

**BARDWELL HOUSE  
142 MERCHANTS ROW  
RUTLAND, VT 05701  
(802) 775-1100**

Owners:

Bardwell House Associates  
7 Tozer Road  
Beverly, MA 01915

Management Agent:

EP Management Corporation  
7 Tozer Road  
Beverly, MA 01915

**A WORD OF WELCOME . . .**

We are happy that you have chosen the Bardwell House as your home.

We realize that one of our most important duties is to make living here as comfortable and convenient as possible. You will find that your neighbors are most congenial and cooperative about respecting the rights and privileges of others. They join us in asking that you do the same.

This handbook will be helpful in planning your move and will provide necessary information about our management program. We hope that all residents will take the greatest pride in their own apartments and in the appearance and operation of the entire building.

The following information should answer most questions about the services and facilities at the Bardwell House. If you have other questions, please let us know.

**Please note that this booklet is a part of your lease, therefore is a legal document. Please keep it for your reference. This booklet was prepared in 1984, revised in December 1985, September 1989, January 1999, January 2000, and March 2013, and the information may be subject to change when deemed necessary or appropriate by management.**

Welcome to your new Home!

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## **Moving to the Bardwell House**

### **Moving In**

Our goal is to make your move to the Bardwell House as effortless as possible. Please schedule your move-in date and time with the management office.

Access to the building for the purpose of moving is at the rear of the building and at the ramp on Washington Street. If you are having furniture or other large items delivered, make arrangements with the management office in advance for receiving delivery. Moving and delivery of large items will not be permitted through the front entrance of the building.

It is the responsibility of each individual tenant to dispose of all moving materials (such as large boxes, crates, and barrels) in the dumpster located at the rear of the building.

### **Telephone**

At least one week before moving, be sure to call the telephone business office to arrange for service and an explanation of all charges. In a one-bedroom apartment, there are two phone jacks: one in the living room and one in the bedroom. In an efficiency apartment, there is **one** phone jack in the living room/bedroom.

### **TV Hook-Up/Cable**

A hook-up for cable TV is located in the living room of your apartment. To have your cable turned on, schedule an appointment with Comcast to arrive during regular management office hours. It will be necessary for you to be present when the cable installer arrives.

### **Electricity**

Electricity is included as part of your monthly rental, except for electrical usage of unusual appliances (i.e. air conditioners, additional freezers, etc.). Please contact the management office if you have any additional appliances. We appreciate your cooperation in following the normal guidelines for conserving electricity.

### **Air Conditioner Policy**

Air conditioners (ACs) may be installed in your apartment for use in the summer months. A written request is required each year prior to installation of your air conditioner.

#### **The unit must not exceed 8,500 BTU's.**

We encourage that all installations be made by maintenance personnel to ensure proper installation and to prevent damage to the window frames and caulking. If installation is performed by anyone else, please call the office to have your air conditioner inspected. You will be held responsible for any damage resulting if someone other than E.P. Management staff installs your air conditioner. In any case, you must request written permission prior to installation.

An installation fee of \$30.00 (which also covers removal in the fall and storage for the winter) is due at the time of installation. You will be required at that time to pay a \$30.00 monthly fee per AC unit for the added electricity use. For any month in which your air conditioner is still in place, the \$30.00 fee will be due in advance when you pay your monthly rent. *No adjustments can be made for partial months or periods of time when your air conditioner may be in place but not in use.*

### **Locks and Keys**

We provide you with two sets of keys on the day of your scheduled move-in. You will receive four keys: two keys to your apartment, which also unlock your mailbox; and two keys to the front entry door. Additional keys may be ordered through the management office. There will be a charge for additional keys and replacement of lost keys.

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Lock Change

\$50.00

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### **Mailboxes**

The mailboxes are located in the main lobby on the second floor, adjacent to the elevator and the rear entry door of the building. Your apartment key opens your mailbox. For your convenience, there is an outgoing mailbox located in this area; pick up is scheduled on a regular basis.

Do not forget to fill out a "change of address" card to begin receiving your mail in a timely manner.

### **Insurance**

It is recommended that you obtain a tenant/renter's policy which will give you broad coverage for damage caused by fire and water and for personal liability claims. Management is not responsible for damage to your personal belongings or vehicles. Be sure that your renter's insurance policy covers temporary housing should your apartment be deemed uninhabitable. Management is not required to provide temporary housing.

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## **Management Office Information**

### **Management Office**

The management office is open Monday through Friday from 8:30 a.m. to 4:00 p.m. Notices will be posted on the main office doors when closed for holidays or other reasons. Feel free to stop by the office if you have something to discuss with a member of staff. If possible, call 775-1100 for an appointment so that time can be set aside especially for you. You may call the office and leave a message at any time. Please do not call staff members at their homes.

### **Rental Payments**

Your rent is due on or before the first of each month. We do realize, however, that some residents will not be able to pay rent until their social security or pension check arrives.

Your check or money order should be made out to **Bardwell House** and include your apartment number on the face of your check. If you are on vacation or away for any reason, your rental payment is still expected to be on time. We cannot accept cash payment for rent. Rent is to be paid directly to the management office and placed in the mail slot next to the office door. Rent is considered delinquent after the 5<sup>th</sup> of the month. There will be a charge if your rent is not paid by the 5<sup>th</sup>. Please note that there will be a charge if your rent payment is returned to us for insufficient funds.

If you are unable to pay your rent on time due to unforeseen circumstances, please discuss your situation with the property manager.

We do not accept post-dated checks, nor do we hold checks for any reason. If your check is post-dated and we deposit it, you will be responsible for any and all bank fees, and all processing fees.

**Management Office Charges:**

Late rental payment administrative processing fees (rent due by 5 <sup>th</sup> of month)	
If not paid within 30/31 days: Charge per month	Up to \$31.00
Returned check (from bank) fee	\$25.00 per check

**Risk Management Policy**

The safety and well-being of the residents and employees of the Bardwell House are of utmost importance. Risk management procedures will be established and maintained to ensure that the highest level of safety is provided for all.

It is the intention of E.P. Management to abide by applicable laws and regulations which govern the health and safety of residents, visitors, and property. Risk management techniques and methods will be employed where feasible to prevent or control losses which may threaten the health and well-being of those management services.

Risk management is the responsibility of all levels of management. Management and staff shall make efforts feasible to ensure that the optimal level of safety is provided. Through the continued administration of this risk management policy and the cooperation and support of staff and residents, E.P. Management will make risk management a priority.

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**Maintenance Policies and Inspections**

**Service Request Procedure**

Should you require maintenance work or repairs, please notify the management office. This allows us to schedule our work more efficiently. Do not approach maintenance personnel directly. Ordinarily, requests will be attended to within 24 hours. Work will be performed during regular business hours, Monday through Friday (8:30 a.m. to 4:30 p.m.) with the exception of emergencies.

There are Maintenance Request Forms, for non-emergency requests, located on the table between the kitchen and the dining room. Fill out the request form and drop it in the mail slot near the main office.

**Do not** attempt to make any repairs yourself, as you will be charged for the cost of the repair of any damage you may have caused.

**Emergency Procedures**

In the event of an emergency, when the office is closed, call 775-1100. We have a 24-hour answering service that will handle your call and direct it to the appropriate person. Please give the answering service your name, apartment number, telephone number, and purpose of your call. If your request is not an emergency, please wait to report the problem during regular office hours.

If an emergency occurs in which you must call the police or fire department, if time and safety allow, please notify management of the emergency and who you have called by dialing 775-1100.

## Maintenance Policy

It is management's policy to provide timely professional maintenance by our staff. Generally, in house staff will repair and maintain the property. However, depending on work load, needed expertise, and with respect to major systems, management will contract out work it is unable to perform to qualified insured service providers.

**Work Orders:** a work order will be filled out in the office following a resident request or a discovery of the need for any repair work. Management will retain a copy of all work orders received and place all completed resident generated work orders in the resident file.

**Inspection Generated Work Orders:** Work orders generated by inspection of properties will be processed through the management's work order system. Copies of work performed will be placed in a building work order file.

**Annual Systems Work Orders:** an annual calendar of annual systems checks and maintenance will be utilized for all properties with proper service contractors. All inspection reports will be placed in the building work order file.

**Annual Apartment Inspections:** At least once a year, an inspection will be made of your apartment to ensure that it continues to meet the standards established for the program, to identify repairs or preventative maintenance work which is needed, and to ensure that you are properly maintaining the apartment. Any items during this inspection which are a result of tenant damage will be noted and you will be charged for the repairs.

## Maintenance Classifications

**Ordinary Maintenance:** routine work of keeping building grounds and equipment in a condition that they may be utilized continually at their original/designed capacities for their intended purpose. This classification also covers resident initiated maintenance requests.

**Preventative Maintenance:** methodical inspection is an action taken to avoid or minimize the need for more costly measures at some future time and to avoid costly replacements and lengthy shutdowns.

**Non-Routine Maintenance:** includes extraordinary maintenance, replacement of equipment, betterments, and additions. This maintenance involves expenditures which are usually needed only at relatively long periods of time.

**Response Time and Billing:** It is management's policy to respond to maintenance requests within a seven day period. All emergency maintenance requests will be addressed within a 24-hour period.

Management may charge for items that may need repairing, cleaning, or replacement due to neglect, improper use, or destruction as stated in our lease agreement. Billing rate will be \$35.00 per hour and cost of materials, subject to change. Residents will not be charged for reasonable wear and tear.

Cleaning stoves/ovens	\$35.00
Cleaning refrigerators	\$35.00
Cleaning carpets (cost of machine, materials, labor)	Prices vary
Disposal of large items (sofa, chair, tables, etc.)	Subject to dump fees

### Snow Removal Policy

The safety of our residents is very important to management. Maintenance staff will remove snow from the entrance areas and other common areas within its responsibility. All areas will be treated if required with melting agents after the removal. Ice melt will be available at the entrances for resident use. All snow removal activities will be logged by management' staff after each and every activity

### Light Bulbs

Your apartment is furnished with light bulbs. They will be changed without charge, if they burn out during the first 12 months of your lease. Follow manufacturer's recommendations for safe use. We will change bulbs for the following fees:

Ceiling Fixtures	60 watt maximum	\$3.00 each
Kitchen Ceiling	Fluorescent 40 watt (cool white tube-4")	\$7.00 each
Bathroom (medicine cabinet)	60 watt maximum	\$3.00 each
Bathroom (ceiling heat lamp)	250 watt R-40 (infra-red heat resistant)	\$10.00 each
Refrigerator & Oven	25 watt appliance bulb	\$3.00 each

### Lock-Outs

In the event you get locked out of your apartment during regular office hours, come to the management office and staff will arrange for you to re-enter. Should this occur when then office is closed, call 775-1100. Please note that there will be a charge for lockouts if this service is provided after office hours.

Lost key replacement	\$3.00 per key
Lockouts: after office hours	\$37.50 per incident

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## Apartment Features

### Emergency Medical Call Switch

The bedroom (or living space in the efficient units) and bathroom of your apartment are each equipped with an emergency switch with a pull cord. If an emergency arises, pull the string attached to the switch or flip the switch itself. This will activate an alarm in the corridor, automatically unlock your apartment door, and illuminate a special light outside your door, alerting your neighbors that you need assistance.

The string to the switch should hang freely and not be wrapped or tied around the switch; as it must be allowed to hang at least six inches from the floor. In addition, DO NOT block the pull cord with furniture or other items.

Do not use the emergency call switch for service requests. **USE** the call switch if you are ill or need assistance. Please be aware that this system is NOT tied into other emergency services. To contact the police or ambulance services, please dial 911 from the nearest telephone, or have someone call for you.

The alarm system is operable at all times. If your switch or pull cord are in need of repair, please call the office at 775-1100.

### Smoke/Carbon Monoxide and Heat Detectors

Each apartment is equipped with a Photoelectric Smoke/Carbon Monoxide and Heat Detector. This detector will sound an alarm if there is an excess of smoke and heat. If smoke from cooking has set off the detector, wave a magazine back and forth rapidly to fan fresh air in. The alarm will continue to sound until cleared with fresh air. Do not open



your apartment door because the smoke will go into the hall and set off the alarm to the Fire Department.

Under no circumstances should you disconnect the smoke detector. **This is a violation of Vermont State Fire Code. There is a fine.** Disconnecting smoke and heat detectors is absolutely prohibited and may be cause for eviction.

If the heat detector sounds an alarm, vacate your apartment immediately and close the door behind you. Proceed to the nearest stairwell to wait for further instructions.

### **Thermostat**

To operate your thermostat, adjust the dial to the desired setting. We suggest that while you are in the apartment during the day, set it at 3; at night for sleeping, set it at 2. If you leave the apartment for any length of time, please set the dial to 1.

### **Appliances**

Your apartment is equipped with modern appliances and equipment. They will last long and work efficiently if you use them properly. Carefully read the operating manuals for the refrigerator and range. Keep the manuals handy for easy reference. If you have questions or problems, contact the management office.

### **Circuit Breakers**

The circuit breaker box is located inside your apartment. To reset the individual circuit breaker, push the switch to on; if it is on, push the switch to off, then on again. If this action does not correct the problem, please call the management office as this may require a repair person or indicate a faulty appliance. Circuit breaker boxes must not be obstructed or covered.

### **Bathroom & Kitchen Outlets**

The electrical outlets in the bathroom and kitchen have a special device called a "ground fault circuit interrupter". This is a safety feature. If, for example, an electric razor, hair dryer, or radio accidentally drops into the sink, the electric current to the outlet would immediately shut off thereby eliminating danger of shock. To reset, simply press the reset switch on the outlet.

### **Window Shades**

Windows shades are supplied with your apartment. Curtain rods or traverse rods may be installed.

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## **Apartment Restrictions**

### **Alterations**

Adhesive hooks, bolts, or screws should not be placed on or in the walls, floors, doors or in the trim of the apartment. Pictures and other wall-hung items can be hung only by use of hardware approved by management. Please ask for instructions about hanging pictures, mirrors, or others items on the walls.

Painted walls should be washed with a mild detergent – not a gritty substance. Residents are responsible for the care of fixtures and equipment in their apartment. Any damages, other than normal wear and tear, will be charged to the occupant.

Alterations and painting by the resident will not be allowed without prior written permission from management. Residents will be charged a fee to put the unit back into original condition if work is done without permission.

### **Doors and Passageways**

Do not place receptacles or containers or leave items in the hallways, common areas, stairways, or on outside walkways. Do not hang items, other than holiday decorations, on the windows or doors. Any holiday decoration placed on your apartment door should not cover the apartment number. Emergency personnel need to see the numbers of all apartments in order to locate the proper apartment.

### **Noise**

It is the right of every tenant to peaceably enjoy their homes free of noise. Residents are requested not to make any disturbing noises, such as playing musical instruments or operating televisions, radios, etc. in a manner that would interfere with other residents' peaceful enjoyment of their home. The Bardwell House has quiet hours from 10:00 p.m. to 9:00 a.m.

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## **On-Site Facilities**

### **Laundry Room**

A laundry room, equipped with coin-operated washers and dryers, is located on the 4<sup>th</sup> floor of the building. It is open every day during posted hours. The hours are from 7:00 a.m. to 8:00 p.m. Please observe the instructions for the use of the machines.

Try to be there when the machine's cycle ends so it will be available to other residents. Do **not** overload the machines and do **not** use tints or dyes. Please note that washing machines and dryers are not permitted in your apartment. We ask that all residents make every effort to keep the laundry room clean, including removing the lint from the lint filters in the machines and disposing of empty detergent containers.

### **Trash Disposal**

Trash Rooms are located on the 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> floors. All trash should be in tied plastic garbage bags before being placed in the Trash Rooms or the dumpster. Be careful that nothing spills on the floor. Large items must be disposed of in the dumpster located outside the rear entrance of the building. Under no circumstances should any foreign articles, garbage, cat litter, or greasy liquids be put down the toilet, bathroom or kitchen sink drains. This can cause severe damage resulting in repair charges to you.

There are two toters, for recycling only, located next to the dumpster. It is not necessary to separate your recyclables. You may mix all paper, glass, and metal in either of the blue toters. Do NOT deposit recyclables in paper or plastic bags of any size in these toters. You may use paper or plastic bags to take your recyclables to the toters, empty the contents into the toters, then throw the paper or plastic bag into the dumpster.

Trash rooms are LOCKED on Saturdays and Sundays. Occasionally the trash rooms will be lock at other times; notices will be posted in advance on the bulletin boards on each floor, in the elevator, and on each Trash Room door. If you have trash over the weekend that must be taken out, please take it to the dumpster.

It is expected that the Trash Rooms will be used ONLY by those unable to use the stairs to the outside and who do NOT have assistance such as a homemaker, family member, or home health aide that can take it to the dumpster.

**Residents must ensure that aides, homemakers, and guests do not put trash in the trash rooms but take trash to the dumpster.**

Trash must not be left next to the dumpster, on the back stairs, or in the lobby area. Any trash not put into the dumpster may result in your being billed for maintenance time to pick up the trash.

For the health and safety of all residents, do NOT remove any items from the dumpster or the area surrounding the dumpster. If any resident, or guest of a resident, is seen removing any item(s) from the dumpster, it will be considered a violation of their lease.

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**Pest Control**

**Exterminating**

We have arranged a regular program of exterminating. It is very important that all tenants cooperate to assure that we do not have a pest problem. Food left out or garbage not properly disposed of will encourage these pests. All vermin (bed bugs and roaches) and rodents (mice and rats) must be reported immediately. If your apartment requires the services of an exterminator, contact the management office immediately and we will make the necessary arrangements.

**Bed Bugs**

The most common way for bed bugs to invade your home is for you, your family, or your friends and guests to bring them in without realizing it. Bed bugs are excellent "hitchhikers." Here are some ways you could bring bed bugs into your home:

- Bed bugs may hide in beds, mattresses, and/or furniture that have been discarded and placed on the street or by a dumpster. Do not bring these types of items into your apartment.
- You may visit someone who has bed bugs and carry them back with you on your clothing or possessions. Children playing together in one home after another can transfer bed bugs in their toys and backpacks.
- You may stay overnight in a bed bug-infested room in a hotel or home and bring them home in your luggage. Inspect your luggage after traveling.
- You may rent furniture infested with bed bugs from a furniture rental store.
- You may buy bed bug-infested second-hand furniture, carpets, rugs, blankets, stuffed animals, luggage, pictures, and fixtures from stores, yard sales, auctions, and flea markets.

Here are some ways to help prevent bed bug infestations:

- It is a good practice to keep your apartment clear of clutter. Clutter is a significant factor that can impede the treatment of a bed bug infestation. Closets that are filled with belongings, items that are stored under beds or furniture, piles of clothing or other items on the floor, and the like, all provide for an unlimited number of hiding places for bed bugs.

- Inspect your apartment regularly, especially after moving in or after traveling. Inform Management immediately if you believe you have a pest infestation.

Do not use sprays, foggers, or dust pesticides to treat for bed bugs. Foggers cause bed bugs to spread and over-the-counter sprays are ineffective. Bed bug control requires the services of trained professionals.

If bed bugs are detected, residents are required and expected to fully comply with all requirements and instructions of the Exterminator and Management in order to eradicate the problem. Failure to fully cooperate in this manner shall be deemed a material violation of the lease.

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**Security**

**Resident Safety**

Security is very important. Please follow these suggestions:

- Lock your door whenever you leave your apartment. Keep your door locked at all times.
- When you enter the building, do **NOT** hold the door open for strangers. All visitors should be instructed to use the Intercom System.
- When someone knocks at your apartment door, remember to ask who is there before allowing the person to enter. It is extremely important not to allow undesirable persons in the building or your apartment. Remember to use the peephole in the front door of your apartment while you are inside.
- The intercom system, the peephole, and the deadbolt lock are all security features provided for you. Please use them.

**Intercom System**

- Again, do **NOT** hold the door open for strangers. Instruct them to use the intercom.
- When someone calls your phone number from the intercom system, please be sure that you know the person before you press 9 to let them in.
- Do not allow repairmen to enter unless you have specifically called them beforehand.

**Elevator Telephone**

The elevator is equipped with an emergency telephone. If the elevator malfunctions or if you need emergency assistance while in the elevator, open small door in elevator marked "Telephone" and pick up the phone. It will automatically connect you with emergency services which will dispatch assistance to you.

**Solicitors and Salesmen**

For your added protection and security, soliciting is not permitted. Residents are requested to notify management when solicitors or salesmen appear in the building.

### **Right of Entry**

Please note that management has immediate right of entry to your apartment if emergency conditions are presumed to exist. Management may enter, with 48-hours notice to carry out necessary management duties.

Management will enter the apartment to perform routine maintenance if the tenant has given permission for staff to enter.

Management will provide tenants with a scheduled time to perform maintenance if the tenant does want to be present.

Management may enter the unit if an emergency condition is suspected as provided by the rental agreement.

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## **Safety**

### **Emergency Information Card**

When you move in, you will be asked to complete two emergency information cards. Tape the attached card (found on the last page of this handbook) inside the door of the first kitchen cabinet near the refrigerator so that in the event of an emergency, we know exactly where to look for this essential information. The other card will be retained in your tenant file.

### **Fire, Safety, and Emergency Instructions**

All residents will be asked to participate in fire prevention, safety, and emergency procedure seminars which will be conducted at the Bardwell House. Read the following procedures very carefully. In the event of a fire, one or more of these rules may save your life or the life of a neighbor. Report any fire to your fire department. **Do not assume someone else has called.**

1. Prior to leaving your apartment, feel the door before opening. If it is hot or if smoke is seeping through, **do not open the door**. Keep the door closed and seal off any cracks with wet towels. Then open a window for air. Do not panic or jump.
2. There is a small pull alarm on each floor at each stairway exit. Know in advance where each pull alarm is located. Pull the fire alarm to alert others in the event you detect a fire.
3. Do not attempt to use the elevator in case of fire. Fire may cause the elevator to go directly to the fire floor or stop between floors.
4. The Bardwell House is equipped with special equipment to ensure your safety in the event of a fire. The building has emergency lights, a sprinkler system, smoke detectors throughout, and an emergency panel which advises management and the fire department on which floor the fire is located.

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## **House Rules**

### **Common Area Behavior**

We believe that all residents and staff should treat one another in a civil manner. We define civility as being respectful of others rights and avoiding behaviors that can harm another's self esteem. We ask that everyone:

- Speak to each other in a respectful and civil manner.
- Recognize how actions and language impact the community.
- Treat community members with consideration and respect. Refrain from shouting, threatening, verbal abuse, physical abuse, intolerance, and discrimination.
- Refrain from displaying items that are disrespectful and hurtful to others.
- Refrain from using technology in a way that is disrespectful and hurtful to others.
- Create a community in which actions of bigotry, oppression, and hatred will not be tolerated.
- Confront behavior or report to staff incidents of incivility and intolerance.
- Refrain from endangering the safety of others by running or excessive speed in the hallways and common areas.

### **Dress in Public**

Bardwell House residents are asked to be properly attired in public areas of the building such as the lobby, community and dining rooms, laundry room, and hallways. The appropriate dress for these areas is street clothes. Bathrobes, housecoats, pajamas, etc. are inappropriate attire for the common areas. Proper personal hygiene is required.

NO BARE FEET! You must wear shoes, hard-soled slippers, loafers, sandals, etc. in the Bardwell House common areas. If you have a medical condition making it difficult to wear shoes, you must request a reasonable accommodation to allow socks or soft shoes for a limited time. Contact the office for more information.

### **Common Area Rules**

Please treat common areas with respect. The staff of E.P. Management at the Bardwell House works very hard to maintain a high quality appearance. While you may prefer to keep books, magazines, and newspapers - for example - spread out on your coffee table, E. P. Management prefers to keep such materials in a different fashion. We ask you to respect the wishes of the majority of our residents and abide by the common consensus in the following matters:

- »Please do not leave books, magazines, newspapers, etc. in the common areas. If you have materials which you no longer want, you can file a request with the Service Coordinator's Office to donate those materials to the common areas. If you do not wish to file a request, please dispose of old materials in the proper manner.
- »If you find materials in the common areas and wish to borrow them, please return them where you found them (i.e. bookshelves, coffee table, or magazine rack).
- »Leave the doors to the common rooms open unless in use for a specific length of time. Be sure to open them when your function is completed.
- »Do not eat or drink in the Library. Soft drinks are allowed in the Solarium/Puzzle Room. Open alcoholic beverages are not allowed in the common areas.
- »Do not leave unnecessary lights on.
- »Do not leave coupons lying on tables. You may donate them to our coupon box.
- »Do not take toilet paper/paper towels out of the public restrooms. If you use the last of the toilet paper/paper towels please let the office know (during business hours) or hang a sign on the outside of the restroom door (when office is closed) to let others know the paper products are out.
- »Loitering and sitting on the front steps of the Bardwell House is prohibited. This is to ensure easy access for residents, visitors, and emergency personnel.

### **Overnight Guest Policy**

Tenants may have overnight guests in total of no more than 14 days per year. In order to ensure an accurate count of people in the building in case of emergency, you must fill out a guest card with your guest's name, your apartment number, and how long your guest will be staying. If guests come when office is closed, please fill out a guest card, found on the table in the lobby and place in the office mail slot.

Guests can stay as long as you wish and visit as often as you wish, as long as they are not staying overnight.

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## **Activities and Events**

### **Social Activities**

The Bardwell House has programs and events that may be a source of pleasure and interest to you. We work with community agencies to bring various events and services to the building. Announcements of special events will be posted on the bulletin board. Monthly events are posted on a calendar the near the bulletin board between the kitchen and dining room. We hope that all residents will participate in the planning of the programs. We welcome and need your comments and suggestions.

Common Areas, including the kitchen, can be reserved for both public and private events through the office. Clean up after an event is a condition of using the kitchen. The individual or organization that reserves space is responsible for clean up. If cleanup is not satisfactory the person or organization will be billed at the rate of **\$35.00 per hour**. Please contact the main office to complete and submit a request form.

### **Residents Association**

The Bardwell House Residents Association exists to work with management to improve the living situation of residents through a collaborative process. All residents are encouraged to attend the regularly scheduled meetings and to become involved in making the Bardwell House an ever more pleasant and supportive environment for all residents.

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## **Miscellaneous**

### **Move-Out Inspection**

When you move out, we will inspect your apartment to determine if repairs need to be made. Any repairs which are the result of tenant damage will be charged to you and will be deducted from the security deposit. You will not be responsible for any damaged items which were noted on your move-in inspection report or for any work required due to normal wear and tear.

### **Vacating Your Apartment**

If you decide to move, you must give the owner/manager thirty (30) days written notice of your intent to move. If the tenant does not give the full 30-day notice, the tenant shall be liable for rent up to the end of the 30 days for which notice was required **or** to the date the unit is re-rented, whichever date comes first. You should clean your apartment when you move, leaving it in the same good condition as when you moved in,

with the exception of normal wear and tear. It is particularly important that you clean the stove and clean out the refrigerator, defrost it, turn it off, and leave the door open.

**When vacating, leave keys with Manager.** Your movers must follow the rules and regulations as specified on page 1. No move outs will be permitted through the front entrance of the building.

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**Transfer Policy**

**Transferring to another Unit**

The types and conditions of transfers are listed as follows. All transfers are limited to one move per tenancy upon the discretion of Management.

**a) Renovations Required by Management:**

Management may require a tenant to transfer in order to start and/or complete renovations in the building. Tenants will have first choice of available units within the building. Management may elect to pay connect and disconnect charges for telephone, cable, or any other required transfer.

**b) Wheelchair Accessible Apartments:**

Management may require tenants in wheelchair accessible apartments, who are not in need of such an apartment, to move to another apartment that is not accessible, if that apartment is needed by an eligible applicant or tenant in need of accessible space. Tenants will have first choice of available apartments within the building. Management may elect to pay connect and disconnect charges for required transfers.

**c) Medical Reasons:**

Management may allow a transfer to another apartment for medical reasons which is specified by a medical physician and verified by management staff in order to evaluate the urgency or validity of the reason for the medical transfer. No reimbursements will be made for medical transfers initiated by the tenant.

**d) Tenant Request:**

Management will consider a request, other than those stated above, for transfer to another apartment if the following conditions are met:

- 1) The tenant or the tenant family is fully in compliance with their lease in all respects, and is in good standing with management.
- 2) The tenant will be charged the cost of repainting the apartment the tenant is transferring from, cleaning the apartment, if required, and shampooing of carpets, as determined by management.
- 3) There is a \$100 fee for administration and processing.

Transfer requests must be in writing and will be placed according to date on the management's building transfer list.

Management, at its discretion, may delay a transfer request if management's work load interferes with the timely schedule of other apartment turnover.



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**Pet Policy**

**Pets**

Tenants may keep pets such as birds, fish, cats, or dogs (under 30 pounds), if prior approval is obtained from management and all of the following rules are followed. We do not allow exotic pets including, but not limited to, spiders, snakes, iguanas, lizards, and rats. Gerbils, hamsters, and birds must be caged at all times. Rabbits and ferrets are not allowed.

**Visiting pets or babysitting pets is NOT allowed at any of our apartments.**

Documented and verified proof of training and rabies vaccination will be required for any service animal on or before the first visit. Only one common household pet per family is allowed. We have adopted strict in-house pet rules, which are incorporated as part of your lease, that the tenant must comply with.

**1. Damage Deposit**

Subsidized Tenants: tenants who wish to own a dog or cat must pay a damage deposit in the amount of \$300.00 in order to bring a pet onto the premises. The deposit may be paid in installments, as described below in Section 6 (iii) Deposit is waived for service or companion animals. If you are considering pet ownership in your apartment, it is MANDATORY that you first notify this office in writing. All documentation including a doctor's note, in the case of service and companion animals, must be received by the management company prior to the animal arriving on the premises.

The deposit will be available at all times to the management for property damage or related expenses incurred by management and caused directly or indirectly by the pet. If management should use funds from the pet damage deposit, the pet owner shall reimburse the account in installments, as described below in Section 6 (iii), or forfeit the right to own the pet.

When the tenant vacates, the management can apply the deposit to any damage attributable to the presence of the pet. The management shall provide the tenant with an accounting of the pet damage deposit within fourteen (14) days after move-out or the date the pet is permanently removed.

**2. Additional Charges**

In the event that an employee of management must remove pet waste from the premises, the pet owner that failed to remove the pet waste shall be charged five dollars (\$5.00) for each occurrence.

**3. Owner Accountability**

Pet owners will be held accountable for damage to property or persons caused by their pets. Failure to meet financial responsibility for pet caused damage will be cause for eviction.

Tenant shall be liable for the entire amount of damages caused by pets and all cleaning, disinfecting, and deodorizing because of the pet. This includes but is not limited to carpets, doors, walls, drapes, screens, appliances, and any other part of the dwelling unit, landscaping or the property of other tenants. If such items cannot be cleaned or repaired, tenants must pay for replacement.

#### **4. Standard of Care**

It is the pet owner's responsibility to ensure that the pet receives proper care. Proper care includes adequate nutrition, responsible medical treatment, satisfactory grooming, exercise, and overall humane treatment.

#### **5. Rights of Other Tenants**

It is the right of every tenant to peaceably enjoy their homes free from noise, disturbance, or odors caused by pets. Therefore, pet owners will ensure that the rights of other tenants and neighbors are not violated.

#### **6. Rules for Pet Ownership**

Dogs, cats or other animals of any type will **not** be kept in or about the premises, nor can they be brought in by visitors. Residents seeking to own a pet must first acquire permission from management. No pet is allowed on the premises unless written permission is granted. Resident must abide by all rules and regulations as set forth in the pet policy.

Prior to bringing a pet into housing, the tenant must notify management of his intent to own a pet. The tenant, after such notification but before the pet is actually brought on premises, must register the pet and provide management with the following:

- Evidence that the pet, when appropriate, has been spayed or neutered, has received all required vaccinations, is in good health, and is licensed.
- Name, address, and phone of an individual who lives off premises to care for the pet when the owner cannot.
- Dog and cat owners must pay an initial deposit of **\$50.00**. Once the pet is permitted on the premises, subsequent monthly payments of **\$10** must continue until the pet deposit of **\$300.00** is satisfied. The deposit may be paid in full at any time.

#### **7. On Site Pet Owner Responsibilities**

Once the pet is on the premises, the following rules shall apply:

- a. All dogs and cats shall be on a leash controlled by an adult when outside the apartment.
- b. Leashed animals must be 'curbed' away from the premises. No animal waste will be tolerated on the building site. All excrement shall be collected by the owner and disposed of in a proper receptacle away from the site.
- c. Animal litter must be bagged and disposed of in the dumpster. **NO LITTER SHALL BE DISPOSED OF THROUGH THE PLUMBING SYSTEM.**
- d. Pets shall not be allowed in any common area except as it is necessary to leave or enter the building.
- e. Management shall not be held responsible for illness caused to pets due to routine extermination procedures.
- f. If you plan to be away from your apartment for more than a day, you must make proper arrangements for the care of your pet in your absence.

#### **8. Enforcement of Pet Rules**

Violation of the above Pet Rules may be grounds for the removal of the pet or termination of the pet owner's tenancy, or both.

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## Reasonable Accommodations

**POLICY:** E.P. Management Corporation complies with state and federal law requiring housing providers to make reasonable accommodations or changes to rules, procedures, housing units, or properties, if such changes are necessary to enable a person with a disability to have equal access to and enjoyment of the unit, property, facility, or program.

Reasonable Accommodations will be made during the application process and during an individual's participation in our housing, provided the accommodation does not present an undue financial or administrative burden on the Owner and the request is reasonable. Any accommodations or changes must be necessary for the individual to have equal access and enjoyment of the housing and programs, not just be desirable.

E.P. Management will consider suggested accommodations from an individual and determine whether the request is reasonable from a financial and administrative point of view. If such accommodation is not reasonable, E.P. Management will work with the individual to provide an alternative accommodation that would meet their disability needs.

**What is a disability:** To be eligible to request a reasonable accommodation, the requester must verify that he/she is a person with a disability under the following ADA definition:

A physical or mental impairment that substantially limits one or more of the major life activities of an individual; the individual has a record of such impairment; and the individual is regarded as having such impairment.

**Definitions:** If you have a disability and you need:

- A change in our rules, policies or practices that would make it easier for you to apply for or participate in our programs;
- A change or repair in your unit or a special type of unit that would make it easier for you to enjoy your home;
- A change or repair to some other part of the housing complex, that would make it easier for you to live there and use the facilities or take part in programs on site; or
- A change in the way we communicate with you or give you information.

You can ask for this kind of change, which is called REASONABLE ACCOMMODATION.

**Procedures:** If you can show/demonstrate that you have a disability, if your request is reasonable and financially and administratively possible, we will try to make the changes or grant the accommodation you request.

If you need assistance in completing the Request for a Reasonable Accommodation form, staff will be happy to help to you.

We will review the request and give you an answer in 10 working days unless there is a problem getting all the information we need from third parties or unless you agree to a longer time. We will let you know if we need more information or verification from you or if we would like to talk to you about other ways to meet your needs. If we turn down or deny your request, we will explain the reasons for the denial and you can give us more information if you think that will help change our decision.

If you have questions regarding your rights as a disabled tenant, you may contact:

**Vermont Center for Independent Living: (800) 639-1522 (Voice and TTY)  
or (802) 229-0501 (voice and TTY);**

**Vermont Human Rights Commission: (800) 416-2010 (Voice and TTY) or  
(802) 828-2480 (Voice and TTY); or**

**Vermont Legal Aid: (800) 889-2047**

Adopted 6/07

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**Grievance Procedure**

**Policy:** E.P. Management Corporation shall direct its best efforts toward resolving applicant/resident grievances at the lowest possible level of the organizational structure, while providing applicants/residents an opportunity for a fair and impartial hearing where resolution of grievances at the staff level is not possible. This policy shall meet the regulatory requirements set forth in 24 CFR 966.50-57. Whenever the requirements of these policies conflict with the requirements of 24 CFR 966.50-57, the requirements of 24 CFR 966.50-57 shall prevail.

A grievance is any dispute a resident may have with respect to management action or failure to act in accordance with the lease or regulations that adversely affects the individual's rights, duties, welfare, or status. The grievance policy is applicable to applicants/residents issues relating to EP Management Corporation. E.P. Management Corporation shall provide an opportunity for a fair and impartial hearing of the grievance provided that the grievance hearing request is made in a timely manner. If the request has not been made in a timely manner as defined below, the resident shall be deemed to have waived his/her right to a grievance hearing under this policy.

**Implementing Policy**

A. Informal settlement of grievances by applicant/resident:

The first required step in the grievance process is to attempt an informal settlement. Grievances always originate with an applicant/resident, who may present the grievance in writing. Grievances shall be accepted at the management office. The resident must file the grievance within 14 days of the grievable event. If the grievance involves allegations of discrimination or harassment against staff, the resident shall submit the grievance to the next level of supervision or to the Director of the Department.

If the grievance involves a lease termination for criminal activity or behavior that threatens the health, safety or right to peaceful enjoyment of the premises of the other residents or employees of E. P. Management Corporation, the informal review does NOT apply and the resident must file for a formal grievance hearing within five (5) business days as outlined in the notice of lease termination.

Management shall contact the applicant/resident within ten (10) business days of receipt of the grievance, to meet and discuss the issue informally and to attempt to settle the grievance if possible.

A reasonable accommodation shall be provided to allow persons with disabilities to participate in the informal settlement process.

If the resident is not satisfied with the outcome of the informal review, he/she may submit a written request for a formal grievance hearing to the management office within ten (10) business days of the date of receiving the results of the informal review. The written request shall specify:

1. the reasons for requesting the grievance; and
2. the action or relief sought.

If the applicant/resident does not request a hearing within ten (10) business days, the disposition of the grievance under the informal settlement of grievances shall become final. The resident's failure to request a hearing shall not constitute a waiver by the resident of his/her right to contest management's action in any subsequent judicial proceeding.

#### B. Hearing Officer

The formal grievance hearing shall be conducted by an impartial person appointed by E.P. Management Corporation. Persons may be employees of E.P. Management Corporation or contracted independent hearing officers. No person who made or approved the action being grieved or who has some interest in the matter under review, or who appears to lack impartiality, shall be appointed.

#### C. Grievance Hearing

The applicant/resident who has requested the hearing shall be afforded a fair hearing which shall include:

1. the opportunity to examine before the hearing any documents, including records and regulations related to the adverse action. The applicant/resident shall be allowed to copy, at the applicant/resident/s expense, any document(s) available. If management does not make available any requested document for examination, then management may not rely on such document at the hearing.
2. the right to be represented by counsel or other person chosen by the resident.
3. a public hearing unless the resident requests a private hearing;
4. the right to present evidence and arguments in support of the complaint, to controvert evidence relied upon by management, and to confront and cross examine all management witnesses; and
5. a decision based upon the facts presented at the hearing.

A request to examine any management documents, including records and regulations related to the adverse action must be received no later than three (3) business days prior to the scheduled grievance hearing. An appointment to examine the documents shall be scheduled with the Property Manager or his/her representative, for a time convenient to both parties. No applicant/resident will be allowed to "Borrow" such documents for review or to otherwise take such documents out of the management office. Requested copies of any documents shall be provided as soon as is reasonably possible. Payment for copies shall be due upon receipt.

The rules of evidence of a judicial proceeding shall not apply in grievance hearings and both oral and written evidence will be permitted. All hearing participants must conduct themselves in an orderly fashion. The hearing officer may exclude any disorderly party from the proceedings and grant or deny relief as appropriate. All hearings will be tape recorded. The resident may request, in advance, a recorded transcript of the hearing. Such transcripts shall be made available at the applicant/resident's expense.

A reasonable accommodation shall be provided to allow persons with disabilities to participate in the hearing.

D. Failure to Appear

If the resident or management fails to appear at a scheduled hearing without prior notice or explanation, the hearing officer shall dismiss the hearing and declare default, denying the relief requested by the party not appearing.

E. Grievance Hearing Decision

The hearing officer shall issue a written decision within seven (7) business days following the hearing. The decision shall state the reason(s) for the hearing officer's decision. The decision of the hearing officer shall be final and management shall take no actions inconsistent with the decision unless management determines and promptly notifies the applicant/resident of its determination that:

1. the decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and Property Owner.

A decision by the hearing officer in favor of management shall not constitute a waiver of, nor affect in any manner, any rights the resident may have in any later judicial proceedings.

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### **Parking Policy**

The Bardwell House has a limited number of parking spaces. Only registered vehicles with Bardwell House Parking Permits may park in assigned spaces. Unregistered and non-permitted cars will be ticketed and/or towed at the vehicle owner's expense. Management works with the Rutland City Police Department to enforce our parking spaces. Visitors and caregivers may **not** park in Bardwell House parking spaces without a Bardwell House Parking Permit. Violators will be fined and/or towed.

Tenants that own vehicles that are parked in designated Bardwell House parking spaces are responsible for moving their vehicle during snow storms for proper snow removal at the request of City Hall. If a tenant does not move their vehicle, the tenant may be ticketed and/or the vehicle may be towed at the tenant's expense.

There is no assigned parking. No Bardwell House parking space is exclusive for any one vehicle or tenant. Parking in these spaces is on a first come-first served basis. Stickers, decals, paint, or any other form of marking a Bardwell House Parking sign is not allowed.

Only one vehicle per licensed driver listed on the lease may apply for a Parking Permit.

Overnight guests that register with the office may apply for a temporary parking permit for the length of their stay, provided that it falls within the guidelines of the Overnight Guest Policy (page 15) and space is available.

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**Emergency Vacates**

If you are the sole member of your household and you have a medical emergency that requires that you go to the hospital or to rehabilitation in a nursing facility, the Department of Housing and Urban Development (HUD) will continue to pay your rental assistance and you will continue to be responsible for the tenant portion of rent.

However, if you are required to enter into long term care in a nursing facility, the nursing facility will become your legal residence. Because your apartment is no longer your legal residence as of the date you enter long term care, HUD will no longer pay rental assistance on your behalf. If this occurs, you will be responsible for the market rent until your belongings are removed from your unit and your keys are returned. Therefore, it is important that you designate someone to handle the removal of your belongings and to return your keys – before the first day you enter long term care.

If you are the sole member of your household, and you have an untimely death, HUD will continue to pay rental assistance for fourteen (14) days following the date of your death and your estate will be charged the current tenant rent. The Department of Housing and Urban Development allows the fourteen (14) days for your family or other designated representative to remove your items from the apartment and to return the apartment key to management. All steps will be taken to coordinate with the individual that you have identified to us, to remove your belongings within this time period. However, if the keys are not returned within the fourteen day period, your estate will be charged market rent until such time as the keys have been returned.

Any items remaining in the unit after the keys have been returned will be handled in accordance with Vermont State Law.