be available

**Capital Projects** are projects that add significant value to an asset or replace building systems or components. Project cost must be greater than $1000.

**CIMS** a web-based software system used for creating CIP's and Annual Plans. For the CIP, the CIMS program allows the LHA to prioritize, select and schedule projects, assign funding sources and direct project spending to specific fiscal years to create a CIP that is consistent with the LHA's FF award amount and FF cap shares, plus any additional funding resources the LHA has identified. The LHA submits its CIP and EOHLC conducts its review of the LHA's CIP in CIMS. For the Annual Plan CIMS imports data from other EOHLC systems and combines that with data entered by the LHA.

**CIP**: A Capital Improvement Plan (CIP) is a five (5) year plan which identifies capital projects, provides a planning scope, schedule and budget for each capital project and identifies options for financing and implementing the plan. The contents of a CIP are limited to available resources. An approved CIP is required in order to receive Formula Funds.

**CNA:** Capital Needs Assessment

**CPS** EOHLC's transparent Web-based capital planning system that catalogues the condition of every building and site in the statewide public housing portfolio, providing LHAs with detailed technical information to make strategic long-term capital investments. It includes a Facility Condition Index (FCI) for every development that compares the value of expired components of a development relative to its replacement cost.

**Deferred Maintenance** is maintenance, upgrades, or repairs that are deferred to a future budget cycle or postponed for some other reason. Sometimes it is referred to as extraordinary maintenance.

**Deficit housing authority:** a housing authority whose income (mainly from rent) does not cover all its normal operating costs in its approved operating budget, and which therefore operates at a deficit and requires operating subsidy from EOHLC.

**EOHLC**: Massachusetts Executive Office of Housing and Livable Communities

**Extraordinary Maintenance**: see the description for budget line 4610 in the Explanation of Budget Accounts in the Budget Section of this Annual Plan.

**FF: Formula Funding**

**Formula Funding** is state bond funding allocated to each LHA according to the condition (needs) of its portfolio in comparison to the entire state-aided public housing portfolio.

**FYE: Fiscal Year End**

**HHA Administrative Fee** is the fee paid to an HHA from the RCAT Program budget.

**HHA**: Host Housing Authority for the RCAT program.

**Host Housing Authority (HHA)**. An LHA selected by the Department to employ and oversee an RCAT.

**HUD: U.S. Department of Housing and Urban Development**

**LHA: Local Housing Authority**

**LTO**: Local Tenants Organization

**Management and Occupancy Report**: This is an annual HUD review process that is used to evaluate the performance of developments in various HUD housing programs, including the Section 8 New Construction/Substantial Rehabilitation program, which some LHAs operate. It is similar to the state PMR process in that it evaluates LHA performance on variety of financial, housing quality, and other standards

**Massachusetts Rental Voucher Program (MRVP)** is a state-funded program that provides rental subsidies to low-income families and individuals.

**MOR:** Management and Occupancy Report

**MRVP**: Massachusetts Rental V EOHLC's annual review of each housing authority's performance. It pulls together data on the authority's occupancy rates, tenant accounts receivables, accounts payable, budget variance, operating reserve, capital improvement plan submission, capital spending, annual inspections and work order and maintenance systems to identify and address areas of strength and areas for development. Its goal is to allow EOHLC and the LHA to take a deep dive into the data, lift up best practices, and work together towards improving operations voucher Program.

**PMR**: Performance Management Review

**RCAT**: Regional Capital Assistance Team

**Regional Capital Assistance Team**: One of three organizations employed at HHAs designated by the Department to carry out the RCAT Program.

**Sec.8 NC/SR (or S8NCSR)**: Section 8 New Construction and Substantial Rehabilitation

**Section 8 New Construction and Substantial Rehabilitation (Sec.8 NC/SR)**: This term refers to a federal HUD housing program operated at a small number of state public housing developments whose construction was funded by state grants, but whose ongoing operating costs are supported by project-based subsidies from HUD's federal Section 8 program, rather than from state public housing operating funds.

**Special Awards**: In addition to allocations to each LHA, EOHLC has created limited set aside funds to provide for extreme emergency or code compliance needs which are beyond the capacity of an LHA's current FF balance.

**Surplus housing authority:** a housing authority whose income (mainly from rent) covers all its normal operating costs in its approved operating budget, and which therefore operates at a surplus and does not require operating subsidy from EOHLC.

## Attachments

The following items have been uploaded as attachments to this Annual Plan.

- Performance Management Review
- Cash Management Policy
- Grievance Procedure
- Procurement Policy
- Capitlization Policy
- CHA Personnel Policy
- Rent Collection Policy
- Cover sheet for tenant satisfaction surveys
- FY 27 Annual Plan Public Hearing Comments

Explanation of attachments:
The Tenant Satisfaction Survey reflected overall satisfaction with the CHA. To enhance communication, CHA has implemented quarterly building meetings to update residents on projects and provide a platform for discussing their concerns. All raised concerns are promptly addressed to ensure resident satisfaction.

CHELMSFORD HOUSING AUTHORITY

This is an important notice. Please have it translated.
Este es un aviso importante. Por favor, tradúzcalo.
这是一个重要的通知。请翻译一下。
Đây là một thông báo quan trọng. Xin vui lòng có nó dịch.
នេះជាការជូនដំណឹងដ៏សំខាន់។ សូមប្រែសម្រួល។
nih chea kar choundamnoeng da saamkhan. saum bre samruol.
Este é um aviso importante. Por favor, traduza.

# FY 27 Annual Plan Public Comments and LHA Responses

On 7/6/26, the Chelmsford Housing Authority held a public comment meeting regarding the proposed FY27 Annual Plan.

No public comments were received during the public comment period or at the public meeting.

As a result, no responses from the Chelmsford Housing Authority were required.

Sincerely,

Kirk Fulton

Executive Director

Chelmsford Housing Authority



## Resident Surveys – Background

Since 2016 DHCD has been working with the Center for Survey Research (CSR) at the University of Massachusetts Boston to survey residents in the state public housing units it oversees. The surveys are confidential, mailed directly to residents, and returned to CSR by mail (or, starting in 2019, completed on-line). CSR surveys residents of elderly/disabled units (also known as Chapter 667) and family units (also known as Chapter 200 and Chapter 705).

During each round all units are mailed surveys, with one exception: in the case of the twelve housing authorities with more than 225 c.200 family units, a randomly selected group of 225 units was surveyed at each housing authority. This group was determined to be large enough to generate statistically useful results. In both rounds, responses from c.200 and c.705 residents are always combined.

## Round One Surveys (2016 – 2018)

In Round One of the surveys, CSR surveyed residents of elderly/disabled units (c.667) in three groups in the Fall of 2016, 2017 and 2018. CSR surveyed residents of family units (c.705 and c.200) in the Spring of 2016. (Note: there are many more c.667 units, so they were broken down into three groups).

## Round Two Surveys (2019 – 2022)

Round Two of the surveys began in 2019. CSR surveyed about one-third of the elderly/disabled units in Fall 2019, Fall 2021, and Fall 2022. CSR surveyed all family units in Fall 2020.

## Round Three Surveys (2023 – 2027)

Round Three of the surveys began in 2023. CSR surveyed about one-third of the elderly/disabled units and one-third of family units in Fall 2023.

CHELMSFORD HOUSING AUTHORITY

This is an important notice. Please have it translated.
Este es un aviso importante. Por favor, tradúzcalo.
这是一个重要的通知。请翻译一下。
Đây là một thông báo quan trọng. Xin vui lòng có nó dịch.
នេះជាការជូនដំណឹងដ៏សំខាន់។ សូមប្រែសម្រួល។
nih chea kar choundamnoeng da saamkhan. saum bre samruol.
Este é um aviso importante. Por favor, traduza.

# RENT COLLECTION POLICY

The purpose of the Chelmsford Housing Authority's rent collection policy is to establish consistent procedures and guidelines to be applied to each and every tenant with respect to the collection of rent, as well as to comply with the Department of Housing and Community Development's regulations. The Chelmsford Housing Authority will vigorously pursue timely rent collection.

Specifically:

1. Rent is payable in advance on or before the first day of each month by personal check, money order, or certified bank check. Cash will be accepted, but this payment method is discouraged. Cash payments must be made during Authority office hours, in hand to an office staff member, and will be immediately receipted. Such receipt will be signed by both tenant and office staff member, with copies to tenant and the Authority. Rent may be paid at any time before the rent due date.

2. If a tenant's income check arrives on a day other than the 3rd of each month, the tenant may request a waiver to the rent collection policy and pay their rent on the day their check is received.

3. Rent received after 4:30 pm on any day is considered received on the next regular business day. Rent received on a weekend or holiday is considered received on the next regular business day.

4. A tenant may make monthly rental payments in two (2) installments each month if he/she shows, in advance and in writing, good cause for the request and the housing authority approves said request.

5. The tenant may request a delay in rent payment not to exceed 30 days. Such requests must be made in writing and be approved by the Chelmsford Housing Authority prior to the date that rent is due and will only be granted in extraordinary circumstances.

6. If all or any part of the monthly rent payment is received after 5pm on the seventh of the month, then the unpaid rent shall be declared delinquent.

7. If the tenant fails to pay all or any part of the rent within thirty days of its due date, the Chelmsford Housing Authority shall impose a late fee[1] of $25.00 for failure to pay rent when due. If tenant shall have shown good cause for late payment to the CHA and if the CHA and the tenant have entered a repayment agreement, the CHA in its discretion may waive the $25.00 fee. By charging a penalty for late payment of rent, the CHA shall not have condoned tenant's breach of tenant's obligation to pay rent and, the CHA shall retain the right to issue a notice of termination of the lease, to bring eviction proceedings against tenant and to collect arrearages, constable fees, and costs on account of the tenant's failure to pay rent when due.

[1] Late Fees will be assessed in accordance with the program specific lease requirements.

CHELMSFORD HOUSING AUTHORITY

8. The tenant shall be assessed actual charges incurred by the Chelmsford Housing Authority to process checks, which are returned for insufficient funds. If two (2) checks are returned for insufficient funds in any twelve-month period, personal checks will no longer be accepted for rental payments.

9. Misrepresentation, nondisclosure, or late disclosure of income, failure to report changes in household size, or other fraudulent acts which violate rent collection provisions in the lease, will result in immediate initiation of eviction proceedings. Applicable interest accrues during periods of nonpayment. The Chelmsford Housing Authority will aggressively pursue collection of overdue rental monies.

10. If a tenant fails to pay all or any part of the rent by the seventh ($7^{th}$) of the month, the Chelmsford Housing Authority will declare the rent delinquent and issue a Notice of Lease Termination/Notice to Quit. Prior to issuing such a Notice, except where the tenant is habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six months, the Chelmsford Housing Authority will provide the tenant with an opportunity to discuss the reason for the nonpayment.

11. Upon expiration of the Notice to Quit, the Chelmsford Housing Authority will serve a Summary Process Summons and Complaint on tenant and file the action in a court of appropriate jurisdiction. Tenant will pay all expenses incurred by the Chelmsford Housing Authority as a result of the tenant's failure to pay rent including court filing fees, sheriff/constable costs, and moving/storage costs in eviction actions commenced on account of such nonpayment of rent.

12. When management or a tenant properly terminates the lease, and tenant leaves between rent payment dates, the rental amount will be adjusted proportionally.

13. The tenant's lease and/or state regulations may contain additional provisions regarding rent payment and collection.

# EMPLOYEE HANDBOOK

**Chelmsford Housing Authority**
**10 Wilson Street**
**Chelmsford, Massachusetts 01824**

Adopted March 14, 2000
Amended November 1, 2000
Amended October 1, 2005
Amended April 14, 2008
Amended May 15, 2015
Amended October 3, 2016
Amended May 6, 2019
Amended _____, 2022

Received by _____ Date: _____

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# 1. Introduction

## 1.1 Mission Statement

The Chelmsford Housing Authority (CHA) is a public agency established under Massachusetts General Laws Chapter 121B. Its primary mission is to provide decent, safe and sanitary housing opportunities, thereby improving the quality of life for those of low income -- including families, people with disabilities, and elders. This primary mission requires the coordinated efforts of CHA staff under the direction of the Executive Director to use the Authority's finite resources in a manner that promotes economy of operation and efficiency in the discharge of its public function. In support of its primary mission, stable and consistent performance of all job duties is expected for the benefit of Authority clients, all employees and vendors.

The primary mission of the Authority requires a number of functions to be performed. These functions include but are not solely limited to:

- Receipt and review of Applications for Housing in accordance with pertinent program regulations;
- Waiting list management and assignment of applicants to units through an established rent-up process;
- The maintenance of all elements of the physical facilities of the Authority to extend their useful lives to the fullest in a manner consistent with State Sanitary Code;
- Lease enforcement activities that assure the timely collection of rent and the removal from the programs of households whose behavior is contrary to local law or who represent an unwillingness to respect the rights of community members;
- The conducting of annual reviews of household income and physical conditions of the unit under lease to assure that all program regulations regarding continued occupancy and verification of income for the establishment of an appropriate rent are completed in accordance with regulation;
- The purchase of services, materials and supplies in a manner consistent with federal and local laws and regulations, and that provide the best value to the Authority without conflict of interest;
- The annual review of physical facilities to determine if requests for modernization funding from an appropriate regulatory agency source of funding is required and to prepare any application required;
- The implementation and maintenance of accounting and record-keeping systems that facilitate financial audit and required budget monitoring activities;
- The pursuit of new resources to expand housing opportunities and address the social service needs of applicants and residents through the Authority's non-profit instrumentality, Choice

Housing for Intergenerational and Community Endeavors, Inc. Programs to promote economic independence for clients also will be pursued to the extent that the Authority is eligible to apply for such programs and the needs of residents match the program objectives; and

- The conduct of a leased housing program that promotes the availability of housing opportunities in the general community for households of low income and that works with landlords to assure that all program requirements are being met by all parties.

These functions are delegated to staff by the Executive Director and with concurrence of the Board of Commissioners. The Executive Director is the Chief Executive Officer (CEO) of the agency and has the final determination on all assignment of duties and performance standards placed on Authority staff. Assignment of duties and performance standards are reflected in the job descriptions provided to staff but are subject to revisions. Staff is subject to re-assignment on a temporary or permanent basis and remain, notwithstanding any other sections of this Personnel Policy, employees-at-will.

## 1.2 Welcome

The *CHA Employee Handbook* was designed to provide you with a general overview of the basic policies of the Authority. You will also find this document a convenient guide to the various benefits and programs offered by the Authority to meet your needs both on and off the job.

This document will aid you in getting answers to some of the questions about your employment. The contents are presented as a matter of information only. This document merely outlines some of the current Authority policies and benefits. It is intended as a guideline. It is not all inclusive, nor is it intended to be. Use it as a guideline concerning some of the usual questions asked. If you desire more information about your job or have questions regarding the specifics of any personnel policy, please contact the Senior Director of Administration, Deputy Director or the Executive Director.

While the Authority believes in the information in this document, it is not a contract regarding terms or conditions of employment; it is not intended to create a contract, and it should not be interpreted as a contract. There is no promise of any kind by the Authority contained in this document, and regardless of what the document says or provides, the Authority promises nothing. No supervisor or management employee has authority to enter into any understanding to the contrary, nor has authority to make any contract regarding employment or particular conditions of employment. The employment relationship between you and the Authority is known as “at will,” the most usual form of employment. This means that either you or the Authority can end the relationship at any time for any reason, with or without notice. Your employment is always subject to satisfactory job performance, as well as the business conditions of the Authority. No one has authority to make representations or commitments to you concerning the length of your employment except the Executive Director or Board, as applicable; and even then, only if it is done in writing and signed by the Executive Director or Board, as applicable.

When policy changes become necessary, such changes will be carefully considered and, whenever

possible, employees will be notified of these changes before they become effective. Policies, benefits, procedures and rules in this document or of the Authority can be altered, amended or eliminated at any time as the CHA deems appropriate, and should not be construed as a guarantee of employment or of any benefit or of a condition of employment, for any period of time.

This document supersedes and replaces all of the provisions of any previous CHA Policy and Procedures document.

### 1.3 No Exception to Personnel Policies

No employee or manager of the Authority other than the Executive Director has any authority to enter into any agreement on any employment-related matter that is different from or in addition to the provisions of this document or enter into an agreement for employment for any special period of time, or regarding the basis for separation, or to make any agreement contrary to, not in conformance with, or which may constitute an exception or addition to personnel policies and the benefits programs of the Authority. This includes any agreements or promises regarding training opportunities, advancement, compensation, length of employment, termination of employment, or benefits.

Any exceptions made by the Executive Director or Board, as applicable, must be in writing, made in advance of the employee taking any action in reliance upon the Executive Director's or Board's, as applicable, representation or promise, and the documentation reflecting the exception must be sent to the employee's personnel file with a copy to the employee. Any promise or representation by the Executive Director or Board, as applicable, that is not documented in the personnel file is null and void and will be unenforceable.

### 1.4 Compliance with CHA Policies

All employees are expected to comply with these Personnel Policies, and any other policies, workplace rules or regulations established by the CHA. Employees who violate these policies, rules or regulations may be subject to disciplinary action up to and including immediate discharge.

## 2. General Provisions

### 2.1 Equal Opportunity

The Chelmsford Housing Authority is committed to Equal Employment Opportunity (EEO). The Authority will improve the employment status of minorities and women through an aggressive Affirmative Action Program. This action is undertaken in recognition of our obligations under a range of laws and requirements including but not solely limited to: Executive Order 11246, Massachusetts Civil Rights Act (M.G.L. Chapter 151B), DHCD Affirmative Action Regulation (760 CMR 33.00), Titles I and II of the Americans with Disabilities Act of 1990, the Civil Rights Act of 1866, as amended, and Title VII of the Civil Rights Act of 1964, and the Civil Rights Act of 1991.

It is the policy of the Chelmsford Housing Authority to:

- Recruit, hire, train and promote persons in all job classifications without regard to race, color, religion, disability, age, gender, sexual orientation, gender identity, pregnancy or pregnancy-related conditions, political beliefs, military service, ancestry or national origin, or any other category protected by the state and federal anti-discrimination laws.
- Base decisions on employment so as to further the principle of equal employment opportunity.
- Ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.
- Ensure that all personnel actions such as compensation, benefits, layoffs, return from layoffs, company-sponsored training, educational assistance, social and recreational programs will be administered without regard to race, color, religion, disability, age, gender, sexual orientation, gender identity, political beliefs, military service, ancestry or national origin, or any other category protected by the state and federal anti-discrimination laws.

Employees or applicants for employment shall not be discriminated against based upon their membership in a protected class. The Authority shall make reasonable accommodations to qualified employees or applicants for employment with disabilities. The Authority shall take steps to recruit, hire and promote minorities, women, individuals with disabilities, and veterans while assuring adherence to non-discriminatory practices.

The Authority has designated an Affirmative Action/Equal Employment Opportunity (AA/EEO) Officer to encourage achievement of AA/EEO goals. The AA/EEO Officer is the Deputy Director. Annually, the Authority will review affirmative action results and reaffirm its commitment to affirmative action principles.

For additional information, see the Authority's Freedom from Unlawful Harassment, Discrimination and Sexual Harassment Policy, below, and the Authority's Affirmative Action Plan, available at the Authority's main office at 10 Wilson St., Chelmsford., MA 01824 and at its website: www.chelmsfordha.com.

## 2.2 Political Involvement

As the employees and Officers of the Authority are staff members of a municipal agency, they are subject to restrictions on political activity as it relates to the workplace and conduct of Authority business.

For those employees whose positions are funded in full or in part through the state-assisted housing programs, these requirements are based in the requirements of M.G.L. c.55, together with applicable provisions of the Conflict of Interest Law, M.G.L. c. 268A. For those employees whose positions are funded in full or in part through federal housing programs, these requirements are based in the requirements of the Hatch Act (5 U.S.C. Sections 1501 -1508). The following is intended to be a summary and is not exhaustive of your responsibilities as a public employee. For further information,

you may contact one of the agencies listed at the end of this section.

***Non-Permissible Activities***

An employee of the Authority or an Officer may not use their authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office. This includes attempts to directly or indirectly coerce, attempt to coerce, command, or advise a State or local officer or employer to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes. This prohibition is aimed at activities such as: threatening loss of promotion to any employee who does not vote for certain candidates; requiring employees to contribute a percentage of their pay to a political fund; influencing subordinate employees to buy tickets to political fund-raising dinners and similar events; and matters of a similar nature. These prohibitions principally affect supervisors but are applicable to any covered employee. For instance, employees still may not coerce, command, or advise other employees to make political contributions or to contribute their time or anything of value for political purposes.

An employee may not be a candidate in a partisan election for any public office or for any political party office, which is obtained through a partisan election. Primary and run-off elections to nominate candidates of partisan political parties are partisan elections for purposes of these requirements. Officers and employees are permitted to be candidates in non-partisan elections. These are elections in which none of the candidates are to be nominated or elected as representing a political party whose candidates for presidential election received votes at the past preceding presidential election.

No Authority resource may be used in any manner that supports the candidacy of elected officials. No Authority vehicle may display any form of political signage including bumper stickers. Employees may not wear buttons or other symbols of political support of a candidate during working hours. Employee vehicles may not display more extensive signage than a bumper sticker when on Authority property.

Employees of the Authority are at no time to directly solicit contributions from Residents nor are they to distribute any form of campaign literature to residents while on Authority property.

***Permissible Activities***

State or local officers or employees subject to the above limitations may express their individual opinions on political subjects and candidates as long as the expression of such opinions does not intrude on the completion of required tasks in a timely and complete fashion.

Membership and office holding in a political party, organization, or club is permitted. Affected employees may attend meetings, vote on candidates and issues, and take an active part in the management of the club, organization, or party. However, they may not run as candidates for any political party office in any public partisan election, such as a primary election.

Attendance at a political convention and participation in the deliberations or proceedings of the convention or any of its committees are permitted activities. Employees may be candidates for, or

serve as delegates, alternates, or proxies at such a convention, so long as such candidacy does not involve a public partisan election (such as a primary election). Volunteer work for a partisan candidate, campaign committee, political party, or nominating convention of a political party is permitted.

An employee may campaign for a candidate in a partisan election by making speeches, writing on behalf of the candidate, or soliciting voters to support or oppose a candidate. None of these activities can occur during paid working hours of the agency nor can an employee distribute campaign materials on Authority property at any time.

An employee may attend a political meeting or rally including committee meetings of political organizations and may serve on a committee that organizes or directs activities at a partisan campaign meeting or rally.

Employees may make a financial contribution to a political party or organization. They may solicit and collect voluntary political contributions but not during paid working hours of the Authority in or on Authority property at any time. They may not, of course, coerce, command or advise another covered employee to make such contributions. Direct solicitation of contributions from residents by a CHA employee is not permitted.

The federal and state law that prohibits political activity does not prohibit holding a public office. Hence, if an employee holds an elective office when appointed to a covered position, the employee may continue to serve but may not be a candidate for reelection in a partisan election. Likewise, an employee may accept appointment to fill a vacancy in an elective office while concurrently serving in a covered position. Such an employee should, of course, ascertain from his or her employing agency if acceptance of such an appointment may constitute a conflict of interest.

An employee may serve at the polls as an election official or clerk, as a checker, watcher, or challenger for a political party candidate in a partisan election.

If you have questions about a specific activity as it relates to M.G.L. Chapter 55, you are encouraged to request clarification from the Massachusetts Office of Campaign and Political Finance, 1 Ashburton Place, Room 411, Boston, MA 02108, Tel: 1-617- 727-8352 or 1-800-462-OCPF

For more information about the application of the Hatch Act, please refer to the U.S. Office of Special Counsel (https://osc.gov/services/pages/hatchact.aspx). For more information about the application of the Massachusetts Conflict of Interest Law to political activity, please refer to the State Ethics Commission (http://www.mass.gov/ethics/education-and-training-resources/educational-materials/advisories/advisory-11-1.html).

## 2.3 Nepotism

The employment of relatives of Commissioners, or administrative or supervisory employees as defined

below of the Authority, is prohibited. What "relative" means with respect to a Commissioner or other official is an individual who is related as father, mother, son, daughter, brother, sister, grandparents, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, or grandchild.

An “administrative or supervisory employee” is defined as including the executive director, assistant executive director, general counsel, maintenance supervisor, department head, tenant selector, project manager, and any other Authority employee who has supervisory authority over others or who has administrative responsibility for projects, programs or departments, such as tenant selection.

## 2.4 Authority to Effect Personnel Action

The Agent and Representative of the Board of Commissioners to effectuate personnel actions is the Executive Director. Thus, the final authority to hire and promote personnel is vested in the Executive Director, as well as the authority to suspend, separate, or demote any employee, without Board approval.

## 2.5 Conflict of Interest

Employees of the Chelmsford Housing Authority are required to abide by M.G.L. c. 268A as public employees, as well as additional conflict of interest provisions under 760 CMR 4.04. M.G.L. c. 268A specifies standards of conduct for all Massachusetts public officials and employees. Board members, employees, and professional consultants employed by the Authority are considered to be public officials or employees subject to these standards.

M.G.L. c. 268A prohibits improper conduct by public officials and employees. The statute also prohibits conduct that appears to be improper. An Authority board member or employee cannot have a financial interest in contracts with the Authority. An Authority board member or employee cannot accept gifts to influence a decision, and they cannot accept compensation, other than that paid by the Authority, in connection with any matter in which the Authority has an interest. The statute contains other standards of conduct that apply to board members and employees.

Both M.G.L. c. 268A and 760 CMR 4.04 contain other standards of conduct that apply to Authority employees. When questions arise as to whether certain conduct may be improper under the statute, the affected person should consult the State Ethics Commission’s Legal Division regarding compliance with Chapter 268A.

All employees and Board members are required to comply with the training requirements under Chapter 268A. More information about these requirements can be found here: https://www.mass.gov/how-to/complete-the-online-training-program-for-municipal-employees.

## 2.6 Reasonable Accommodation

Employment at the Chelmsford Housing Authority is based on proper qualifications and experience that match the essential requirements of the specific job description for the posted position. All applicant evaluation standards are directly related to the position's requirements. If a position requires a medical examination as a contingency of a job offer, it has been established that such an examination is essential to the role of the position within the organization. The Authority will not discriminate against persons with disabilities in any employment practices or in terms, conditions or privileges of employment, including, but not limited to: application, testing, hiring, assignment, evaluation, disciplinary action, training, promotion, medical examination, layoff/recall, termination, compensation, leaves or benefits. The Authority will make reasonable accommodation to the known physical or mental limitations of a qualified applicant or employee with a disability, unless such action would cause an undue hardship to, or fundamentally alter, the operations of the Authority.

In addition, the Authority complies with the provisions of M.G.L. c. 151B, §4(1E), requiring certain reasonable accommodations for an employee's pregnancy or pregnancy-related condition, including but not limited to lactation or the need to express breast milk for a nursing child, unless such accommodation will cause an undue hardship on the operations of the Authority.

Persons seeking reasonable accommodations may submit their request in writing to: Executive Director c/o Chelmsford Housing Authority, 10 Wilson St., Chelmsford, MA 01824.

## 2.7 Family and Medical Leave

Given the size of the Authority's staff, employees are generally not eligible for leave under the federal Family and Medical Leave Act (FMLA). Nonetheless, the Authority has adopted a policy of providing its employees certain family and medical leave, similar to the federal FMLA, as follows.

The CHA provides family/medical leaves of absence, without pay, to eligible employees for one or more of the following reasons: 1) your serious health condition or disability; 2) to care for your spouse, child or parent with a serious health condition or disability; or 3) childbirth, adoption or placement of a foster child. For purposes of this policy, serious health condition means: an illness, injury or impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider; and/or temporary disabilities associated with pregnancy, childbirth, and related medical conditions.

You may be eligible for leave under this family and medical leave, an employee must have worked for at least 12 months and performed at least 1,250 hours during the 12 months before the beginning of the leave.

''Hours worked" means actual hours of work and does not include paid time off, or other absences.

Eligible employees should make requests for family/medical leave to the Deputy Director at least 30

days in advance of foreseeable events and as soon as possible for unforeseeable events.

For leaves taken for you or a covered family member's serious health condition, the CHA requires certain paperwork to be submitted, including a "Certificate of Health Care Provider" statement, verifying the need for family/medical leave and its beginning and expected ending dates. Certification must be submitted before the leave starts for foreseeable leaves; for unforeseeable leaves, certification must be submitted within 15 days after requesting the leave or as soon as reasonably possible. Failure to provide the required "Certification of Health Care Provider" form may delay continuation of leave. If the certification is never provided, the leave is not family/medical . Any changes in this information should be promptly reported to the CHA. Employees returning from family/medical leave must submit a health care provider's verification of their fitness to return to work. For convenience, the CHA may use federal forms applicable to the federal Family and Medical Leave Act (FMLA); however use of those forms does not mean that the employee is eligible for leave under the FMLA.

Eligibility for family/medical leave shall be determined on a rolling 12-month basis. For example: if an employee takes 3 weeks leave beginning January 1, they will be eligible for 9 weeks through the remainder of the calendar year, and will not be eligible again for 12 weeks until the following January 1. If, however, this same employee takes an additional 3 weeks starting July 1 of that year, the remaining eligibility will be as follows: 6 weeks until January 1 (of the following year), at which point eligibility will increase to 9 weeks, and on July 1 (of the following year), the eligibility will increase to the maximum 12 weeks.

Eligible employees are normally granted leave for the period of the disability, up to a maximum of 12 weeks within any rolling 12-month period. Employees will be required to first use any accrued paid leave time concurrently with the family/medical leave, until exhausted. Married employee couples may be restricted to a combined total of 12 weeks leave within any rolling 12-month period for childbirth, adoption or placement of a foster child; or to care for a parent or child with a serious health condition.

## 2.8 Freedom from Unlawful Harassment, Discrimination and Sexual Harassment

It is the goal of the CHA to promote a workplace that is free of sexual harassment and any other form of prohibited harassment or discrimination. Employees are expected to act in a positive manner and contribute to a productive work environment that is free from harassing or disruptive activity. Discrimination, including harassment, whether based upon on race, color, sex, religion, national origin, ancestry, disability, age, sexual orientation, gender identity, pregnancy or pregnancy-related conditions, or veteran status, or any other category protected by the state and federal anti-discrimination laws, will not be tolerated. Further, any retaliation against an individual who has complained about sexual harassment, prohibited harassment, discrimination, or retaliation against individuals for cooperating with an investigation of a sexual harassment or other harassment or discrimination complaint is similarly unlawful and will not be tolerated. To achieve our goal of

providing a workplace free from sexual harassment, discrimination and other forms of harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

This Policy applies to all employment practices and employment programs sponsored by the Authority. This Policy shall apply, but not be limited to, the areas of:

- Recruitment
- Selection
- Compensation and benefits
- Professional development and training
- Reasonable accommodation for disabilities or religious practices
- Promotion
- Transfer
- Termination
- Layoff, and
- Other terms and conditions of employment.

This Policy may apply to discrimination (including harassment) that occurs between co-workers that takes place outside the workplace (including, but not limited to, online conduct or conduct utilizing the internet or other electronic media). When the conduct complained of occurs outside of the workplace, the Authority may consider the following and other factors in assessing whether the conduct constitutes conduct in violation of this Policy:

- whether the event at which the conduct occurred is linked to the workplace in any way, such as at a Authority-sponsored function;
- whether the conduct occurred during work hours;
- the severity of the alleged outside-of-work conduct;
- the work relationship of the complainant and alleged harasser, which includes whether the alleged harasser is a supervisor and whether the alleged harasser and complainant come into contact with one another on the job;
- whether the conduct adversely affected the terms and conditions of the complainant's employment or impacted the complainant's work environment.

Because the Authority takes allegations of unlawful discrimination and harassment seriously, officials will respond promptly to complaints and, where it is determined that such inappropriate conduct has occurred, will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this Policy sets forth the Authority's goals of promoting a workplace that is free of discrimination and harassment, the Policy is not designed or intended to limit the Authority's authority to discipline or take remedial action for workplace conduct which is deemed unacceptable, regardless of

whether that conduct satisfies the legal definitions of discrimination or harassment.

### 2.8.1 Definition of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is this:

"Sexual harassment" means sexual advances, requests for sexual favors and verbal or physical conduct of a sexual nature when:

(a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or

(b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances – whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons, e-mail, screen savers or computer graphics
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about unlawful harassment, and retaliation against individuals for cooperating with an investigation of an unlawful harassment complaint is unlawful and will not be tolerated by the CHA.

### 2.8.2 Complaints of Sexual Harassment, Discrimination or Harassment Based on Membership in another Protected Class

If any of our employees believes that they have been subjected to unlawful harassment or discrimination, including sexual harassment, the employee is encouraged to file a complaint with the CHA. This may be done in writing or discussed orally.

If you would like to file a complaint, you may do so by contacting either: the Executive Director at 10 Wilson Street, Chelmsford, MA; telephone: 1-978-256-7425 or the Deputy Director, at the same address and phone number. Both the Executive Director and Deputy Director are available to discuss any concerns you may have and to provide information to you about our policy on unlawful harassment and discrimination including sexual harassment and our complaint process.

### 2.8.3 Unlawful Harassment and Discrimination Including Sexual Harassment Investigation

When the CHA receives a complaint of unlawful harassment or discrimination including sexual harassment, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will generally include a private interview with the person filing the complaint, as well as interviews with and the person alleged to have committed the misconduct at issue. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

Given the sensitive nature of complaints of discrimination and/or harassment, all parties and witnesses in a complaint, as well as department heads, supervisors, etc. who are aware of a complaint or investigation thereof, are strongly encouraged to maintain this information as confidential, so as not to negatively impact an investigation. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances.

All employees are reminded of the provisions of M.G.L. c. 268A, § 23(c)(2), which prohibit a public employee or official from improperly disclosing information that is protected from disclosure under the public records law, and acquired by an employee or official in the course of official duties. Section 23 also prohibits a public employee or official from using such information to further the employee's/official's personal interest. Violations of Section 23 may lead to disciplinary action, up to and including termination.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action up to and including termination.

### 2.8.4 Disciplinary Action

As noted above, if it is determined that inappropriate conduct has been committed by one of our

employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

### 2.8.5 State and Federal Remedies

In addition to the above, if you believe you have been subjected to unlawful harassment or discrimination, including sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC – 300 days; MCAD - 300 days).

**The United States Equal Employment Opportunity Commission ("EEOC")**

John F. Kennedy Federal Building
15 New Sudbury Street, Room 475
Boston, MA 02203
Phone: (800) 669-4000
TTY: (800) 669-6820

**The Massachusetts Commission Against Discrimination ("MCAD")**

**Boston Office**

One Ashburton Place
Sixth Floor, Room 601
Boston, MA 02108
Phone: 617-994-6000
TTY: 617-994-6196

**Springfield Office**

436 Dwight Street
Second Floor, Room 220
Springfield, MA 01103
(413) 739-2145

**Worcester Office**

Denholm Building
484 Main Street, Suite 320
Worcester, MA 01604
(508) 453-9630
(508) 453-9641 – FAX

## 2.9 Whistle Blower Policy

The purpose of this Whistleblower Policy is to identify noncompliance with Federal guidelines and regulations.

The CHA requires commissioners, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. For the purpose of this policy the term “employee” includes employees of any management company. As employees and representatives of the CHA we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

### 2.9.1 Reporting Responsibility

It is the responsibility of all commissioners, officers and employees to report ethics violations or suspected violations in accordance with this Whistleblower Policy.

### 2.9.2 No Retaliation

No director, officer or employee who in good faith reports an ethics violation shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the CHA prior to seeking resolution externally.

### 2.9.3 Reporting Violations

The CHA has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone whom they are comfortable with and can address them properly.

In most cases, an employee's supervisor is in the best position to address an area of concern.

Supervisors and managers are required to report suspected ethics violations to the CHA Compliance Officer, who has specific and exclusive responsibility to investigate all reported violations.

For suspected fraud, or when you are not satisfied or when you are uncomfortable with the open door policy, individuals may contact the CHA Board Chairperson directly via telephone, mail and/or email. (Contact information available on the CHA website: www.chelmsfordha.com)

If an individual does not feel comfortable with any of the above reporting options, they may contact

US Office of the Special Counsel,
Complaints Unit Hotline at 1-800-872-9855
Or the Disclosure Unit Hotline at 1-800-572-2249
https:/ /www.osc.gov

### 2.9.4 Compliance Officer

The CHA Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning violations and, at their discretion, shall advise the Chairperson of the Board. The Compliance Officer is required to report to the full Board of Commissioners at least annually on compliance activity.

The CHA Compliance Officer is currently:

David Hedison, Executive Director
Chelmsford Housing Authority
10 Wilson Street
Chelmsford, MA 01824
david@chelmsfordha.com
1-978-256-7425 x 16

### 2.9.5 Accounting and Auditing Matters

The Chairperson of the Board of Commissioners shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Compliance Officer shall immediately notify the Chairperson of any such complaint and work with the Chairperson until the matter is resolved.

### 2.9.6 Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and that prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

### 2.9.7 Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the fullest extent possible, consistent with the need to conduct an adequate investigation.

### 2.9.8 Handling of Reported Violations

The Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

## 3. Workplace Health and Safety

## 3.1 Safety

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow company safety and health guidelines or engaging in conduct that places the employee, client or company property at risk can lead to employee disciplinary action and/or termination.

Although most safety regulations are consistent throughout each department and program, each employee has the responsibility to identify and familiarize themselves with the emergency plan for their working area. Each facility shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events and medical crises.

Reporting:

It is the responsibility of the employee to complete an Accident and Incident Report for each safety and health infraction that occurs by an employee or that the employee witnesses, within 24 hours of the incident. Failure to report such an infraction may result in employee disciplinary action, including termination.

It is the responsibility of the employee to complete an Accident and Incident Report for each injury sustained while working, within 24 hours of the incident. Injured workers who are unable, as a result of the injury, to file the required report within 24 hours must do so at the earlier possible opportunity after the injury. Failure to complete a required report may adversely impact an injured employee's claim for workers compensation benefits.

## 3.2 Drug-Free Workplace

The CHA has a strong commitment to provide a safe and productive work environment. Alcohol and drug use and/or abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, we are committed to the elimination of drug and/or alcohol use and abuse in the workplace.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy applies to all employees and all applicants for employment.

**Employee Assistance and Drug-Free Awareness**

Drug use and alcohol misuse have a number of adverse health and safety consequences. Information about those consequences and sources of help for drug/alcohol problems is available from the Human Resource department.

Wherever feasible, the CHA will attempt to assist and support employees who voluntarily seek help for such problems before becoming subject to discipline and/or termination under this or other policies. Such employees may be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and may be otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety sensitive or that require driving or if they have violated this policy previously. Nothing herein shall preclude the CHA from taking disciplinary action it deems necessary and appropriate, either in conjunction with or in the absence of any assistance the employee is seeking.

Employees should report to work fit for duty and free of any adverse effects of drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications (excluding marijuana). Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so.

**Work Rules**

The following work rules apply to all employees:

- Whenever employees are working, are operating any company vehicle, are present on company premises, or are conducting related work off-site, they are prohibited from:
    - Using, possessing, buying, selling, manufacturing or dispensing a drug, including marijuana.
    - Being under the influence of alcohol or a drug, including marijuana, as defined in this policy.
- The presence of any detectable amount of any drug including marijuana or any controlled substance in an employee's body while performing company business or while in a company facility is prohibited.
- The CHA will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
- Any drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

**Required Testing**

The Authority retains the right to require the following tests:

- Pre-employment: All applicants may be asked to submit to and pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.
- Reasonable suspicion: Employees are subject to testing based on observations by a supervisor of apparent workplace use, possession or impairment. Human Resources must be consulted before sending an employee for reasonable suspicion testing.
- Post-accident: Employees are subject to testing when they cause or contribute to accidents that seriously damage a company vehicle, machinery, equipment or property and/or result in an injury to themselves or another employee requiring off-site medical attention. In any of these instances, the investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner.
- Follow-up: Employees who have tested positive, or otherwise violated this policy, are subject to discipline up to and including discharge. Depending on the circumstances and the employee's work history/record, the CHA may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies for a minimum of one (1) year but not more than two (2) years. If the employee either does not complete their rehabilitation program or tests positive after completing the rehabilitation program, they will be subject to immediate discharge from employment.

**Consequences**

Applicants who refuse to cooperate in a drug test or who test positive will not be hired. Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense a drug in violation of this policy will be terminated. The first time an employee tests positive for alcohol or drug use under this policy, the result will be discipline up to and including discharge.

Employees will be paid for time spent in alcohol/drug testing and then suspended pending the results of the alcohol/drug test. After the results of the test are received, a date/time will be scheduled to discuss the results of the test; this meeting will include a member of management and Human Resources. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

**Confidentiality**

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the medical review officer (MRO) shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.

**Inspections**

The CHA reserves the right to inspect all portions of its premises for drugs (including marijuana), alcohol or other contraband. All employees, contract employees and visitors may be asked to cooperate in

inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline up to and including discharge.

**Crimes Involving Drugs**

The CHA prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug or marijuana in or on company premises or while conducting company business. Employees are also prohibited from misusing legal drugs and/or legally prescribed or over-the-counter drugs. Law enforcement personnel shall be notified, as appropriate, when criminal activity is suspected.

## 3.3 Workplace Bullying

The CHA defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment."

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The CHA considers the following types of behavior examples of bullying:

- Verbal bullying: Slandering, ridiculing or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- Gesture bullying: Nonverbal threatening gestures or glances that convey threatening messages.
- Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

## 3.4 Violence in the Workplace

All employees, residents, customers, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others.

Conduct that threatens, intimidates or coerces another employee, resident, customer, vendor or business associate will not be tolerated. Authority resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. The CHA treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities

should be reported as soon as possible to a supervisor or any member of senior management. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

The CHA will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible, although everyone is reminded that it may be necessary to report this information to law enforcement in particular situations. The CHA will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, the CHA may suspend an employee suspected of workplace violence or threats of violence pending investigation.

Employees are encouraged to bring their disputes to the attention of their supervisors or Human Resources before the situation escalates. The CHA will not discipline employees for good-faith reports raising such concerns.

## 3.5 Domestic Violence Leave

The Authority is committed to complying with the Massachusetts Domestic Violence Leave Act, M.G.L. c. 149, §52E ("DVLA" or "the Act"), as it may be amended from time to time. In the event of any conflict between the Authority's DVLA policy and the state law and any applicable regulations, the state law/regulations applicable to the Authority and its employees shall prevail. This Policy describes the eligibility and procedural requirements relating to the administration of leave taken pursuant to DLVA.

### 1. Eligibility

To qualify for domestic violence leave under the DVLA, an employee or a covered family member must be the victim of "*abusive behavior*." "Abusive behavior" includes any of the following behaviors: domestic violence, stalking, sexual assault or kidnapping.

*Domestic violence* is abuse against an employee or a covered family member by a current or former spouse, a person with whom the victim shares a child, a person cohabitating with or who has cohabitated with the victim in the past, a relative by blood or marriage, or a person with whom the employee or family member has or had a dating or engagement relationship.

"*Abuse"* includes: attempting to cause or causing physical harm; placing another in fear of imminent serious physical harm; causing another to engage involuntarily in sexual relations by force, threat or duress or engaging or threatening to engage in sexual activity with a dependent child; engaging in mental abuse, which includes threats, intimidation or acts designed to induce terror; depriving another of medical care, housing, food or other necessities of life; or restraining the liberty of another.

*A covered family member* includes a spouse, parent, step-parent, child, step-child, sibling, grandparent, grandchild, persons in a substantive dating relationship or who reside together,

persons having a child in common, or persons in a guardian relationship. In the case of abuse of a family member, the employee is not entitled to leave if he or she is the alleged perpetrator.

**2. Duration of Leave**

If an employee or a covered family member of the employee is a victim of abusive behavior, thhe may take up to fifteen (15) days of unpaid leave in any 12-month period.

Employees are required to exhaust all paid leave before taking leave under the DVLA.

**3. Reasons for Requesting Leave**

Employees may request leave to address issues directly related to the abusive behavior. This includes seeking medical attention, counseling or victim services. Leave may also be taken to obtain legal assistance, to attend or appear in court proceedings, or to meet with a district attorney or law enforcement personnel. It is not a requirement of the Act that the employee maintain contact with the alleged abuser before being eligible for leave.

**4. Notice**

Employees must provide sufficient advance notice of the decision to use domestic violence leave, unless there is a threat of imminent danger to the health or safety of the employee or a member of the employee's family. An employee who does not give advance notice must notify the employer within three (3) work days that leave is being taken pursuant to the DVLA. The notice may be provided by certain specified individuals other than the employee.

If an unscheduled absence occurs, the employee has 30 calendar days to produce documentation of the need for leave, in accordance with subparagraph 5, below.

**5. Documentation**

Employees taking leave pursuant to the DVLA may be required to provide documentation evidencing that the employee or employee's family member has been a victim of abusive behavior. If requested, an employee is required to provide such documentation within a reasonable period after the request is made. An employee can satisfy this requirement by providing any one of the following documents:

- A protective order issued by a court as a result of abusive behavior against the employee or employee's family member;
- A document under the letterhead of the court, provider or public agency which the employee attended for the purposes of acquiring assistance as it relates to the abusive behavior;
- A police report or statement of a victim or witness provided to police, including a police incident report, documenting the abusive behavior;
- Documentation that the perpetrator of the abusive behavior against the employee or family member of the employee has admitted to sufficient facts in court, or has been convicted of any offense constituting abusive behavior;

- Medical documentation of treatment as a result of the abusive behavior;
- A sworn statement provided by a counselor, social worker, or health care worker who has assisted the employee or the employee's family member; or
- A sworn statement from the employee attesting that the employee has been the victim of abusive behavior.

#### 6. Return to Work

Employees who take leave pursuant to the DVLA will be restored to their original or equivalent position upon return from leave unless circumstances unrelated to the employee's use of leave would have caused a change in employment status. The Authority shall not retaliate against an employee for exercising their rights under the DVLA.

#### 7. Confidentiality

With limited exceptions set forth by law, information related to the employee's leave shall remain confidential.

### 3.6 Smoke-Free Workplace

The Massachusetts Smoke-Free Workplace Law is primarily intended to protect workers from health hazards resulting from exposure to secondhand smoke. As of July 5, 2004, all Massachusetts workplaces with one or more employees must be smoke-free. Designated indoor smoking areas or smoking rooms are not permitted. Moreover, smoking is prohibited in any public building. In addition, effective July 30, 2018, HUD requires all Housing Authorities to be smoke-free, including in and within 25 feet around administrative buildings. Thus, it is the policy of the Authority to prohibit smoking in order to provide and maintain a safe and healthy work environment for all employees, and the Authority will not tolerate smoking on its premises.

It is the policy of the Authority to prohibit smoking in order to provide and maintain a safe and healthy work environment for all employees. Prohibited smoking includes "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." Additionally, smoking of marijuana, e-cigarettes or vaping products, is prohibited.

The smoke-free workplace policy is in effect for:

- All areas of CHA buildings.
- All CHA-sponsored off-site conferences and meetings.
- All vehicles owned or leased by CHA.

The smoke-free workplace policy applies to:

- All visitors (customers and vendors) on CHA premises.
- All contractors and consultants and/or their employees working on CHA premises.
- All employees, temporary employees and student interns.

Smoking is permitted in designated outdoor smoking areas only.

## 4. Standards of Conduct

### 4.1 Professional Behavior and Dress

The operations of the Authority require staff to interact with a broad range of the general public as well as applicants and residents. The staff members of the Authority are to present themselves at all times in a professional manner. This includes proper dress; therefore, administrative staff will wear professional attire and footwear both in proper repair. Administrative staff will be allowed to "dress down" and wear casual clothing on Fridays. Casual clothing includes blue jeans, sneakers and solid-colored tee shirts. All casual clothing must be in good condition (not ripped or torn) and professional in nature. Tank tops and tank dresses are allowed only when worn with a jacket or sweater. Flip-flops or worn sneakers are prohibited.

The maintenance staff will be provided with a selection of shirts bearing the name of the "Chelmsford Housing Authority." These shirts must be worn during office hours. Heavy-duty pants/jeans may be worn as the Authority does not currently provide work pants.

Staff shall address members of the public, citizens, and other staff in a respectful manner.

If employees find themselves in situations in which members of the public, applicants or residents act in an inappropriate manner, they are advised to terminate the interaction with the individual, in as professionally a manner as possible, and report the interaction to their supervisor. In appropriate circumstances, a notation will be made in the applicant's or resident's file, documenting the interaction. Staff is not at any time to use abusive or sexist language nor engage in inappropriate joking relationships with unwilling individuals. Comments of a sexual or derogatory manner will not be tolerated and are potential grounds for termination as they are disrespectful and create an improper professional environment. Further requirements for workplace behavior are found throughout this Employee Handbook.

### 4.2 Fragrance Free Policy

Recognizing that employees, residents, and visitors to CHA offices may have sensitivity or allergic reactions to various fragrances and/or scented products, the CHA is a fragrance-free workplace. As such, employees are prohibited from bringing into, or using in, CHA premises, natural or artificial scents that could be irritating or distracting to others. Employees should not wear scented personal products (such as perfumes, body washes, colognes, powders and lotions) that are perceptible by others. Other scented products, such as air fresheners, candles, potpourri, incense, and other similar items, are also prohibited.

Employees who are required, for medical reasons, to use products that contain odors susceptible to others, may request a reasonable accommodation, in accordance with Section 2.6, above.

## 4.3 Use of CHA Computers, Email and other Equipment and Data

CHA telephones, mobile (and/or "smart") phones, computers, software e-mail, voice mail, conferencing equipment, office supplies, vehicles, fax machine, document duplicating machines and other Housing Authority property are to be used efficiently and only for the business purpose of the Authority. CHA reserves the right to inspect or search Authority property, as well as any other property located on Authority premises, at any time and without notice, unless otherwise prohibited by law. Please note that e-mail and other electronic data created, sent, or stored on Authority property (including data accessed, copied, downloaded, or printed from the internet), is also Authority property. All transmission of confidential, privileged or restricted material (whether by document, e-mail, other electronic transmission, or via the internet) should be plainly marked as such and, where possible, encrypted before sending.

The CHA prohibits its employees from using computers or other property owned by the Authority (or computers or other property located on Authority premises, even if not owned by the Authority) to obtain, download, create, copy, send, transmit, broadcast, or distribute, within or outside of the Housing Authority, any material (including graphics, photographs, and audio or visual recordings) containing discriminatory or harassing language or derogatory references to age, color, disability, ethnicity, marital or family status, national origin, race, religion, gender, gender identity, sexual orientation, veteran status, or any other characteristic protected by law, or any pornographic or offensive material. CHA employees are also prohibited from distributing, sending, or otherwise transmitting such material on Authority premises via Authority machinery or any devices located on Authority premises, even if the intended or actual recipient of the material consents to receiving such material or requests or otherwise invites it.

The CHA prohibits employees from using computers (and other property owned by the Authority or located on Authority premises) in a manner that interferes with the employee's job performance or that of another.

The CHA prohibits employees from using computers (and other property owned by the Authority or located on Authority premises) to unlawfully obtain, copy, or distribute software, electronic files, or other materials protected by copyright.

The CHA reserves the right to inspect computers (and other machinery, files, and materials owned by the Authority or located on Authority premises) and their contents at any time, with or without notice to the employee who uses or owns the property, and with or without the employee being present, subject to local law. All communications, including paper communications, electronic communications, voice mail, and any data or information sent, received, or obtained using Authority computers or other property owned by the Authority or located on Authority premises, are not private communications. The CHA reserves the right to monitor all such communications and transmissions, including internet usage, at any time and without notice, subject to local law.

## 4.4 Social Media Policy

The purpose of this policy is to provide guidance and direction to Authority employees with respect to the use of social media as a medium of communication that impacts the efficiency and morale of Authority staff.

**Social media** encompasses web-based technology tools that enable people to communicate electronically via the Internet and the World Wide Web to share information and resources. Social media can include the sharing and exchange of information in the form of electronic data, text, audio, video, images, podcasts, web casts, and other multimedia electronic communications.

**Social networking** is the act of connecting to others through the use of social media.

This guidance is intended to help clarify the boundaries between appropriate and inappropriate use of social media by Authority personnel in a way that helps to protect employees' careers and the Authority's reputation. The proper functioning of any organization depends upon the public's confidence and trust in the individual employees, and the Authority as a whole to carry out our mission. Any matter that brings discredit to individual employees or the Authority has the corresponding effect of reducing public confidence and trust in our organization, thus impeding our ability to work with and serve the public. Professionalism is a significant factor in high level performance which in turn builds the public's confidence and trust.

While all employees have the right to use personal social networking pages or sites, employees are public servants who are held to a higher standard than the general public with regard to standards of conduct and ethics. All personnel are expected to maintain a level of professionalism in both on-duty and off-duty conduct that is consistent with the honorable mission of the Authority. Employees have an affirmative obligation while using social media to ensure they do not become viewed as spokespersons for the Authority when not so authorized.

**Permissible Activities -** The Authority respects the Constitutional and statutory rights of all employees. This policy is neither intended to be, nor will it be, implemented in a manner that restricts social networking activity or the content of a social media post that is protected by the First Amendment or collective bargaining laws. This policy does not prohibit employees from discussing terms and conditions of employment among themselves or with non-employees for the purpose of engaging in concerted activities protected by law, nor does it prevent employees from discussing or commenting on matters of public concern when doing so in their individual or private capacity.

**Prohibited Activities -** While engaged in social networking activities, employees may not:

- Post, disseminate or broadcast as a ***spokesperson*** for the Authority unless designated as such by the Executive Director. Employees shall at all times exercise diligence to avoid holding themselves out as spokespersons for the Authority except when duly authorized.

- Use departmental titles, Authority logos, Authority-owned images, or identify as an employee of the Authority in such a way as to create the impression that the employee is acting as a spokesperson for the Authority, or that the posting is attributable to the Authority, unless expressly authorized to do so.
- Post, disseminate, or broadcast Authority matters that are ***not of a public concern*** which may cause harm or disruption to the Authority or cast the Authority or its employees in a bad light.
    - A matter is not of public concern if it involves personal information about a specific Authority employee, specific interactions or relationships between employees and supervisors, or does not otherwise pertain to the Authority's administration and provision of services.
- Post, disseminate or broadcast information that is known to be ***false, libelous, slanderous, obscene, or that will likely cause imminent harm*** to others regarding Authority business.
- Post, disseminate, broadcast information, or discuss protected or confidential matters of the Authority, including:
    - matters that are under investigation;
    - personnel matters that are protected from disclosure by law;
    - protected private information of residents, including but not limited to protected medical and CORI information.
- Post, disseminate, or broadcast Authority owned images or audio/video recordings, or images or recordings of residents, unless authorized to do so.
    - Unless expressly authorized, employees are prohibited from engaging in social networking or social media activities that involves the recording or transmission of imagery or audio obtained while on duty; while on Authority property; while in Authority facilities; while on or in Authority vehicles; or while in uniform or while wearing such portion of the uniform so as to make the employee identifiable as an employee of the Authority. As it pertains to this provision, imagery includes still photos or video taken and posted, disseminated or broadcasted via the internet immediately or within a short period of time thereafter, as well as live streaming imagery.
- Post, disseminate, or broadcast content which is detrimental to the mission and function of this Authority, such as sharing:
    - ***speech which expresses bigotry, including racial, religious, ethnic or otherwise discriminatory slurs,***
    - ***hate speech***,
    - ***speech constituting harassment,***
    - ***speech which advocates for workplace or domestic violence,***
    - ***pornographic material,*** or
    - ***speech amounting to or inciting illegal activity***.
- Harassment, bullying, discrimination, or retaliation against a co-worker or resident that would not

be permissible in the workplace is not permissible online, even if it is done off-duty, from home and on personal computers or devices, as such conduct significantly interferes with the efficient and effective operations of the Authority.

- Employees may not use an official Authority e-mail address or Authority issued cell phone number to register for social networking sites, blogs, or other online tools utilized for personal purposes.
- Employees are generally prohibited from engaging in personal social media activities while working, except in an emergency, similar to receiving a personal text message or a telephone call of limited duration. Employees are expected and required to use proper judgment and discretion, recognizing that even very brief periods of social media activity can collectively amount to significant periods of time and amount to time theft. Supervisors are authorized to restrict or prohibit workplace/on-duty social media activity, as appropriate, including the complete prohibition on social media use in the workplace or while on-duty.

**Social Media Interactions with Residents:**

Social media networking with CHA residents can present unique challenges for the Authority. The Authority recognizes that some of its employees may be residents, and in that capacity may develop personal relationships with fellow residents. Nonetheless, all employees are ***strongly encouraged*** to limit social media interactions with residents so as to avoid the appearance of undue bias, favoritism, improper relationships, and to avoid the risk of complaints of harassment, discrimination or retaliation by residents.

As noted above, employees' social media activity, whether in a professional or personal capacity, has the potential to adversely impact the Authority's ability to operate efficiently, and/or can subject the Authority to criticism and impair the Authority's reputation.

## 4.5 Confidentiality

The employees of the CHA have access to "personal data" and may become a "holder" of such personal data (as defined in M.G.L., Chapter 66A) or other information deemed confidential by the Authority. This data includes information provided by applicants as part of the application process for Authority programs, information provided by residents as part of the occupancy management process (recertification, lease enforcement actions or transfer requests), or information of other employees required by supervisory personnel or selected personnel. Employees of the Authority are expressly forbidden from sharing any information on applicants, residents, or other employees for reasons other than business necessity and then, only when permitted by law. Under no circumstances is personal data to be shared with current or potential clients of the Authority or members of the general public. Any request for information must be referred to the Executive Director who will require a written request and will determine in conjunction with the Authority's legal counsel what information is to be made available.

## 4.6 Credit Card Policy

The CHA will issue credit cards to certain employees for use in their job functions. This policy sets out the acceptable and unacceptable uses of such credit cards. Use of Housing Authority-issued credit cards is a privilege, which may be withdrawn at the CHA's discretion at any time.

**GENERAL**

To ensure good financial management and sound governance, credit cards will be issued to the minimum number of employees that will allow the Housing Authority to satisfy its business objectives.

The credit card can only be used by the designated employee after they have signed the Acceptance and Agreement document, agreeing to abide by the Terms and Conditions of Use as detailed. The credit card will be immediately terminated if the authorized card holder ceases to have job responsibilities that require it.

Any credit card that the Authority issues to an employee must only be used for business purposes in conjunction with the employee's job duties. Employees with such credit cards shall not use them for any non-business, non-essential purpose, i.e., transactions for the benefit of anyone or anything other than the Authority. The Authority will not regard expenses for employee's business-related use as personal purchases, as long as such expenses are consistent with the Housing Authority's travel and expense reimbursement policy. Examples of such expenses would be lodging and meals while on Housing Authority approved business trips.

Employees violating this policy may be subject to disciplinary action, up to and including termination from employment, and may also be subject to additional actions such as include professional sanction, revocation of credit card use privileges, and/or criminal prosecution.

The Housing Authority must maintain an up-to-date list of Authorized Users including date of issue/termination, card limit, etc. This list should be held by the Executive Director and/or the appropriate administrative staff member.

**LIMITS**

The credit limit of the card will be determined by the Executive Director, in consultation with the Board of Commissioners.

Credit card usage in the day-to-day business of the Housing Authority is intended to facilitate transactions on a limited basis, primarily to provide simpler means of booking and paying for travel and accommodation in connection with official business travel, where it is not possible to pre-book travel plans.

The card must not be used for:

- Withdrawing cash, or
- Any type of personal expenditure (even if the employee intends to repay the expense).

The card may be used for:

- Accommodations, meals and bookings payment for work-related travel, where such travel has been approved in advance;
- Payment of work-related travel costs (air, train, taxi, etc.) where it has not been possible to pre-book prior to departure, or the purchase of goods as specified in the Procurement Policy.

**RESPONSIBILITIES OF AUTHORIZED USERS**

Before using the credit card, the Authorized User must sign the Acceptance and Agreement document. A copy should be retained for personal reference and the original will be maintained by the Executive Director.

Authorized Users must familiarize themselves with the policies and regulations for procurement, travel and subsistence and must ensure that the credit card is not used for transactions that are not appropriate.

Credit card(s) must be kept in a secure location at all times. The Authorized User will be responsible for custody of the card. In order to guard against possible fraud, the Authorized User should not lose sight of the card during a transaction. Loss of a credit card must be reported immediately to the issuer, the Executive Director, or Chairperson of the Board of Commissioners, or the appropriate administrative staff person.

Payment Authorization Forms

It is the responsibility of the Authorized User to: complete the Purchase Order Authorization form; ensure that items charged to the credit card have been incurred in the conduct of official business, providing details of each occasion of use, and for submitting receipts/vouchers for all expenditures; and obtain the retroactive approval of the Executive Director, Board of Commissioners' Chairperson and/or the appropriate administrative staff person.

Any disputes regarding the credit card statements must be noted and relevant documents regarding the outcome of the dispute must be kept for audit purposes.

Review Procedure

Credit card usage will be subject to management review to guard against fraud, to ensure compliance with current travel/procurement policies, and regulations. Documentation of any expenditure will be reviewed and approved by the Executive Director or Chairperson of the Board of Commissioners, or the appropriate administrative staff person.

A monthly statement will be received from the credit card issuer detailing charges. Statements must be reviewed immediately upon receipt and detailed on the Purchase Order form with copies of the supporting receipts or vouchers attached.

Where a receipt is not on file, the Authorized User will be asked to provide verification of the transaction. A receipt should be provided as soon possible. The Authorized User will be required to

reimburse the Housing Authority for any expenditure that cannot be supported by appropriate documentation. Any expenditure for which supporting receipts/vouchers are not presented will become the liability of the User.

The Authorized User must ensure that any items appearing on the statement also appear on their Purchase Order form.

Any item appearing on the statement that is not recognized as a business expense and would not have been authorized for payment by the Authorized User will be investigated immediately with the credit card company.

A copy of the Purchase Order form and credit card statement will be submitted to the Executive Director, or Chairperson of the Board of Commissioners, or the appropriate administrative staff person for review and verification no more than 5 days from the date of receipt of the statement. The Executive Director, or Chairperson of the Board of Commissioners, or the appropriate administrative staff person will authorize payment of the credit statement/receipts/vouchers within a reasonable time after receipt of the documentation. Purchase Order documents will be retained in a secure location.

The balance on the credit card statement must be cleared each month by the specified date to ensure that no interest charges are incurred.

# 5. Work Hours and Attendance

## 5.1 Hours of Work

The regular work week for administrative staff consists of 37.5 hours of work scheduled within regular office hours. Regular office hours are as follows:

Monday-Friday: 8:30 a.m. - 4:30 p.m. with the exception of July and August.

For July and August: Monday-Thursday 8:00 a.m. – 5:00 p.m. Friday 8:00 a.m. to 12:00 p.m. Administrative staff is allowed 1/2 hour unpaid lunch and one 15-minute paid break.

The regular work week for maintenance staff is 40 hours of work. Regular office hours are as follows:

Monday - Friday: 8:00 a.m. to 4:30 p.m. with the exception of July and August.

For July and August: Monday - Thursday: 7:30 a.m. to 5 p.m. Friday 8 a.m. to 12 p.m. Maintenance staff is allowed 1/2 hour unpaid lunch and two 15-minute paid breaks.

## 5.2 Overtime

Overtime work will be avoided as much as possible. Overtime pay for all non-exempt staff is earned for all work performed in excess of 40 hours per week at the rate of 1 ½ times the regular hourly rate for each hour worked. See Section 9.3 for the definition of “non-exempt” employees.

Overtime must be approved by the Executive Director or Deputy Director prior to work except in the case of emergencies.

Maintenance employees will be required to be on standby status on a rotating basis to handle all requests for after-hours emergency maintenance service calls and will be compensated at a minimum of two hours at the overtime rate. On all holidays observed by the Authority as listed in the following Section 6.1, maintenance staff will be compensated at a minimum of three hours for emergency calls. The stand-by stipend will be paid at the weekly rate of $200.

### 5.3 Absence without Authorization

Absence without proper authorization or approval may be considered grounds for suspension or dismissal of the employee.

Absence without proper authorization or approval exceeding three (3) days by any employee will be regarded, at the discretion of the Executive Director, as voluntary termination of employment.

## 6. Time Off and Leave

Any absence, regardless of reason, creates a vacancy in the operation, making it more difficult to maintain efficiencies and effectively serve our clients. We realize that a certain amount of absenteeism is unavoidable and that there are unusual occurrences in a person's life that require the individual to take a leave from work. Balancing the negative effects of excessive or lengthy absenteeism on our ability to serve our clients, we have developed the following policies on leaves of absence.

As part of the benefits provided by the CHA, we offer a set of various types of holidays and leave. This includes paid holidays, paid vacation leave, paid sick leave, paid personal leave, and paid bereavement leave. The employee's use of leave other than sick leave does not supersede the mission of the Authority. Even when on leave status, employees of the Authority have an obligation to inform the Executive Director and co-workers of all pending or scheduled business that may occur during the leave period.

### 6.1 Holidays

The following holidays with pay will be observed:

½ Day New Year's Eve
New Year's Day
Martin Luther King Day
Presidents' Day
Patriots' Day
Memorial Day

Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
½ Day Christmas Eve
Christmas Day

If any of these holidays falls on a Sunday, it will be celebrated on the following Monday; Saturday holidays will be celebrated on the previous Friday. At the discretion of the Authority, any other day being observed by the municipality may be included as a holiday with pay. If the holiday falls on a Thursday, at the sole discretion of the Executive Director, an additional holiday for that Friday may be provided.

## 6.2 Paid Vacation

Paid vacation leave will be granted in accordance with the following schedule:

One day per month up to ten (10) days first year.

After 1 year - Two weeks*
After 2 years - Three weeks
After 10 years - Four weeks
After 15 years - Five weeks
After 20 years - Six weeks

Upon the anniversary of the date of hire, vacation time will be made available to the employee in a lump-sum instead of accumulating on a monthly basis.

Permanent part-time employees will accrue vacation time based on years of service and prorated based upon weekly hours regularly scheduled. Employees may carry over up to (5) five paid vacation days from one benefit year into the next benefit year; however, all leave on a combined basis (except special leave) may not exceed 14 weeks during any given year, unless otherwise required by law. If an employee desires to carry over more than (5) days of paid vacation, they may request permission from the Deputy Director.

All vacation requests must be submitted in writing to your immediate supervisor at least two weeks prior to vacation and subject to approval. The Authority reserves the right to deny vacation requests, and/or request that an employee resubmit their request for a different leave period, if necessary to ensure adequate staffing (such as where prior approved requests from other employees reduce staff availability below the minimum staff complement required to provide adequate services to the

Authority's clientele).

*The Executive Director at their discretion may increase the initial time off from two weeks to three weeks as part of a negotiation in hiring a new employee. The reasons must be documented in the employee's folder.

## 6.3 Sick Leave

All full-time employees of the CHA shall be credited with 1 1/4 days sick time with pay for each month that is completed not to exceed 15 days in one year. This sick leave can be cumulative, but not in excess of a total of 120 working days for all staff hired after November 1, 2000. Employees hired before November 1, 2000 with more than 120 days may accrue unlimited number of days. If you fall below the 120 days, you can accrue up to but not beyond 120 days.

Part-time employees earn sick leave at a pro-rated rate in accordance with the number of hours worked, but in no event will that amount be less than 1 hour of sick leave earned for every 30 hours worked.

Any employee who requests sick leave must contact the Authority within one (1) hour of the start of the workday. Approval of sick leave in cases in which the Authority is not contacted within the first hour of the workday is at the discretion of the Executive Director.

Sick leave can be taken for the following purposes:

1. An employee's own illness, injury or medical condition;
2. The illness, injury or medical condition of the employee's immediate family;
3. To attend routine medical appointments for the employee, or the employee's immediate family;
4. To address the psychological, physical or legal effects of domestic violence; and
5. To travel to any appointment, pharmacy, or other location related to the purpose for which the time was taken.

"Immediate family" is defined as the employee's mother, father, brother, sister, dependents (children, stepchildren, foster children), grandchildren, spouse, life partner, mother-in-law and father-in-law.

Employees earn 1 1/4 days of sick leave, credited on the first of each month beginning with the month following the start of their employment. This accumulated sick time may be used by employees who are still in their probationary period. Except as otherwise provided below, there is no payment for accrued but unused sick leave.

Sick leave can be used on an hourly basis. For instance, an employee who leaves work during the workday or arrives late because of a medical appointment or illness or the need to attend to an ill family member or accompany a family member to a medical appointment will only be charged for the time away from work. It is the responsibility of the employee to document the time of their arrival or

departure in writing immediately upon their return to the workplace in order to limit the charge to accumulated sick leave to the actual hours away from the workplace during working hours.

In cases where employees are absent because of illness or injury for more than five (5) days, a doctor's note must be submitted stating length of time out as well as authorization to return to work. Employees who refuse to submit to a doctor's examination for the purpose of determining a claim for sick leave or bodily injury are not entitled to use sick leave. Abuse of sick leave is grounds for termination.

Accumulated and unused sick leave will be paid at the rate of 20% of such accumulation upon death or retirement. Employees who resign or are terminated for any reason are not entitled to any cash conversion of accrued but unused sick leave.

## 6.4 Personal Leave

Each full-time employee will be granted three (3) days of paid Personal Leave. Personal Leave cannot be taken until completion of the probationary period. There is no carry over of, or payment for, accrued but unused Personal Leave, and any Personal Leave days remaining at the end of the anniversary year will be forfeited.

## 6.5 Unpaid Leave

Leave without pay status may be granted with the approval of the Executive Director after one full year of employment. As specified in Section 6.6, the combined use of paid and unpaid leave in any calendar year cannot exceed 14 weeks unless otherwise required to by law; this does not have to be a continuous period of time. Any leave of absence that exceeds 14 weeks in any calendar year will free the Authority to take steps required by business necessity to declare a position vacant and to hire or promote to fill the vacancy, unless otherwise required to by law.

Unpaid leave can be used for medical reasons involving the employee or an "immediate" family member of the employee (as defined in Section 6.3). Unpaid leave up to 12 weeks can also be taken for the birth or adoption of a child. It does not matter if the employee or the employee's spouse is pregnant. This use of leave is intended to be consistent with the requirements of the Family and Medical Leave Act of 1993. (See Section 2.7)

During an approved period of unpaid leave for medical reasons, all basic health and insurance benefits will continue. Paid vacation and sick leave will not accrue during an unpaid leave of absence. However, the total months of service will continue to accrue, and no seniority will be lost. Once an employee returns from an unpaid leave, the accrual of paid vacation and sick leave will restart.

## 6.6 Maximum Use of Leave

Employees of the CHA are limited to a maximum use of leave of 14 weeks in any 12-month period, unless otherwise required to by law. These 14 weeks can consist of paid leave such as vacation, sick

leave, and with permission of the Executive Director, personal leave, and unpaid leave. As the CHA is a small organization, leaves of longer than 14 weeks impair the organization's ability to perform its mission and places an unfair burden on other staff. Business necessity requires that a limit be placed on time away from the workplace.

## 6.7 Special Leave

### 6.7.1 Military Leave

Military leave will be provided in accordance with current existing state and federal law.

### 6.7.2 Jury Duty

Any Authority employee called for jury duty shall be paid their regular compensation for the first three days of jury service. Employees shall be required to furnish to the Authority a certificate of juror service issued by the Commonwealth of Massachusetts. An employee will receive their regular compensation during any period of jury service, but the employee must turn over to the Authority any monies received from the Commonwealth as compensation for jury service. Where juror service is cancelled or an employee is released from jury duty early, the employee is expected to come to work whenever it is feasible to do so.

### 6.7.3 Parental Leave

It is the Policy of the Authority to fully comply with the provisions of M.G.L. c. 149, § 105D. All Authority employees who have completed the first three consecutive months of employment may be eligible for parental leave, in accordance with law and the following procedures.

1. Eligible employees shall be entitled to up to eight (8) weeks of unpaid leave for the following purposes:
    a. the birth of a child; or
    b. placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled) with the employee adopting or intending to adopt the child [in other words, adoption of a child].

Note that if both parents work for the Authority, they will be entitled to eight (8) weeks of parental leave in the aggregate, for the same child.

2. To be eligible for leave under this Policy, an employee is required to provide two weeks' notice in advance of his or her anticipated date of departure, stating his or her intention to return and the anticipated date of return, or as soon as practicable, if the delay in notification is due to reasons beyond the employee's control. Upon return to work, the employee is entitled to be restored to his or her previous position, or to a similar position which has the same status and pay as his or her previous position, and to the length of service credit and seniority as of the date of leave.

3. Leave taken pursuant to this Policy will be counted against an employee's annual FMLA-like leave allowance, where applicable.
4. Leave taken pursuant to this Policy shall be unpaid; however, an employee may elect to use any amount of accrued paid leave while on parental leave.
5. An employee out on unpaid parental leave pursuant to this Policy who has exhausted his or her FMLA-like leave shall be responsible for assuming the full cost of premiums for health insurance coverage (employee and employer share).

### 6.7.4 Bereavement Leave

In the case of the death of a member of the "immediate family" of an employee which includes the employee's spouse, life partner, father, mother, brother, sister, dependents (children, stepchildren, foster children), parents-in-law, grandparent or grandchildren, up to 4 days leave, *after notice of the death,* will be granted with pay. One day bereavement leave will be granted for other close persons. The Executive Director may grant or extend Bereavement Leave on a case-by-case basis should circumstances warrant special allowances.

## 7. Pay Practices

### 7.1 Determination of Wage Rates

Employees will be paid at rates established annually by the Board of Commissioners considering the guidelines established by the Department of Housing and Urban Development and the Department of Housing and Community Development. The Board of Commissioners on the recommendation of the Executive Director may establish other periodic pay increases.

### 7.2 Executive Director Salary

The appropriate compensation rate of the Executive Director shall be determined upon review of their performance in a manner consistent with the Board's standards, goals and objectives and in accordance with the current Executive Director salary schedule per DHCD, HUD and comparative salary analysis conducted by a third party.

### 7.3 Administrative Staff Salary

The Authority can grant both cost of living adjustments (COLA) and merit increases based on availability of funds for each Full-time and Permanent Part-time employee. The Executive Director will make recommendations for both COLA and merit increases to the Board of Commissioners as a lump sum amount to be distributed by the Executive Director. The Board will not vote on a specific employee but may review positions. Availability of funds permitting, the COLA will be determined based on published Consumer Price Index data for the Boston Standard Metropolitan Statistical Area (SMSA). Merit increases will be determined by consideration of employee performance, duties and responsibilities, the overall compensation structure of the Authority, and salary comparability.

### 7.4 Maintenance Staff Salary

For full-time Maintenance Employees whose salaries are fixed, pursuant to M.G.L. Chapter 121B, Section 29, compensation rates will be paid in accordance with wage rates established by the designated agency of the Commonwealth and guidelines developed by the Department of Housing and Community Development.

## 8. Benefits

### 8.1 Worker's Compensation

Despite the careful efforts of supervisors and employees to maintain safe working conditions and practices, accidents do happen. The Authority is responsible, under M.G.L. c. 152, for providing protection against loss of income and medical expenses incurred for job-related injuries or illness. The Authority's Worker's Compensation Plan provides coverage of medical and related expenses, as well as salary protection for employees under M.G.L. c. 152.

### 8.2 Retirement Plan

Eligible employees of the Authority are covered by the Retirement Provisions of Massachusetts General Laws, Chapter 32. The Middlesex Retirement System operates the plan. Deductions are made weekly and accredited to the employee retirement account, which is accounted for annually by the System. Depending on the employee's date of hire, a percentage is deducted from each paycheck in accordance with the Middlesex Retirement System's rules and/or applicable provisions of M.G.L. c. 32.

Permanent and temporary employees working (19) and fewer hours contribute to the Mandatory Deferred Compensation OBRA system at the prevailing rate as required by law, which is currently 7.5%.

### 8.3 Health Insurance

Eligible employees who choose to be covered by the Authority's Health Insurance Program will be covered under the provisions of the Commonwealth of Massachusetts Group Health Insurance, also known as hospital, surgical, medical, and catastrophic illness coverage. The plan is for active and retired eligible employees of the Commonwealth and their dependents. This plan is also for such persons, who may only be insured under the Federal Health Insurance for the Aged and Disabled Act, commonly called Medicare.

Employees are eligible to be covered under one of several plans offered by the Massachusetts Group Insurance Commission (GIC). These plans are offered once a year. During the open enrollment period, employees may elect to change plans.

New employees who decline health insurance through the Group Insurance Commission are entitled to a $250 quarterly payment from the Authority. Existing employees who are insured with a GIC plan for at least six months and then choose to opt out are also eligible for this quarterly benefit in addition to

a 12-month buyback directly from the GIC.

All eligible employees who are working 18.75 hours or more in a 37.5-hour work week or who are working 20 or more hours in a 40-hour work week may participate in a health insurance plan. GIC benefits begin on the first day of the month following 60 days or two full calendar months of employment, whichever comes first. The Authority pays between 75% and 80% of the premium cost, while the eligible employee pays between 20% and 25% of the premium cost. Upon termination, an eligible employee may be entitled to continued benefits through the GIC's COBRA Plan.

### 8.4 Life Insurance, Long-Term Disability Insurance, and Flexible Spending Accounts

Employees may purchase additional life insurance over and above the $5,000 provided by the GIC. They may also be eligible to enroll in Long-Term Disability Insurance and a tax-deferred Flexible Spending Account. Information regarding these options is available upon request or online at the GIC's website: https://www.mass.gov/orgs/group-insurance-commission.

### 8.5 Deferred Compensation Program

All employees are eligible to join the Commonwealth's Deferred Compensation Program. This benefit is offered through payroll deductions, and participating employees may defer a portion of his or her income and thereby accumulate money on a tax-sheltered basis. The CHA does not contribute to deferred compensation plans.

## 9. Employment

### 9.1 Selection of Applicants

Persons desiring employment will file written applications setting forth their qualifications, experience, references, and other information as may be required. Special consideration will be given as defined by the regulations published by the Department of Housing and Community Development.

New employees of the Authority will serve a six (6)-month probationary period. Within the first month, every employee will meet with his or her supervisor for an initial performance planning session.

The supervisor will monitor the performance of new employees and complete periodic performance reviews.

Criminal offender record information ("CORI") checks must be conducted on all new employees.

### 9.2 Change of Employment Status

#### 9.2.1 Promotions

Vacated or newly established positions will be filled to the fullest extent possible by the promotion of qualified employees based on their past performance with the Authority. With that said, the Authority

retains the ultimate discretion to choose not to fill any vacant positions.

### 9.2.2 Demotions

An employee will be subject to demotion under the following conditions:

1. The employee's position has been either abolished or changed.
2. The employee has been found unsuited for their position but may be expected to give satisfactory service in a lower paying position.
3. As a disciplinary sanction when warranted.

### 9.2.3 Transfers

Employees will be transferred within the organization as far as practicable to positions where their higher skills will be best utilized. In making transfers within the organization, due consideration will be given to the desires of the employees involved, to the extent feasible for the Authority. When transfers of personnel are necessitated by organizational changes, every effort will be made to place affected employees in positions that will permit them to retain their salaries.

## 9.3 Employee Classification Categories

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility:

- Nonexempt employees are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning federal minimum wage and overtime requirements.
- Exempt employees are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

## 9.4 Personnel Service Records

Service records will be maintained for every employee. These records will contain information concerning an individual's employment including but not limited to:

- Recruiting and screening documents such as applications, resumes and educational transcripts.
- Job descriptions.
- Records relating to job offers, promotion, demotion, transfer, layoff, rates of pay and other forms of compensation, and education and training records.
- Pay and compensation information.
- Records relating to other employment practices (including policy acknowledgments and agreements).

- Letters of recognition.
- Warnings, counseling and disciplinary notices.
- Performance evaluations and goal setting records.
- Termination records.

This record is available to an individual employee upon request. In response to a valid request to verify employment for business reference or credit purpose, the Authority will release, without approval, only dates of employment and title of the most recent position. The Authority, upon written approval, will also release salary history for the past three years.

Medical files will be maintained confidentially, separate from the personnel file, but will nonetheless be considered part of the employee's service record.

## 10. Training and Employee Development

Encouraging employee professional development is the policy of the CHA. The Authority will attempt to provide programs that will be offered to continually improve the knowledge, skills, and abilities of all employees.

The expected result of these programs is increased job effectiveness and improved potential for advancement.

### 10.1 Job Training

Employee training is a requirement for all job classifications. Programs of varying degrees of structure may involve formal classroom work and on-the-job training, which will be offered on a continual basis. Job training for employees is a function of every supervisor and department head.

### 10.2 Employee Development

Although employees are encouraged to make basic decisions concerning their interests and goals, participation in career development is not required. Career development is encouraged through the Employee Performance Planning and Evaluation Process. While participation in career development planning is not in itself the guarantee of promotions, transfers, or any other immediate results, it has been established to be helpful on a personal basis in setting individual goals and enhancing capabilities.

### 10.3 Educational Reimbursement

After one year of continuous employment and upon prior approval by the Executive Director, the Authority may reimburse an employee an amount not to exceed 50% for costs related to one course per semester. Eligible costs include registration and tuition fees only. This reimbursement will be paid only if it is included in the Authority's budget.

This reimbursement is subject to the following conditions:

- Prior approval of one course selection per semester by the Executive Director;
- Evidence of successful completion of the pre-approved course with a grade of C or better and submission of that evidence within sixty days of the course completion date;
- Courses must be related to an employee's present position or geared toward overall career development.
- Availability of the Authority to pay for this course through available funds.

It is the Executive Director's responsibility to determine an employee's participation and to provide course approval.

# 11. Performance

## 11.1 Progress Review and Merit Increase Process

### 11.1.1 Progress Review

It is the policy of the Authority that the progress of each employee will be evaluated in such a way as to improve work performance.

The Authority's objectives for evaluating employee progress are the following:

- Improving performance through the mutual determination of objectives and measures;
- Enhancing career development and professional growth; and
- Satisfying administrative requirements regarding promotion, salary increase, adverse actions, incentive awards and probationary period status.

For new employees, after an initial 3-month period of employment, the employee and supervisor will complete the first progress review and begin a process of ongoing, periodic progress review and performance planning. This is a systematic process for communication between supervisor and employee to establish job elements and expected performance for the year, and to discuss progress.

**REVIEW SCHEDULE FOR NEW EMPLOYEES:**

Reviews will be conducted 4 times a year.

1. The first progress review, 3 months after hire, will be documented using the prescribed form and placed in the employee's personnel file.
2. The second review will be at 6 months and will include a structured meeting and conversation between the employee and supervisor without formal documentation.
3. The third progress review, at 9 months, will again be documented and placed in the employee file and
4. The fourth review, at 12 months, will be like the second; structured though not documented in the employee file.

5. After the first year, formal progress reviews will be performed annual basis based on the employee's anniversary date of hire.

**REVIEW SCHEDULE FOR EXISTING EMPLOYEES**

1. A structured progress review will be conducted on an annual basis based on the employee's anniversary date of hire and formally documented in the employee's file.

The Executive Director will determine the employee's merit increase based on the documented progress reviews.

## 11.2 Progressive Discipline/Prohibited Conduct

This Policy outlines the Authority's expectations with respect to prohibited conduct and progressive discipline. The purpose is to encourage and help employees to work together productively and harmoniously, according to the standards of the Authority. It is the policy of the Authority to provide services in a timely, responsive and professional manner. Inappropriate workplace conduct or behavior can negatively impact the Authority's ability to provide such services and can otherwise interfere with the efficient operation of government.

The Executive Director relies upon department supervisors to help assure that all employees remain focused on their primary responsibility of serving residents, in collaboration with co-workers, in this manner. Recognizing that situations sometimes arise and employees may not meet these expectations, supervisors must implement a method of corrective counseling.

To that end, the following outlines the Authority's progressive discipline procedure, wherein progressive steps will be followed in employee disciplinary matters, whenever appropriate and practical. Whether progressive discipline steps are required is in the sole discretion of the Executive Director. Progressive discipline shall not be required in matters deemed by the Authority to be sufficiently egregious or severe as to call for immediate dismissal, or the imposition of serious discipline without first issuing lesser discipline.

Disciplinary actions may take several forms, including: Verbal Warnings; Written Warnings; Suspensions, and Dismissal. Copies of all written disciplinary actions will be retained in the employee's personnel file, and employees shall be notified of the placement of such material in their personnel files.

**Behaviors That May Result in Disciplinary Action**

Employees are prohibited from engaging in any of the conduct listed below and may receive discipline up to and including dismissal for doing so. This list has been established to serve as examples of behavior that could warrant a range of disciplinary sanctions. It is not exhaustive. Appropriate levels of discipline may be based on the severity of employee behavior.

- Incompetence or inefficiency in performing job duties;

- Violating any lawful and reasonable regulation, order, or directive made or given by a superior, or insubordination;
- Being intoxicated, drinking any intoxicating beverages, or being under the influence of a drug (including marijuana) or narcotic while on duty;
- Unlawfully distributing, selling, consuming, or possessing alcohol, marijuana or non-prescription drugs when on the job, including during breaks and/or lunch, or subject to duty (i.e. "on call");
- Accepting any consideration given with the expectation of influencing the employee in performing their duties, including but not limited to accepting compensation from residents for special services;
- Loss of an employee's driver's license and driving privileges by due process of law when the employee's position makes operating a motor vehicle or equipment necessary in performing their duties, and/or failing to report such loss of license;
- Violating any of the provisions of Authority policies, including these personnel policies, or other applicable Authority, state or federal law, rules and regulations;
- Displaying disrespectful or inappropriate behaviors toward any individual with whom the employee comes into contact as part of their job, including but not limited to residents, fellow employees or supervisors;
- Refusing to do assigned work or failing to carry out the reasonable assignment of a manager, supervisor or department head;
- Being inattentive to duty, including sleeping on the job;
- Falsifying any records (including job applications, time sheets, or other Authority records) or using official position for personal advantage;
- Lying or being untruthful in connection with job duties, and/or during any official interview, inquiry, investigation, questioning, or reporting;
- Being repeatedly or continuously absent or late, being absent without notice or reason satisfactory to the Supervisor/Department Head or leaving one's work assignment without appropriate authorization;
- Abuse of Sick Leave, Personal Leave, or Vacation Leave;
- Failing to timely report an On the Job Injury;
- Smoking within no-smoking areas or no-smoking operations (see no-smoking policy, above);
- Conducting oneself in any manner that is offensive, abusive or contrary to common decency or morality; carrying out any form of harassment including sexual harassment, and disgraceful personal conduct or language toward the public, residents, fellow employees or supervisors.
- Violating the Authority's vehicle use policy; operating Authority-owned vehicles, equipment or private vehicles on Authority business without proper license or in an unsafe or improper manner, or operating any vehicle on Authority property or business in an unsafe or improper manner;
- Having an unauthorized weapon, firearm or explosive on Authority property;
- Appropriating Authority equipment, time or resources for personal use or gain;

- Unauthorized use, misuse, theft, or willful neglect of Authority property, funds, materials, equipment or supplies; unauthorized use or theft of resident(s)' or co-worker(s)' property or funds;
- Computer abuse, including but not limited to, misuse of computer accounts, unauthorized destruction of files, creating illegal accounts, possession of unauthorized passwords, disruptive or annoying behavior on the computer and non-work-related utilization of computer software or hardware;
- Conviction (or in some instances, an arrest) for a felony or for a malfeasance involving moral turpitude;
- Fighting, engaging in horseplay or acting in any manner that endangers the safety of oneself or others. This includes acts of violence as well as threats of violence;
- Interfering in any way with the work of others;
- Stealing or possessing without authority any equipment, tools, materials or other property of the Authority or attempting to remove them from the premises without approval or permission from the appropriate authority;
- Marking or defacing walls, fixtures, equipment, tools, materials or other Authority property, or willfully damaging or destroying property in any way;
- Willful violation of Authority workplace safety rules or policies;
- Any other act or failure to act, which in the judgment of the Executive Director is sufficient to show that the individual is an unsuitable and unfit public employee.

## 12. Grievance Procedure

Employees have the right to present grievances individually or as a group. In doing so, they will be free from restraint, interference, discrimination and reprisals.

A grievance is defined as a violation, misinterpretation or misapplication of the express terms of the Personnel Policy. The grievance will be rendered in writing and contains concise statement of the facts upon which the grievance is based and specific provision or provisions alleged to have been violated. A grievance to be defined as such must be filed in writing and submitted within ten (10) working days of the occurrence of the facts upon which it is based or from the time that the employee has knowledge. After the filing of the grievance, the procedure is as follows:

Step 1. Informal Meeting with the immediate supervisor will occur within two (2) working days of the reporting of the grievance.

Step 2. If not resolved at the Step 1 review, the employee can request a meeting with the Executive Director (even if the Executive Director was the immediate supervisor in Step 1) and request the decision of the Executive Director following the Step 2 meeting in writing.

Step 3. If in the event that the grievance is not resolved to the satisfaction of the employee at this point, they may present their grievance in writing to the CHA for discussion at the Authority's next regularly scheduled meeting of the Board of Commissioners. In all cases within its jurisdiction, the decision of the CHA Board of Commissioners will be final.

In the event that a situation occurs that warrants emergency consideration by the CHA and where all concerned parties agree to the urgency, then the three- step process may be circumvented and a grievance may be taken directly to the CHA Board of Commissioners for consideration.

The grievance procedure pertains to employees who are currently employed by the CHA, and employees who have been separated no more than thirty (30) days from the date of their termination. The types of complaints covered by the in-house grievance procedure includes, but are not limited to, upgrading, demotion, transfers, layoffs, termination, rates of pay, or other forms of compensation and selection for training.

# 13. Separations

## 13.1 General

The Authority will comply with Chapter 31, Section 41-45 of Massachusetts General Laws for involuntary separations for employees with 5 year or more of continuous service with the CHA, where applicable and required by law.

## 13.2 Resignations

Any employee who desires to terminate employment is requested to submit a written resignation providing at minimum two weeks' notice.

## 13.3 Dismissal

An employee who gives unsatisfactory service or who has behaved in an unprofessional manner contrary to the interests of Authority may be subject to dismissal by the Executive Director.

## 13.4 Reduction in Work Force

If it is necessary to reduce personnel, the selection of employees to be retained will be based on the relative efficiency and the necessity of the job entailed and the length of service. At least a thirty-day notice prior to termination will be given to an employee to the extent possible or practicable.

## 13.5 Separation Payments

No severance payments will be made except for authorized, unused annual leave payments.

## EMPLOYEE ACKNOWLEDGEMENT

I have received and read my copy of the "CHA Employee Handbook" document. I understand that this document provides a general outline of the Authority's employment practices and policies. I also understand that these practices and policies are subject to change by the Authority's Board and that such changes may add to, amend, modify, supersede or eliminate the practices and policies in this document at any time.

I further acknowledge that I have received and reviewed the Authority's Freedom from Unlawful Harassment, Discrimination and Sexual Harassment Policy, as well as the Authority's Drug and Alcohol-Free Workplace Policy, both contained within this Employee Handbook.

I understand that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, marijuana, or alcohol is prohibited on any property of the Authority, or while performing official duties for the Authority, and violation of the Authority's Drug and Alcohol-Free Workplace Policy ("Policy") can subject me to disciplinary action, up to and including termination. I further understand that as a condition of employment, I must abide by the terms of this Policy and will notify my employer of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction. I recognize that the law and associated Policy regarding drugs and alcohol in the workplace are continually evolving. Therefore, I understand that my regular review of this Policy, as it may be amended, is required.

By signing this form, I agree to abide by the policies contained herein, any other workplace rules and regulations, and I agree to review periodically any changes or modifications to the Authorities policies, rules and regulations applicable to my employment. I acknowledge that failure to comply with CHA policies, workplace rules and/or regulations may result in discipline, up to and including termination of my employment.

Finally, I also am fully aware that the "CHA Employee Handbook" document does not constitute a contract of employment; rather, it is intended to describe the Authority's Employee Handbook. There is no promise of any kind by the Authority contained in this document and regardless of what the document says or provides, the Authority does not make any promises by this document.

Employee: _____ Signature: _____

Date: _____

## APPENDIX C: CAPITALIZATION POLICY

The Chelmsford Housing Authority will capitalize all equipment as follows:

1. 1403/1404 Inventory of Furniture & Equipment (Control Account)

Management Purchases

| | | |
|---|---|---|
| 1465.01 | 1465.1 | Ranges & Refrigerators – Dwelling Equipment |
| 1475.01 | 1475.1 | Office Furniture and Equipment |
| 1475.02 | 1475.2 | Maintenance Equipment |
| 1475.03 | 1475.3 | Community Space Equipment |
| 1475.4 | 1475.4 | Congregate Furnishings |
| 1475.07 | 1475.7 | Automotive Equipment |

2. Criteria for Capitalizing Non-Expendable Equipment

a.) All purchases of equipment, which have an expected life of more than one year, and cost $3,000 or more per unit, must be capitalized. Equipment purchased, but not capitalized, not less than $1,000 must utilize a formal control policy for inventory purposes.

b.) The content and type of equipment to be charged to the above accounts is explained in Section C of the DHCD Accounting Manual.

c.) Complete property records are to be maintained on these accounts. These records are further explained in Section 15 of the DHCD Accounting Manual.

d.) Items under $1,000 in unit value will be charged to Account 4611, including ranges and refrigerators.

3. Content and Types of Equipment to be Charged to Non-Expendable Equipment

A.) Items exceeding $1,000 with useful life of more than one year

A1.) 1475.1 Office Furniture & Equipment (Subject to $1,000 test)

a.) Computer equipment
b.) Copiers
c.) Fax machines
d.) Calculators/adding machines
e.) Desks, tables and chairs
f.) Telephone equipment
g.) Printers
h.) Files and safekeeping equipment
i.) Photographic equipment

j.) Air conditioners

A2.) 1475.02 & 1475.2 Maintenance Equipment (Subject to $1,000 test)

a.) Tools and machinery
b.) Tractors
c.) Snow removal equipment
d.) Lawn care equipment
e.) Fire control equipment
f.) Cleaning equipment
g.) Painting equipment
h.) Portable heaters
i.) Pumps
j.) Storage equipment
k.) Floor sanders
l.) Moving equipment

A3.) 1475.3 Community Space Equipment (Subject to $1,000 test)

a.) Sofas
b.) Chairs
c.) Tables
d.) Entertainment equipment
e.) Water coolers
f.) Stair runners
g.) Washers & dryers

A4.) 1475.4 Congregate Furnishings (Subject to $1,000 test)

A5.) 1475.7 Automotive Equipment (Subject to $1,000 test)

a.) Automobile
b.) Trucks
c.) Utility Trailers

# Appendix F
# PROCUREMENT POLICY
**Adopted: 02/08/2021**

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## 1.0 INTRODUCTION

**1.1 General.** Established for the Chelmsford Housing Authority (hereinafter, "the Agency") by action of the Agency Board of Commissioners (Board) onMay 1, 2017, this Procurement Policy (Policy) complies with the Annual Contributions Contract (ACC) between the Agency and the United States Department of Housing and Urban Development (HUD), Federal Regulations at 2 CFR §200.317 through §200.326, *Procurement Standards*, the procurement standards of the Procurement Handbook for Public Housing Authorities (PHAs), HUD Handbook 7460.8, REV 2, and applicable provisions of M.G.L. Chapter 30B, M.G.L. Chapter 30, Section 39M and M.G.L. Chapter 149, Section 26, 27 and 44A-J.

## 2.0 GENERAL PROVISIONS

**2.1 General.** The Agency shall:

**2.1.1** Provide for a procurement system of quality and integrity;

**2.1.2** Provide for the fair and equitable treatment of all persons or firms involved in purchasing by the Agency;

**2.1.3** Ensure that supplies and services (including construction) are procured efficiently, effectively, and at the most favorable and valuable prices available to the Agency;

**2.1.4** Promote competition in contracting; and

**2.1.5** Assure that the Agency purchasing actions are in full compliance with applicable federal standards, HUD regulations, state, and local laws.

**2.2 Application.** This policy applies to all procurement actions of the Agency, regardless of the source of funds, except as noted under "exclusions" below. However, nothing in this policy shall prevent the Agency from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with the law. When both HUD and non-federal grant funds are used for a project, the most stringent guidelines shall be applied.

**2.3 Definition.** The term "procurement," as used in this policy, includes the procuring, purchasing, leasing, or renting of: (1) goods, supplies, equipment, and materials, (2) construction and maintenance; (3) consultant services, (4) Architectural and Engineering (A/E) services, (-5) Social Services, and (6) other services.

**2.4 Exclusions.** This policy does not govern administrative fees earned under the Section 8 voucher program, the award of vouchers under the Section 8 program, the execution of landlord Housing Assistance Payments contracts under that program, or non-program income, e.g., fee-for-service revenue under 24 CFR §990. These excluded areas are subject to applicable State and local requirements.

**2.5 Changes in Laws and Regulations.** In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with these Policies, automatically supersede these Policies.

**2.6 Public Access to Procurement Information.** Most procurement information that is not proprietary is a matter of public record and shall be available to the public to the extent provided in the Massachusetts Freedom of Information Act.

## 3.0 ETHICS IN PUBLIC CONTRACTING

**3.1 General.** The Agency hereby establishes this code of conduct regarding procurement issues and actions, and shall implement a system of sanctions for violations. This code of conduct, etc., is consistent with applicable Federal, State, or local law.

**3.2 Conflicts of Interest.** No employee, officer, Board member, or agent of the Agency shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

**3.2.1** An employee, officer, Board member, or agent involved in making the award;

**3.2.2** His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister);

**3.2.3** His/her partner; or

**3.2.4** An organization that employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

**3.3 Gratuities, Kickbacks, and Use of Confidential Information.** No officer, employee, Board member, or agent of the Agency shall ask for or accept gratuities, favors, or items of more than nominal value (i.e. inexpensive hat with logo) from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

**3.4 Prohibition against Contingent Fees.** Contractors wanting to do business with the Agency must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

## 4.0 PROCUREMENT PLANNING

**4.1 General.** Planning is essential to managing the procurement function properly. Hence, the Agency will periodically review its record of prior purchases, as well as future needs, to:

**4.1.1** Find patterns of procurement actions that could be performed more efficiently or economically;

**4.1.2** Maximize competition and competitive pricing among contracts and decrease the Agency's procurement costs;

**4.1.3** Reduce Agency administrative costs;

**4.1.4** Ensure that supplies and services are obtained without any need for re-procurement (i.e., resolving bid protests); and

**4.1.5** Minimize errors that occur when there is inadequate lead time.

Consideration shall be given to storage, security, and handling requirements when planning the most appropriate purchasing actions.

## 5.0 PROCUREMENT METHODS

**5.1 Petty Cash Purchases.** Purchases under $50 may be handled through the use of a Petty Cash Account. Petty may be established in an amount sufficient to cover small purchases made during a reasonable period, e.g., one month. For all Petty Cash Accounts, the Agency shall ensure that security is maintained and only authorized individuals have access to the account. These accounts shall be reconciled and replenished periodically.

**5.2 Small Purchase Procedures**. For any amounts above the Petty Cash ceiling, but not more than $50,000, the Agency may use small purchase procedures. Under small purchase procedures, the Agency shall obtain a reasonable number of quotes (preferably three); however, for purchases of less than $3,000 (except for construction procurements which is set at $10,000), also known as Micro Purchases, only one quote is required provided the quote is considered reasonable. To the greatest extent feasible, and to promote competition, small purchases should be distributed among qualified sources. Quotations for Small Purchases (QSP), or quotes, may be obtained orally (either in person or by phone), by fax, in writing, or through e-procurement. Award shall be made to the responsive and responsible vendor that submits the lowest cost to the Agency. If award is to be made for reasons other than lowest price, documentation shall be provided in the contract file. The Agency shall not break down requirements aggregating more than the small purchase threshold (or the Micro Purchase threshold) into several purchases that are less than the applicable threshold merely to: (1) permit use of the small purchase procedures or (2) avoid any requirements that apply to purchases that exceed the Micro Purchase threshold.

**5.2.1** Construction Related Services including Renovation and Repairs ($0 up to $10,000). For construction and repair between $0 and $10,000, no less than three (3) offerors shall be solicited to submit price quotations, which may be obtained orally, by telephone, or in writing. Quotations must be based on a purchase description. A procurement of $10,000 or more must be publicly procured.

**5.2.2** Publicly Advertised Procurements. All procurements of more than $50,000or ($10,000 for Building Construction Related Services) shall be conducted in accordance with the appropriate publicly advertised procurement method depending on the category of purchase as identified in this section. The Administrator or his/her designee shall be responsible for ensuring that the procurement method used is appropriate to the required supply or service and that the procurement is conducted in full accordance with applicable statutes and/or regulations.

**5.2.3** The following selection procedures apply to procurements more than $50,000 and ($10,000 for Building Construction Related Services):

**5.2.3.1** Non-Construction Related Supplies and Services (more than $50,000). For non-Construction Related Supplies and Services of more than $50,000, Competitive Sealed Bids or Competitive Sealed Proposals are required in accordance with M.G.L. Chapter 30B.

**5.2.3.2** Construction Related Supplies and Services ($10,000 to $50,000). The Procurement of Construction Related Supplies in excess of $50,000 requires a Competitive Sealed Bid in accordance with M.G.L. Chapter 30 Section 39M or M.G.L. Chapter 30B.

**5.2.3.3** Public Works Related Construction, a.k.a. "Horizontal" Construction ($10,000 to $50,000). In order to procure Public Works Related Construction in excess of $50,000, a Competitive Sealed Bid is required. Procurements of this type must be made in accordance with M.G.L. Chapter 30 Section 39M.

**5.2.3.4** Public Building Related Construction ($10,000 to $50,000). For Public Building Related Construction in excess of $50,000, a Competitive Sealed Bid is required. Procurements of this type must be made in accordance with M.G.L. Chapter 30, 39M or Chapter 30B procedures for public bids.

**5.2.4** Notices for all Publicly Advertised Bids and Publicly Advertised Proposals must be published and awarded in accordance with M.G.L. 30B or with 2 CFR §200.317. All advertising efforts must be documented. Any bid or proposal under the guidelines of M.G.L. Chapter 30B of more than $100,000must be published in the Goods and Services Bulletin. Bids and Proposals made in accordance with either M.G.L. Chapter 149 or M.G.L. Chapter 30, Section 39M must be published in the Central Register.

**5.2.5** Architect/Engineer Services. Architect/engineer services in excess of the small purchase limitation (or less if required by State of local law) may be obtained by either the competitive proposals method or qualifications-based selection procedures, unless State law mandates the specific method. Sealed bidding, however, shall not be used to obtain architect/engineer services. Under qualifications-based selection procedures, competitors' qualifications are evaluated and the most qualified competition is selected, subject to the negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. Qualifications-based selection procedures shall not be used to purchase other types of services even though architect/engineer firms are potential sources.

**5.2.6** Sole Source Procurements. A sole-source procurement may be made without advertising or competition only within the limits defined by Chapter 30B. The following two exceptions to competitive procurements shall be observed:

**5.2.6.1** Contracts not more than $50,000. Procurements not more than $50,000may be made without competition when a reasonable investigation shows that there is only one source for the required supply or service.

**5.2.6.2** Contracts more than $50,000. If only one source exists for the procurement of water, sewer, gas, electricity, or telephone services, these services may be procured from a public utility company without competition. [M.G.L. Chapter 30B section 7(c)] If only one source exists for the procurement of software maintenance or educational materials, these items may be procured without competition. There is no provision under Chapter 30B for sole source procurements above $50,000for any other goods or services. All such procurements must be publicly advertised.

**5.2.7** Records must be submitted with each procurement and maintained in the procurement file showing each contractor's name, the amount and type of contract, and the basis for determining that there was only one potential source for the supply or service purchased. [M.G.L. Chapter 30B Section 7(b)]

**5.2.8** The receipt of only one bid or offer is not, under 30B, a sole-source procurement. If other vendors could have responded but elected not to, the procurement may proceed; however, two cautionary items must be observed.

**5.2.8.1** Purchase Description Re-examination. The purchase description must be reexamined to determine if specifications were unduly restrictive. Purchase descriptions must not be written to restrict the procurement to a sole-source unless no other manner of description suffices [M.G.L. c. 30B, Section 14].

**5.2.8.2** Investigation of "would-be providers". The reason why no other would-be providers responded must be investigated. A change in specifications or simply trying again at a later time may foster more competition and result in a better price. If this is the case, the bid or proposal shall be rejected and the process repeated.

**5.2.9** Receipt of only one bid requires a vote of Chelmsford Housing Authority Board of Commissioners prior to award.

**5.2.10** Emergency Procurements. When the time required to comply with the policy and procedures outlined herein would endanger the health and safety of persons or property, the Administrator or his/her designee may initiate a procurement without following the policies and procedures in full. An emergency procurement shall be limited to the essential supplies or services necessary to meet the emergency and shall conform to established procurement policy to the fullest extent practicable. A true emergency occurs when the emergency condition could not have been foreseen in advance or in sufficient time to avoid the resulting damage to health, safety or property. Conditions that occur as a result of deferred maintenance or poor planning are not emergencies and may not be

addressed by emergency procurements. CHA employees are required to contact and consult with the Executive Director prior to initiating an emergency procurement.

All required requests for emergency procurement waivers to the Department of Capital Asset Management (formerly Department of Capital Planning and Operations) ("DCAM/DCPO") or any other governmental oversight agency shall be issued by the Executive Director. Under Chapter 30, Section 39M (public works more than $50,000) contracts may be awarded without competitive bids under the following circumstances:

- In cases of extreme emergency caused by enemy attack, sabotage, or other such hostile actions, or resulting from explosion, fire, flood, earthquake, hurricane, tornado or other such catastrophe; and
- As necessary for temporary repair and restoration to service; and
- To protect the health and safety of persons and property; and
- So long as permanent reconstruction and repair isn't undertaken.

Only work necessary to protect health and safety is permitted under the emergency provisions. For example, if living units require repairs resulting from a storm to ensure protection from the elements, they may be made, i.e. windows replaced, walls and roofs repaired, etc. However, the units may not be re-painted and re-carpeted, since that work isn't necessary to protect the health and safety of residents. The painting and carpeting work would have to be put out to bid. The Agency is required to secure a waiver of the public advertisement of a M.G.L. c. 30 § 39M procurement from DCAM/DCPO prior to awarding a contract to address an extreme emergency condition.

In order to contract for goods and services under M.G.L. Chapter 30B (procurements, including those involving buildings and public works not more than $50,000), without complying with statutory advertising requirements, the CHA must keep records specifying the contractor's name, the amount and type of procurement contract, a listing of the supply or service provided, and the basis for determining the need for an emergency procurement. In addition, the record of an emergency procurement must also be submitted to the Goods and Services Bulletin for publication.

If an emergency is in excess of $50,000, and/or would be subject to public bidding in accordance with M.G.L. Chapter 149 Sections 44A-J, a waiver of these requirements must be obtained from DCAM\DCP0 of the Commonwealth of Massachusetts. In addition, HUD approval shall be obtained prior to the award of an emergency procurement exceeding $100,000 which is funded in whole or in part from Federal sources.

Due either to the nature of the emergency or to the unavailability of DCAM\DCPO staff, the CHA may contract for necessary work without DCAM\DCPO approval, provided that: DCAM\DCP0 approval is sought at the earliest possible time afterward, and if DCAM\DCP0 does not approve the emergency determination, all work is promptly discontinued.

**5.3 Sealed Bids**. Sealed bidding, also known as Invitation for Bids (IFB), shall be used for all contracts that exceed the small purchase threshold and that are not competitive proposals or non-competitive proposals, as these terms are defined in this Policy. Under sealed bids, the Agency publicly solicits bids and awards a firm fixed-price contract (lump sum or unit price) to the responsive and responsible bidder whose bid, conforming with all the material terms and conditions of the IFB, is the lowest in price. Sealed bidding is the preferred method for procuring construction, supply, and non-complex service contracts that are expected to exceed $50,000.

**5.3.1 Conditions for Using Sealed Bids.** The Agency shall use the sealed bid method if the following conditions are present: a complete, adequate, and realistic statement of work, specification, or purchase description is available; three or more responsible bidders are willing and able to compete effectively for the work; the contract can be awarded based on a firm fixed price; and the selection of the successful bidder can be made principally on the lowest price.

**5.3.2 Solicitation and Receipt of Bids.** An IFB is issued that includes the specifications and all contractual terms and conditions applicable to the procurement, and a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the solicitation. The IFB must state the time and place for both receiving the bids and the public bid opening. All bids received will be date and time-stamped and stored unopened in a secure place until the public bid opening. A bidder may withdraw the bid at any time prior to the bid opening.

**5.3.3 Bid Opening and Award.** Bids shall be opened publicly. All bids received shall be recorded on an abstract (tabulation) of bids, which shall then be made available for public inspection. If equal low bids are received from responsible bidders, selection shall be made by drawing lots or other similar random method. The method for doing this shall be stated in the IFB. If only one responsive bid is received from a responsible bidder, award shall not be made unless the price can be determined to be reasonable, based on a cost or price analysis.

**5.3.4 Mistakes in Bids.** Correction or withdrawal of bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the IFB prior to the time set for bid opening. After bid opening, corrections in bids may be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, evidence the nature of the mistake, and list the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be

permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made. All decisions to allow correction or withdrawal of a bid shall be supported by a written determination signed by the Contracting Officer. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the Agency or fair competition shall not be permitted.

**5.4 Competitive Proposals.** Unlike sealed bidding, the competitive proposal method, also known as Request for Proposals (RFP), permits: consideration of technical factors other than price; discussion with offerors concerning offers submitted; negotiation of contract price or estimated cost and other contract terms and conditions; revision of proposals before the final contractor selection; and the withdrawal of an offer at any time up until the point of award. Award is normally made on the basis of the proposal that represents the best overall value to the Agency, considering price and other factors, e.g., technical expertise, past experience, quality of proposed staffing, etc., set forth in the solicitation and not solely the lowest price.

**5.4.1 Conditions for Use.** Where conditions are not appropriate for the use of sealed bidding, competitive proposals may be used. Competitive proposals are the preferred method for procuring professional services that will exceed the small purchase threshold. As detailed within Section 7.2.B of HUD Procurement Handbook 7460.8 REV 2, "Only under limited circumstances would construction services be procured by competitive proposals;" accordingly, construction services will most typically be procured utilizing the sealed bid (IFB) or small purchase procedures (QSP).

**5.4.2 Form of Solicitation.** Other than A/E services, developer-related services and energy performance contracting, competitive proposals shall be solicited through the issuance of an RFP. The RFP shall clearly identify the importance and relative value of each of the evaluation factors as well as any subfactors and price. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals until after award. The Agency may assign price a specific weight in the evaluation factors or the Agency may consider price in conjunction with technical factors; in either case, the method for evaluating price shall be established in the RFP.

**5.4.3 Evaluation.** The proposals shall be evaluated only on the factors stated in the RFP. Where not apparent from the evaluation factors,

the Agency shall establish an evaluation plan for each RFP. Generally, all RFPs shall be evaluated by an appropriately appointed evaluation committee. The evaluation committee shall be required to disclose any potential conflicts of interest and to sign a non-disclosure statement. An evaluation report, summarizing the results of the evaluation, shall be prepared prior to award of a contract.

**5.4.4 Negotiations.** Negotiations shall be conducted with all offerors who submit a proposal determined to have a reasonable chance of being selected for award, unless it is determined that negotiations are not needed with any of the offerors. This determination is based on the relative score of the proposals as they are evaluated and rated in accordance with the technical and price factors specified in the RFP. These offerors shall be treated fairly and equally with respect to any opportunity for negotiation and revision of their proposals. No offeror shall be given any information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. A common deadline shall be established for receipt of proposal revisions based on negotiations. Negotiations are exchanges (in either competitive or sole source environment) between the Agency and offerors that are undertaken with the intent of allowing the offeror to revise its proposal. These negotiations may include bargaining. Bargaining includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract or other terms of a proposed contract. When negotiations are conducted in a competitive acquisition, they take place after establishment of the competitive range and are called discussions. Discussions are tailored to each offeror's proposal, and shall be conducted by the contracting officer with each offeror within the competitive range. The primary object of discussions is to maximize the Agency's ability to obtain best value, based on the requirements and the evaluation factors set forth in the solicitation. The contracting officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as technical approach, past performance, and terms and conditions) that could, in the opinion of the contracting officer, be altered or explained to enhance materially the proposer's potential for award. The scope and extent of discussions are a matter of the contracting officer's judgment. The contracting officer may inform an offeror that its price is considered by the Agency to be too high, or too low, and reveal the results of the analysis supporting that conclusion. It is also permissible to indicate to all offerors the cost or price that the Agency's price analysis, market research, and other reviews have identified as reasonable. "Auctioning" (revealing one offeror's price

in an attempt to get another offeror to lower their price) is prohibited.

**5.4.5 Award.** After evaluation of the revised proposals, if any, the contract shall be awarded to the responsible firm whose technical approach to the project, qualifications, price and/or any other factors considered, are most advantageous to the Agency provided that the price is within the maximum total project budgeted amount established for the specific property or activity.

**5.4.6 A/E Services.** The Agency shall contract for A/E services using Qualifications-based Selection (QBS) procedures, utilizing a Request for Qualifications (RFQ). Sealed bidding shall not be used for A/E solicitations. Under QBS procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. QBS procedures shall not be used to purchase other types of services, other than Energy Performance Contracting and Developer services, though architectural/engineering firms are potential sources.

**5.5 Noncompetitive Proposals.**

**5.5.1 Conditions for Use.** Procurement by noncompetitive proposals (sole- or single-source) may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, cooperative purchasing, or competitive proposals, and if one of the following applies:

**5.5.1.1** The item is available only from a single source, based on a good faith review of available sources;

**5.5.1.2** An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the Agency, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any of the other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary simply to meet the emergency;

**5.5.1.3** HUD authorizes the use of noncompetitive proposals; or

**5.5.1.4** After solicitation of a number of sources, competition is determined inadequate.

**5.5.2** **Justification.** Each procurement based on noncompetitive proposals shall be supported by a written justification for the selection of this method. The justification shall be approved in writing by the responsible Contracting Officer. Poor planning or lack of planning is not justification for emergency or sole-source procurements. The justification, to be included in the procurement file, should include the following information:

**5.5.2.1** Description of the requirement;

**5.5.2.2** History of prior purchases and their nature (competitive vs. noncompetitive);

**5.5.2.3** The specific exception in 2 CFR § 200.320(f)(1)-(4) which applies;

**5.5.2.4** Statement as to the unique circumstances that require award by noncompetitive proposals;

**5.5.2.5** Description of the efforts made to find competitive sources (advertisement in trade journals or local publications, phone calls to local suppliers, issuance of a written solicitation, etc.);

**5.5.2.6** Statement as to efforts that will be taken in the future to promote competition for the requirement;

**5.5.2.7** Signature by the Contracting Officer's supervisor (or someone above the level of the Contracting Officer); and

**5.5.2.8** Price Reasonableness. The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing an analysis, as described in this Policy.

**5.6** **Cooperative Purchasing/Intergovernmental Agreements.** The Agency may enter into State and/or local cooperative or intergovernmental agreements to purchase or use common supplies, equipment, or services. The decision to use an interagency agreement instead of conducting a direct procurement shall be based on economy and efficiency. If used, the interagency agreement shall stipulate who is authorized to purchase on behalf of the participating parties

and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. The Agency may use Federal or State excess and surplus property instead of purchasing new equipment and property if feasible and if it will result in a reduction of project costs. The goods and services obtained under a cooperative purchasing agreement must have been procured in accordance with 2 CFR §200.317 through §200.326.

## 6.0 INDEPENDENT COST ESTIMATE (ICE)

**6.1 General.** For all purchases above the Micro Purchase threshold, the Agency shall prepare an ICE prior to solicitation. The level of detail shall be commensurate with the cost and complexity of the item to be purchased.

## 7.0 COST AND PRICE ANALYSIS (CPA)

**7.1 General.** The Agency shall require assurance that, before entering into a contract, the price is reasonable, in accordance with the following instructions.

**7.1.1 Petty Cash and Micro Purchases.** No formal cost or price analysis is required. Rather, the execution of a contract by the Contracting Officer (through a Purchase Order or other means) shall serve as the Contracting Officer's determination that the price obtained is reasonable, which may be based on the Contracting Officer's prior experience or other factors.

**7.1.2 Small Purchases.** A comparison with other offers shall generally be sufficient determination of the reasonableness of price and no further analysis is required. If a reasonable number of quotes are not obtained to establish reasonableness through price competition, the Contracting Officer shall document price reasonableness through other means, such as prior purchases of this nature, catalog prices, the Contracting Officer's personal knowledge at the time of purchase, comparison to the ICE, or any other reasonable basis.

**7.1.3 Sealed Bids.** The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, and when the bid received is substantially more than the ICE, and where the Agency cannot reasonably determine price reasonableness, the Agency must conduct a cost analysis, consistent with federal guidelines, to ensure that the price paid is reasonable.

**7.1.4 Competitive Proposals.** The presence of adequate competition should generally be sufficient to establish price reasonableness.

Where sufficient proposals are not received, the Agency must compare the price with the ICE. For competitive proposals where prices cannot be easily compared among offerors, where there is not adequate competition, or where the price is substantially greater than the ICE, the Agency must conduct a cost analysis, consistent with Federal guidelines, to ensure that the price paid is reasonable.

**7.1.5 Contract Modifications.** A cost analysis, consistent with federal guidelines, shall be conducted for all contract modifications for projects that were procured through Sealed Bids, Competitive Proposals, or Non-Competitive Proposals, or for projects originally procured through Small Purchase procedures and the amount of the contract modification will result in a total contract price in excess of $50.000.

## 8.0 SOLICITATION AND ADVERTISING

### 8.1 Method of Solicitation.

**8.1.1 Petty Cash and Micro Purchases.** The Agency may contact only one source if the price is considered reasonable.

**8.1.2 Small Purchases.** Quotes may be solicited orally, through fax, E-Procurement, or by any other reasonable method.

**8.1.3 Sealed Bids and Competitive Proposals.** Solicitation must be done publicly. The Agency must use one or more following solicitation methods, provided that the method employed provides for meaningful competition.

**8.1.3.1** Advertising in newspapers or other print mediums of local or general circulations and on COMMBUYS. Post in jurisdiction's office at least one week before bids are due.

**8.1.3.2** Advertising in the Central Register.

**8.1.3.3** E-Procurement. The Agency may conduct its public procurements through the Internet using e-procurement systems. However, all e-procurements must otherwise be in compliance with 2 CFR §200.317 through §200.326, State and local requirements, and the Agency's procurement policy.

**8.2 Time Frame.** For purchases of more than $50.000, the public notice should run not less than once each week for two consecutive weeks. (Except jurisdiction's office).

**8.3 Form.** Notices/advertisements should state, at a minimum, the place, date, and time that the bids or proposals are due, the solicitation number, a contact that can provide a copy of, and information about, the solicitation, and a brief description of the needed items(s).

**8.4 Time Period for Submission of Bids.** A minimum of 30 days shall generally be provided for preparation and submission of sealed bids and 15 days for competitive proposals. However, the Executive Director may allow for a shorter period under extraordinary circumstances.

**8.5 Cancellation of Solicitations.**

**8.5.1** An IFB, RFP, or other solicitation may be cancelled before bids/offers are due if:

**8.5.1.1** The supplies, services or construction is no longer required;

**8.5.1.2** The funds are no longer available;

**8.5.1.3** Proposed amendments to the solicitation are of such magnitude that a new solicitation would be best; or

**8.5.1.4** Other similar reasons.

**8.5.2** A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if:

**8.5.2.1** The supplies or services (including construction) are no longer required;

**8.5.2.2** Ambiguous or otherwise inadequate specifications were part of the solicitation;

**8.5.2.3** All factors of significance to the Agency were not considered;

**8.5.2.4** Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;

**8.5.2.5** There is reason to believe that bids or proposals may not have been independently determined in open competition,

may have been collusive, or may have been submitted in bad faith; or

**8.5.2.6** For good cause of a similar nature when it is in the best interest of the Agency.

**8.5.3** The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request.

**8.5.4** A notice of cancellation shall be sent to all bidders/offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.

**8.5.5** If all otherwise acceptable bids received in response to an IFB are at unreasonable prices an analysis should be conducted to see if there is a problem in either the specifications or the Agency's cost estimate. If both are determined adequate and if only one bid is received and the price is unreasonable, the Contracting Officer may cancel the solicitation and either

**8.5.5.1** Re-solicit using an RFP; or

**8.5.5.2** Complete the procurement by using the competitive proposal method. The Contracting Officer must determine, in writing, that such action is appropriate, must inform all bidders of the Agency's intent to negotiate, and must give each bidder a reasonable opportunity to negotiate.

**8.5.6** If problems are found with the specifications, the Agency should cancel the solicitation, revise the specifications and re-solicit using an IFB.

**8.6 Credit (or Purchasing) Cards.** Credit card usage should follow the rules for all other small purchases. For example, the Contracting Officer may use a credit card for Micro Purchases without obtaining additional quotes provided the price is considered reasonable. However, for amounts above the Micro Purchase level, the Contracting Officer would generally need to have obtained a reasonable number of quotes before purchasing via a credit card. When using credit cards, the Agency shall adopt reasonable safeguards to assure that they are used only for intended purposes (for instance, limiting the types of purchases or the amount of purchases that are permitted with credit cards).

## 9.0 BONDING REQUIREMENTS

**9.1 General.** The standards under this section apply to construction contracts that are more than $50,000. There are no bonding requirements for small purchases or for competitive proposals. The Agency may require bonds in these latter circumstances when deemed appropriate; however, non-construction contracts should generally not require bid bonds.

**9.1.1 Bid Bonds.** For construction contracts exceeding $50,000, offerors shall be required to submit a bid guarantee from each bidder equivalent to 5% of the bid price.

**9.1.2 Payment Bonds.** For construction contracts exceeding $50,000, the successful bidder shall furnish an assurance of completion. This assurance may be any one of the following four:

**9.1.2.1** A performance and payment bond in a penal sum of 100% of the contract price; or

**9.1.2.2** Separate performance and payment bonds, each for 50% or more of the contract price; or

**9.1.2.3** A 20% cash escrow; or

**9.1.2.4** A 25% irrevocable letter of credit.

These bonds must be obtained from guarantee or surety companies acceptable to the U. S. Government and authorized to do business in the State of Massachusetts. Individual sureties shall not be considered. U. S. Treasury Circular Number 570 lists companies approved to act as sureties on bonds securing government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies on this circular is mandatory.

## 10.0 CONTRACTOR QUALIFICATIONS AND DUTIES

### 10.1 Contractor Responsibility

**10.1.1** The Agency shall not award any contract until the prospective contractor, i.e., low responsive bidder, or successful offeror, has been determined to be responsible. A responsible bidder/offeror must:

**10.1.1.1** Have adequate financial resources to perform the contract, or the ability to obtain them;

**10.1.1.2** Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all of the bidder's/offeror's existing commercial and governmental business commitments;

**10.1.1.3** Have a satisfactory performance record;

**10.1.1.4** Have a satisfactory record of integrity and business ethics;

**10.1.1.5** Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;

**10.1.1.6** Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and,

**10.1.1.7** Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed LDP.

**10.1.2** If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.

**10.2 Suspension and Debarment.** Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (2 CFR § 200.317 through § 200.326) or by other Federal agencies, e.g., Department of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings. Prior to issuance of a contract, Agency staff shall, as detailed within Section 10.2.H.1 and 10.2.H.2 of HUD Procurement Handbook 7460.8 REV 2, conduct the required searches within the HUD Limited Denial of Participation (LDP) system and the U.S. General Services Administration System for Award Management (SAM) and place within the applicable contract file a printed copy of the results of each such search.

**10.3 Vendor Lists.** All interested businesses shall be given the opportunity to be included on vendor mailing lists. Any lists of persons, firms, or products which are used in the purchase of supplies and services (including construction) shall be kept current and include enough sources to ensure competition.

## 11.0 CONTRACT PRICING ARRANGEMENTS

**11.1 Contract Types.** Any type of contract that is appropriate to the procurement and that will promote the best interests of the Agency may be used, **provided the cost -plus-a-percentage-of-cost and percentage-of-construction-cost methods are not used**. All solicitations and contracts shall include the clauses and provisions necessary to define the rights and responsibilities of both the contractor and the Agency. For all cost reimbursement contracts, the Agency must include a written determination as to why no other contract type is suitable. Further, the contract must include a ceiling price that the contractor exceeds at its own risk.

**11.2 Options.** Options for additional quantities or performance periods may be included in contracts, provided that:

**11.2.1** The option is contained in the solicitation;

**11.2.2** The option is a unilateral right of the Agency;

**11.2.3** The contract states a limit on the additional quantities and the overall term of the contract;

**11.2.4** The options are evaluated as part of the initial competition;

**11.2.5** The contract states the period within which the options may be exercised;

**11.2.6** The options may be exercised only at the price specified in or reasonably determinable from the contract; and

**11.2.7** The options may be exercised only if determined to be more advantageous to the Agency than conducting a new procurement.

## 12.0 CONTRACT CLAUSES

**12.1 Contract Pricing Arrangements.** All contracts shall identify the contract pricing arrangement as well as other pertinent terms and conditions, as determined by the Agency.

**12.2 Required Forms.** Additionally, the forms HUD-5369; 5369-A; 5369-B; 5369; 5370; 5370-C (Sections I and II); 51915; and 51915-A, which contain all HUD-required clauses and certifications for contracts of more than $3,000, as well as any forms/clauses as required by HUD for small purchases, shall be used, as applicable, in all corresponding solicitations and contracts issued by the Agency.

**12.3 Required Contract Clauses:** The Agency shall ensure that each contract executed by the Agency contains the required contract clauses detailed within 2 CFR § 200.326 and Appendix II.

## 13.0 CONTRACT ADMINISTRATION

**13.1 General.** The Agency shall maintain a system of contract administration designed to ensure that contractors perform in accordance with their contracts. These systems shall provide for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on major projects including construction contracts, and similar matters. For cost-reimbursement contracts, costs are allowable only to the extent that they are consistent with the cost principles in HUD Handbook 2210.18.

## 14.0 SPECIFICATIONS

**14.1 General.** All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying the Agency's needs. Specifications shall be reviewed prior to issuing any solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Function or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

**14.2 Limitation.** The following types of specifications shall be avoided:

**14.2.1** Geographic restrictions not mandated or encouraged by applicable Federal law (except for A/E contracts, which may include geographic location as a selection factor if adequate competition is available);

**14.2.2** Brand name specifications (unless the specifications list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use).

Nothing in this procurement policy shall preempt any State licensing laws. Specifications shall be reviewed to ensure that organizational conflicts of interest do not occur.

## 15.0 APPEALS AND REMEDIES

**15.1 General.** It is Agency policy to resolve all contractual issues informally and without litigation. Disputes will not be referred to HUD unless all administrative

remedies have been exhausted. When appropriate, a mediator may be used to help resolve differences.

**15.2 Informal Appeals Procedure.** The Agency shall adopt an informal bid protest/appeal procedure for contracts of $50,000or less. Under these procedures, the bidder/contractor may request to meet with the appropriate Contract Officer.

**15.3 Formal Appeals Procedure.** A formal appeals procedure shall be established for solicitations/contracts of more than $50,000.

**15.3.1 Bid Protest.** Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this policy. Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the contract receives notice of the contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant.

**15.3.2 Contractor Claims.** All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to the next higher level of authority in Agency. Contractor claims shall be governed by the Changes clause in the relevant form HUD-5370.

## 16.0 ASSISTANCE TO SMALL AND OTHER BUSINESSES

**16.1 Required Efforts.** Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, all feasible efforts shall be made to ensure that small and minority-owned businesses, women's business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of the Agency's project are used when possible. Such efforts shall include, but shall not be limited to:

**16.1.1** Including such firms, when qualified, on solicitation mailing lists;

**16.1.2** Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;

**16.1.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

**16.1.4** Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

**16.1.5** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

**16.1.6** Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR §135 (so-called Section 3 businesses); and

**16.1.7** Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

**16.2 Goals.** Shall be established periodically for participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in Agency prime contracts and subcontracting opportunities.

**16.3 Definitions.**

**16.3.1** A small business is defined as a business that is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR §121 should be used to determine business size.

**16.3.2** A minority-owned business is defined as a business that is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

**16.3.3** A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

**16.3.4** A "Section 3 business concern" is as defined under 24 CFR §135.

**16.3.5** A labor surplus area business is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the DOL in 20 CFR § 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

## 17.0 BOARD APPROVAL OF PROCUREMENT ACTIONS

**17.1 Authority.** The Board appoints and delegates procurement authority to the Executive Director (ED) in the amount not to exceed $50,000and is responsible for ensuring that any procurement policies and procedures adopted are appropriate for the Agency. All procurements that exceed $50,000must have approval from the Board prior to award and/or contract execution.

## 18.0 DELEGATION OF CONTRACTING AUTHORITY

**18.1 Delegation.** While the ED is responsible for ensuring that the Agency's procurements comply with this Policy, the ED may delegate in writing all procurement authority as is necessary and appropriate to conduct the business of the Agency.

**18.2 Procedures.** Further, and in accordance with this delegation of authority, the ED shall, where necessary, establish operational procedures (such as a procurement manual or standard operating procedures) to implement this Policy. The ED shall also establish a system of sanctions for violations of the ethical standards described in Section 3.0 herein, consistent with Federal, State, or local law.

## 19.0 DOCUMENTATION

**19.1 Required Records.** The Agency must maintain records sufficient to detail the significant history of each procurement action. These records shall include, but shall not necessarily be limited to, the following:

**19.1.1** Rationale for the method of procurement (if not self-evident);

**19.1.2** Rationale of contract pricing arrangement (also if not self-evident);

**19.1.3** Reason for accepting or rejecting the bids or offers;

**19.1.4** Basis for the contract price (as prescribed in this handbook);

**19.1.5** A copy of the contract documents awarded or issued and signed by the Contracting Officer;

**19.1.6** Basis for contract modifications; and

**19.1.7** Related contract administration actions.

**19.2 Level of Documentation.** The level of documentation should be commensurate with the value of the procurement.

**19.3 Record Retention.** Records are to be retained for a period of three years after final payment and all matters pertaining to the contact are closed.

## 20.0 DISPOSITION OF SURPLUS PROPERTY

**20.1 General.** Property no longer necessary for the Agency's purposes (non-real property) shall be transferred, sold, or disposed of in accordance with applicable Federal, state, and local laws and regulations.

## 21.0 FUNDING AVAILABILITY

**21.1 General.** Before initiating any contract, the Agency shall ensure that there are sufficient funds available to cover the anticipated cost of the contract or modification.

## 22.0 SELF-CERTIFICATION

**22.1 General.** The Agency self-certifies that is has made a good faith effort to ensure that this Procurement Policy, and the Agency's procurement system, complies with all applicable Federal regulations and, as such the Agency is exempt from prior HUD review and approval of individual procurement action.

## 23.0 Initial Adoption of Policy and Revisions

**23.1 General.** January 18, 2012 Initial Adoption of Policy

**23.2** March 21, 2012 - Increase Micro Purchase threshold from $1,000 to $2,000

**23.3** August 20, 2014 – Increase Supplies & Services threshold from $25,000 to $35,000

**23.4** July 1, 2015 – Corrections made to Goods and Services Advertising

**23.5** November 16, 2016 – Changes to advertising and Increase threshold from $35,000 to $50,000

CHELMSFORD HOUSING AUTHORITY

This is an important notice. Please have it translated.
Este es un aviso importante. Por favor, tradúzcalo.
这是一个重要的通知。请翻译一下。
Đây là một thông báo quan trọng. Xin vui lòng có nó dịch.
នេះជាការជូនដំណឹងដ៏សំខាន់។ សូមប្រែសម្រួល។
nih chea kar choundamnoeng da saamkhan. saum bre samruol.
Este é um aviso importante. Por favor, traduza.

# CHELMSFORD HOUSING AUTHORITY GRIEVANCE PROCEDURE

The Chelmsford Housing Authority Grievance Procedures shall be applicable to all individual grievances as defined in 1-A hereof between the tenant and the Chelmsford Housing Authority, except for eviction or termination of tenancy, based upon non-payment of rent of a tenant's creation or maintenance of a threat to the health or safety of other tenants or Chelmsford Housing Authority employees.

The Chelmsford Housing Authority Grievance Procedure shall not be applicable to disputes between tenants not involving the Chelmsford Housing Authority or to class grievances.

The Chelmsford Housing Authority Procedure shall be posted in the community area and copies will be maintained in the central office.

**Part A**

## 1. General Overview

A. Department of Housing and Community Development (DHCD) regulations (760 CMR 6.08) require each local housing Authority (LHA) to have a grievance procedure of which the purpose shall be the prompt and reliable determination of grievances. The procedure must be available to state-aided public housing tenants, participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP), and to individuals who file appeals pursuant to 760 CMR 8.00.

B. A grievance is defined as: (1) an allegation that an LHA or an LHA employee has acted or failed to act in accordance with the tenant's lease or any statute, regulation, or rule regarding the conditions of tenancy and the alleged action or failure to act has adversely affected the status, rights, duties or welfare of the grievant and/or household member; (2) an allegation that an LHA or and LHA employee has acted or failed to act in accordance with any statute, regulation, or rule regarding the program and that the alleged action or failure to act has adversely affected the status, rights, duties or welfare of the grievant or a household member; or (3) an appeal by a data subject pursuant to 760 CMR 8.00.

C. The meaning of a statute, regulation or rule shall not be the subject of a grievance. A dispute between a Tenant and another tenant or household member, in which the LHA is not involved, shall not be the subject of a grievance. A grievance shall not be filed by a tenant on behalf of another tenant or any household member of another tenant.

## 2. Informal Meeting with Representatives

A. Requesting and Scheduling an Informal Hearing

In lieu of a formal grievance meeting, a request for an informal hearing must be made in writing and delivered to CHA either in person or by first-class mail, by the close of the business day, no later than 10 business days from the date of CHA's notification of denial of admission. CHA will schedule and send written notice of the informal hearing within 10 business days of the family's request.

B. Conducting an Informal Hearing

The informal hearing will be conducted by a person other than the one who made the decision under review, or a subordinate of this person. The applicant will be provided an opportunity to present written or oral objections to the decision of CHA. The person conducting the informal hearing will make a determination on the merits of the evidence presented at the hearing.

C. Informal Hearing Decision

CHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal hearing, to the applicant and his or her representative, if any. If the informal hearing decision overturns the denial, processing for admission will resume. If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be so notified.

**3. <u>Initiation of a Grievance with Panel</u>**

A. A grievance regarding whether good cause exists for terminating a lease shall be initiated by a tenant, in writing, and shall be mailed (postmarked) or delivered to the LHA at its main office within seven (7) days after a notice of lease termination has been given to the tenant by the LHA.

B. A grievance regarding whether cause exists for terminating participation in the MRVP or AHVP shall be initiated by a program participant, in writing, and shall be mailed (postmarked) or delivered to the LHA at its main office within seven (7) days after a notice of program termination has been given to the tenant by the LHA.

C. A grievance regarding some other matter shall be initiated by a grievant in writing and shall be mailed (postmarked) or delivered to the LHA at its main office no more than fourteen (14) days after the date on which the grievant first became aware of the subject matter of the grievance, provided the LHA shall have discretion to permit a grievance to be initiated late.

D. In the event that a tenant files a grievance as to the amount of a redetermined rent within fourteen (14) days of the LHA's notice of the redetermined rent, the tenant shall continue to pay the rent then in effect (unless the redetermined rent is lower) until final disposition of the grievance. Upon final disposition of the grievance, the tenant shall pay any additional amounts determined to have been due but not paid since the effective date set out in the notice of

redetermined rent or the LHA shall credit the tenant with any amounts paid but determined not to have been due.

E. The LHA shall permit additional time for initiation of a grievance if the LHA shall find that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the LHA. The LHA shall have available forms on which a grievance may be initiated.

**4. <u>Right to a Hearing</u>**

A. The LHA's hearing panel shall conduct hearings on grievances filed by a public housing tenant, a program participant, or a data subject concerning a grievable matter, provided that no grievance hearing regarding whether good cause exists for terminating a lease shall be requested or held under any of the circumstances specified in MGL c. 121B S32, including the following circumstances:

(1) in the event of non-payment of rent:
(2) in the event the LHA has reason to believe that tenant or household member:

a. has unlawfully caused serious physical harm to another tenant or employee of the CHA or any other person lawfully on the LHA's property;
b. has unlawfully threatened to cause serious physical harm to any member of a tenant household or an LHA employee or any person lawfully on the LHA's property;
c. has unlawfully destroyed, vandalized or stolen property of any member of a tenant household or of the LHA or of any person lawfully on the LHA's property, if such conduct involved a serious threat to the health or safety of any such person;
d. has unlawfully possessed, carried or kept a weapon on or adjacent to the LHA's property in violation of MHL c.269 S10;
e. has unlawfully possessed or used an explosive or incendiary device on or adjacent to LHA's property or has otherwise violated MGL c.266 SS101, 102, 102A or 102B;
f. has unlawfully possessed, sold or possessed with intent to distribute a class A, B or C controlled substance, as defined in MGL, c.94C S31, on or adjacent to the LHA's property;
g. has engaged in other criminal conduct which has seriously threatened or endangered the health or safety of any member of a tenant household, an LHA employee, or any person lawfully on the LHA's property, or
h. has engaged in behavior, which would be cause for voiding the lease pursuant to the provisions of MGL, c139, S19; or

(3) in the event the LHA has reason to believe that a guest of a tenant or a guest of a household member has engaged in any of the behavior listed in subparagraph 4 A (2) and that the tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct.

**5. Hearing Date and Notice of Hearing**

A. The LHA shall schedule of a grievance hearing regarding whether good cause exists for terminating a lease within fourteen (14) days after the date on which the LHA receives the grievance. At such time, the LHA shall set a date for the hearing no more than thirty (30) days from the date of the request for a grievance hearing (or as soon as reasonably practical thereafter) and at least fifteen (15) days prior to the date of termination. The LHA shall give grievant written notice of the date, time and place at least seven (7) days before the hearing. At the grievance hearing any additional reason(s) for termination of the lease, which arose subsequent to the date of the notice of termination, shall be considered so long as the LHA has given written notice to the grievant as to the additional reason)s) not less than three (3) days before the hearing, or, if the additional reason(s) for termination shall have arisen within such three (3) day period, a subsequent session of the hearing may be scheduled on not less than three (3) days notice to consider such reason(s). In lease terminations if grievant is entitled to request a grievance hearing and has made timely request, the LHA shall not file a summary process summons and complaint seeking an eviction pending the hearing and a decision or other resolution in the LHA's favor.

B. A hearing of a grievance regarding an issue other than lease termination shall be scheduled as soon as reasonably possibly convenient following receipt of the grievance. The LHA shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative, if any is known.

C. The LHA or the Presiding Member may reschedule a hearing by agreement of the LHA and the grievant; or upon a showing by the grievant or by the LHA that rescheduling is reasonably necessary.

**6. Pre-Hearing Examination of Relevant Documents**

Prior to a grievance hearing the LHA shall give the grievant or his or her representative a reasonable opportunity to examine LHA documents which are directly relevant to the grievance. Following a timely request, the LHA shall provide copies of such documents to grievant and for good cause (including financial hardship), may waive the charge for the copies.

**7. Persons Entitled to be Present**

The grievance hearing shall be private unless the grievant requests that it be open to the public. If the grievant requests an open hearing, the hearing shall be open to the public unless the Presiding Member of the grievance panel otherwise orders. The LHA and the grievant shall be entitled to

specify a reasonable number of persons who may be present at a private hearing. A challenge to the presence of any such person shall be decided by the Presiding Member. At the grievance hearing, the LHA and the grievant may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct himself or herself in an orderly manner or he or she may be excluded. If the grievant misbehaves at the hearing, the hearing panel by majority vote may take other appropriate measures to deal with the misbehavior including dismissing the grievance.

## 8. Failure to Appear

If the complainant or CHA fails to appear at a scheduled hearing, the hearing panel may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his/her right to a hearing. Both the complainant and CHA must be notified of the determination by the panel. A determination that the complainant has waived his/her right to a hearing will not constitute a waiver of any right the complainant may have to contest CHA's disposition of the grievance in an appropriate judicial proceeding.

If the complainant does not appear at the scheduled time of the hearing, the panel will wait up to 15 minutes. If the complainant appears within 15 minutes of the scheduled time, the hearing will be held. If the complainant does not arrive within 15 minutes of the scheduled time, they will be considered to have failed to appear.

If the complainant fails to appear and was unable to reschedule the hearing in advance, the complainant must contact CHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The panel will reschedule the hearing only if the complainant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict, which seriously affects the health, safety or welfare of the family.

## 9. Procedure at Grievance Hearings

The hearing panel shall conduct the grievance hearing in a fair manner without undue delay. The Presiding Member shall initially take appropriate steps to define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. Both the grievant and the LHA shall be entitled to question each other's witnesses. Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The hearing shall be tape recorded. The panel members may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations LHA rules and policies. The panel members may request the LHA or the grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information.

The tapes of the hearing shall be maintained by the LHA until any applicable appeals have been decided. During that time grievant and or his or her representative may listen to the tapes at the LHA's offices.

**10. Written Decision by the Grievance Panel**

Within fourteen (14) days following the hearing or as soon thereafter as reasonably possible, the hearing panel shall provide the LHA with a written decision on the grievance, describing the factual situation and ordering whatever relief, if any, that shall be appropriate under the circumstances and under applicable laws, regulations, rules and/or policies. The decision shall be made by a vote of at least a majority of the panel members who heard the hearing. The decision shall be based on the information at the grievance hearing and such additional information as may have been provided to the hearing panel at its request. The LHA shall forthwith mail or otherwise deliver a copy of the decision to the grievant and his or her representative if any. A copy of the decision (with names and personal identifiers deleted) shall thereafter be maintained at the LHA and shall be open to public inspection.

**11. Review by the LHA's Board**

In cases where the decision of the hearing panel concerns whether good cause exists for terminating a lease, there shall be no review by the LHA's Board. In other cases, in the event that the grievant or the LHA believes that: (a) the decision of the hearing panel is not supported by the facts; (b) the decision does not correctly apply the terms of the lease or applicable laws, regulations, rules and/or policies; or (c) the subject matter is not grievable, within fourteen (14) days of mailing or other delivery of the decision, the grievant or the LHA may request review of the decision by the LHA's Board. The Board shall promptly decide whether to uphold, set aside or modify the decision after permitting the LHA and grievant to make oral presentations and/or submit documentation. The Board may also permit the hearing panel to make a presentation. The Board's review shall be at an open meeting unless an executive session is warranted pursuant to the Open Meeting Law. The decision of the Board shall be in writing and shall explain its reasoning. If a written decision is not rendered within forty-five (45) days from the date a review is requested, the decision of the Board, when rendered, shall specify a reason showing that there has been no undue delay.

**12. Review by the Department of Housing and Community Development**

In the event that the LHA's Board shall make a material change in a decision of the grievance panel, upon written request of the grievant, made to DHCD within fourteen (14) days of mailing or other delivery of the Boards, decision, DHCD shall review the decision of the Board and shall render a written decision upholding, setting aside or modifying the decision of the Board. DHCD shall mail copies of its decision to the LHA and the grievant or to their attorneys.

**13. Effect of a Decision on a Grievant**

The final decision on a grievance (after any properly requested administrative reviews have been decided) shall be binding between the LHA and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter which has be subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. In the event the hearing panel's decision on a grievance determines that good cause exists for terminating a lease, the LHA may, upon receipt of the decision, file a summary process summons and complaint, and there shall be no review by the Board or DHCD. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the LHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

**Part B** (Option 2 for LHAs without any LTO)

**1. <u>Three Member Hearing Panel</u>**

All grievance hearings and determinations of grievances shall be handled by a three member hearing panel except as otherwise provided herein. Each panel member shall be appointed to serve for a term not to exceed seven years and shall serve all residents of state-aided public housing and all participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP) who hold vouchers administered by the LHA.

The LHA shall from time to time nominate one or more persons to serve as panel member(s) to conduct hearings and to render prompt and reliable written determinations of matters at issue. The LHA shall notify tenants of its nominee(s) for panel member(s) by posting all such nominations on all bulletin boards intended for notices of general interest to tenants. Each nomination shall include a resume of the nominee and the length of the term for which he or she is nominated. Within thirty (30) days after the posting of a nomination ten (10) or more tenants may disapprove the nominee by giving signed written notice to the LHA. A notice of disapproval shall include the specific reason(s) why such tenants disapproved the nominee. In the absence of a disapproval, the nominee shall become a panel member upon written acceptance mailed or delivered to the LHA which shall then post notice thereof. No more than six (6) persons shall serve as panel members at any one time.

Each panel member (including each alternate member) shall annually certify to the LHA in writing that he or she is ready, willing and able to serve; failure to so certify within ten (10) days of receipt of a written request by the LHA shall render the member's position vacant. The LHA may appoint three or more panel members.

**2. <u>Impartiality of the Panel Members</u>**

No panel member or member of his or her family shall have or shall appear to have any direct personal or financial interest in the outcome of any matter before him or her. No member shall be related by blood or marriage to any party or any person who gives evidence as to facts which are disputed by the parties. No member may determine matters which directly concern his or her

own housing or the housing of a family member or his or her own status of a family member in that housing. Each member of the hearing panel shall determine any matter at issue impartially and objectively on the basis of the evidence and applicable law. Any member of a hearing panel who shall be or shall appear to be unable to determine any matter impartially and objectively shall remove himself or herself as a member of the hearing panel, or, if he or she fails to do so, shall be removed from the hearing panel by the Presiding Member upon the written objection by the LHA or the tenant who requested the hearing. Any member of a hearing panel who shall willfully obstruct prompt and reliable determination of any matter before the panel shall be removed from the panel for that hearing by the Presiding Member upon such an objection.

**3. Removal of a Panel Member**

A member of the hearing panel may be permanently removed from office at any time for inefficiency, neglect of duty, willful and material delay of proceedings, bias or partiality. The LHA may remove a member of the hearing panel after notice to the member and the opportunity for him or her to be heard.

**4. Appointment of Interim Hearing Officer**

If there shall not be three panel members able and willing to serve for one or more pending matters and if use of the appointment process in Part B, section 1 of this grievance procedure would likely cause significant delay with potential adverse consequences to either the LHA or the grievant, the matter may be heard by two panel members or, if there shall not be two panel members able and willing to serve, the LHA mat request that an interim hearing officer be named by DHCD. Such a request shall be in writing and shall specify the reason for the request. Notice of the request shall be posted, and tenants shall be given a reasonable opportunity to comment to DHCD about the request. If DHCD finds there to be a reasonable need for an interim hearing officer, DHCD shall name an interim hearing officer. DHD may name a previously disapproved nominee to serve as interim hearing officer if it finds that the stated reasons for disapproval did not constitute good and sufficient cause for disapproving the nominee.

An interim hearing officer shall have all the powers and duties of the hearing panel and shall serve in the pending matters for which he or she was appointed. An interim hearing officer may be nominated by the LHA to be a panel member in the manner set out herein.

**5. Designation of a Presiding Member**

A majority of the panel members shall designate in writing one member to be the Presiding Member, who shall preside at grievance hearings or shall designate some other member to do so if he or she shall be absent. The Presiding Member shall designate the members who will serve on the hearing panel for each grievance hearing. A majority of the members may designate in writing a different Presiding Member at any time. Written notice of the designation of a Presiding Member shall be given to the LHA.

**6. Scheduling**

The LHA shall be responsible for scheduling and other administrative matters, including all necessary notices. The LHA shall consult each panel member designated for a grievance hearing and insofar as reasonably possible shall schedule hearings at times convenient for him or her.

**7. Quorum**

Reasonable efforts shall be made to have a three member panel hear and decide each grievance. If a panel member without adequate notice to the LHA fails to appear on a scheduled hearing date, two members may hear and decide the matter. If a panel member removes himself or herself or is removed after a grievance hearing has been held on a grievance, the remaining member(s) may render a decision on the grievance.

CHELMSFORD HOUSING AUTHORITY

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nih chea kar choundamnoeng da saamkhan. saum bre samruol.
Este é um aviso importante. Por favor, traduza.

# Cash Management Policy

The Chelmsford Housing Authority (CHA) receives payments on a regular basis for the following items:

1.) Rent
2.) Back rent
3.) Security deposits
4.) Special charges such as disposal fees lock out fees, additional key fees, etc.
5.) Meals Programs
6.) Miscellaneous

As we have multiple office locations, we recognize that cash can be collected at most of our developments and offices to ensure that residents have the opportunity to make their payments in a timely fashion. Understanding this, we have adopted the following policy to ensure that there is a separation of duties/responsibilities and safeguards to reduce any possible loss.

When receiving cash payments for everything except meals:

Receipts

Issuance of a receipt from a three-part, numbered receipt book is mandatory. The name of the account that is to be credited, the current date, the amount received and the reason for the payment shall be recorded in the receipt book. The original receipt shall be provided to the resident, the second copy shall be secured with the cash and the third shall remain in the book. Each site will have one receipt book. The Finance Department will note the receipt numbers issued from each site; if numbering is off, Finance will follow up directly with the site to investigate what occurred.

Securing of Cash Before Transfer to Finance

All cash received shall be placed in a locking bank bag and secured in a locked cabinet. If the amount is less than $100, the cash may remain there for no more than five business days. After such time, the funds must be sent over to Finance.

Cash Limits and Transfer to Finance

All funds under $500 will be placed in a locked bank bag and retrieved at the daily Finance interoffice pickup. If over $500, the payment shall be delivered by the Executive Director, Deputy Director or other Staff Member (designated by the ED or DD) to the Finance Department within 24 business hours. Until the time of delivery, the funds will locked in the safe in the main office. Anyone delivering the funds to the Finance Department will not have access to the key that unlocks the interoffice bag. Finance will deposit funds in excess of $100 within 24 business hours and return the locking bank bag to the main office.

CHELMSFORD HOUSING AUTHORITY

Payment of Meals

Small cash payments are received on a daily basis for the meals programs at many of our locations. When receiving cash for the meals programs, the resident's name will be recorded on the sign-up sheet reflecting the number of meals paid for. The meals program allows for payment up to four weeks in advance. If a resident pays for the next four weeks of meals, his or her name will be recorded on four sign-up sheets indicating how much has been paid. A copy of this list will be provided to the team providing the meals and a copy will be attached to the funds sent over to the Finance Department. The meals provider will also confirm the number of residents who attended. Reconciliation of all three components –cash received, number of residents who signed up and number of attendees – will be done by the Finance Department. This will provide a checks-and-balances system for funds received, meals provided and amount paid to vendor. If there is a discrepancy greater than $25, the Deputy Director and/or Executive Director will be notified by the Finance Department.

Cash collected from on-site meals programs will be dropped off to the Finance Department weekly as part of the transfer of funds to Finance or separately by the on-site meals coordinator unless the amount exceeds the $100 threshold. Funds in excess of $100 will be placed in a locked bank bag and delivered to Finance within 24 hours.

Large Payments of Cash

If a tenant, participant or another party attempts to make a large cash payment (over $500), he or she will be asked to deliver those funds directly to the CHA Main Office at 10 Wilson Street, Chelmsford, MA. If this is not possible, the on-site management team shall secure the signature of a third party on the receipt to confirm the amount collected. An email shall be sent immediately after receipt of these funds to the Finance Department and copied to the Executive Director. Those funds must be in a locked bag or other secured method and either delivered to the Finance Office or picked up by a designated member of the Finance Department. Finance Department will deposit these funds within 24 business hours.

# CHELMSFORD HOUSING AUTHORITY

## Performance Management Review (PMR) Report

## Fiscal Year End 6/30/2024

*For a detailed report of the Performance Management Review (PMR), please contact the Local Housing Authority

# Executive Office of Housing and Livable Communities (EOHLC)

## PMR Desk Audit Ratings Summary Official Published PMR Record

**For a detailed report of the Performance Management Review (PMR), please contact the Local Housing Authority**

| | |
|---|---|
| Housing Authority | CHELMSFORD HOUSING AUTHORITY |
| Fiscal Year Ending | Jun 2024 |
| Housing Management Specialist | Thomas Lee |
| Facilities Management Specialist | Bob Arsenault |

| Criteria | Score/Rating | | | |
|---|---|---|---|---|
| | **Management** | | | |
| | **c.667** | **c.705** | **c.200** | **Cumulative** |
| Occupancy Rate | No Findings | No Findings | Not Applicable | No Findings |
| | **c.667** | **c.705** | **c.200** | **Cumulative** |
| Tenant Accounts Receivable (TAR) | No Findings | Corrective Action | Not Applicable | Operational Guidance |
| Board Member Training | No Findings | | | |
| Certifications and Reporting Submissions | No Findings | | | |
| Annual Plan | No Findings | | | |
| | **Financial** | | | |
| Adjusted Net Income | No Findings | | | |
| Operating Reserves | No Findings | | | |

Report Date: 10/31/2024 13:37:33

# EXECUTIVE OFFICE OF HOUSING AND LIVABLE COMMUNITIES (EOHLC)
## Staff Certification & Training Rating

| | |
|---|---|
| LHA Name | CHELMSFORD HOUSING AUTHORITY |
| FYE | Jun 2024 |
| HMS Name | Thomas Lee |
| FMS Name | Bob Arsenault |

| Criteria | Rating |
|---|---|
| Staff Certification and Training | No Findings |

Report Date: 10/31/2024 13:37:33

# EXECUTIVE OFFICE OF HOUSING AND LIVABLE COMMUNITIES (EOHLC)
# CFA Submission

| | |
|---|---|
| LHA Name | CHELMSFORD HOUSING AUTHORITY |
| FYE | Jun 2024 |
| HMS Name | Thomas Lee |
| FMS Name | Bob Arsenault |

## CFA Submission

Rating: No Findings

Recommendations: 1. No Recommendations

# EXECUTIVE OFFICE OF HOUSING AND LIVABLE COMMUNITIES (EOHLC)
# PMR Desk Audit Recommendations Report

| | |
|---|---|
| LHA Name | CHELMSFORD HOUSING AUTHORITY |
| FYE | Jun 2024 |
| HMS Name | Thomas Lee |
| FMS Name | Bob Arsenault |

## Occupancy

Rating All: No Findings
Rating 667: No Findings
Rating 705: No Findings
Rating 200: Not Applicable

1. No Recommendations

## Tenant Accounts Receivable (TAR)

Rating All: Operational Guidance
Rating 667: No Findings
Rating 705: Corrective Action
Rating 200: Not Applicable

1. CHA provided detailed information regarding rent arrears at the 705s documenting the lease violations regarding rent and the actions being taken

## Board Member Training

Rating: No Findings

1. No Recommendations

## Certifications and Reporting Submissions

Rating: No Findings

1. No Recommendations

## Annual Plan Submission

Rating: No Findings

1. No Recommendations

## Adjusted Net Income/Revenue

Rating: No Findings

### Revenue

1. No Recommendations

### Expense

#### Salaries

1. No Recommendations

#### Legal

1. No Recommendations

#### Utilities

1. No Recommendations

#### Maintenance

1. No Recommendations

#### Other

1. No Recommendations

## Operating Reserve

Rating: No Findings

1. No Recommendations

# EXECUTIVE OFFICE OF HOUSING AND LIVABLE COMMUNITIES (EOHLC)
# CHAMP Close Out Report

| | |
|---|---|
| LHA Name | CHELMSFORD HOUSING AUTHORITY |
| FYE | Jun 2024 |
| HMS Name | Thomas Lee |
| FMS Name | Bob Arsenault |

## CHAMP Criteria 1a

Rating: No Findings

Recommendations: 1. No Recommendations

## CHAMP Criteria 1b

Rating: No Findings

Recommendations: 1. No Recommendations

## CHAMP Criteria 1c

Rating: No Findings

Recommendations: 1. No Recommendations

## CHAMP Criteria 2a

Rating: No Findings

Recommendations: 1. No Recommendations

## CHAMP Criteria 2b

Rating: No Findings

Recommendations: 1. No Recommendations

## CHAMP Criteria 3a

Rating: No Findings

Recommendations: 1. No Recommendations

## CHAMP Criteria 3b

Rating: No Findings

Recommendations: 1. No Recommendations

## CHAMP Criteria 3c

Rating: No Findings

Recommendations: 1. No Recommendations

# EXECUTIVE OFFICE OF HOUSING AND LIVABLE COMMUNITIES (EOHLC)
# PMR Physical Condition Report

**For any questions on your FMS PMR Ratings, please contact your FMS.**

| | |
|---|---|
| LHA Name | CHELMSFORD HOUSING AUTHORITY |
| FYE | Jun 2024 |
| HMS Name | Thomas Lee |
| FMS Name | Bob Arsenault |

Criteria 1: 100% of units inspected during FYE under review

Rating: No Findings

Recommendations: 1. No Recommendations

Criteria 2: Unit inspection Reports create, track, and report Work Orders for inspection repairs, and Work Orders are completed within 30 days or added to DM/CIP

Rating: No Findings

Recommendations: 1. No Recommendations

Criteria 3: Unit Inspection Reports accurately reflect necessary repairs

Rating: No Findings

Recommendations: 1. No Recommendations

Criteria 4: Work Orders created for every vacancy and completed within 30 days (or waiver requested)

Rating: No Findings

Recommendations: 1. No Recommendations

Criteria 5: Vacancy Turnover Work Orders accurately reflect necessary repairs

Rating: No Findings

Recommendations: 1. No Recommendations

Criteria 6: LHA Preventive Maintenance Plan accurately reflects all necessary work to maximize life of LHA components

Rating: No Findings

Recommendations: 1. No Recommendations

Criteria 7: All emergency work orders are created, tracked, reported and completed within 48 hours

Rating: No Findings

Recommendations: 1. No Recommendations

Criteria 8: All requested work orders are created, tracked, reported and completed within 14 days or added to DM/CIP

Rating: No Findings

Recommendations: 1. No Recommendations

**Health & Safety Deficiencies**

Inspection reports were provided to the LHA at the time of the EOHLC site visit. There were no Health and Safety deficiencies identified during the PMR Inspection.