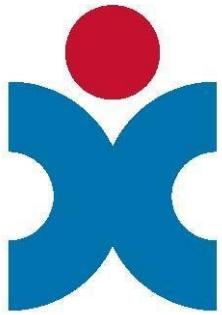


EXHIBIT A



DC | DEPARTMENT *of*
HUMAN SERVICES

Friendship Place

ASTON BRIDGE HOUSING PROGRAM RULES

Effective September 2024

D.C. Department of Human Services

ASTON BRIDGE HOUSING PROGRAM RULES

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Program Rules are subject to change

**These are the Program Rules of Friendship Place, Aston Bridge Housing,
A “temporary shelter” program, governed by the Homeless Services Reform Act of 2005, as amended (D.C.
Official Code § 4-751.01, *et seq.*) (HSRA)**

BRIDGE HOUSING PROGRAM GOALS:

- Assist participants with acclimating to tenancy maintenance relationships.
- Facilitate connection to permanent housing opportunities, as applicable, such as the Permanent Supportive Housing (PSH), Rapid Re-Housing (RRH), or Targeted Affordable Housing (TAH) Programs, and other stable housing destinations.
- Refer participants to healthcare and behavioral healthcare providers.
- Increase participant stability in the areas of health, behavioral health, wellness, and housing.
- Prepare participants for initiating and maintaining tenancy.
- Collaborate with participants to identify time-limited goals towards stability in housing, healthcare, income, and behavioral health.

A. Eligibility Criteria

1. Participants are eligible for placement at the Aston Bridge Housing Program (the “Aston” or “Program”) if they are District of Columbia (“D.C.” or “District”) residents¹ and are homeless² or at risk of homelessness,³ and:
 - Have been matched to PSH, TAH, or RRH through the Coordinated Assessment and Housing Placement (CAHP) Process; or
 - DHS has determined that they cannot be served by another homeless shelter in the District’s Continuum of Care due to household composition.
2. Individuals and families must be prioritized and referred to the Aston through the District’s CAHP system.
3. A participant is not eligible for placement at the Aston if they have been terminated from the Aston within the last thirty (30) days.

B. Referral Process

1. The Aston uses a specialized CAHP process to ensure individuals are interested in the Program, eligible, and a good fit for the Aston, based on their service needs. The Aston CAHP Standard Operating Procedure outlines the detailed referral and prioritization process.

C. Your Responsibilities

1. Participant agrees to follow all Program Rules in this packet.
2. Participant agrees to engage in the following Aston programming:
 - To seek employment, education, or training when appropriate.
 - To participate in assessment and case management services.
 - To work with appropriate providers to develop a housing focused case management plan and

¹ See D.C. Official Code § 4-751.01(32).

² See D.C. Official Code § 4-751.01(18).

³ See D.C. Official Code § 4-751.01(5B).

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- obtain permanent housing within an appropriate timeframe, as reflected in your housing focused case management plan.
- To engage with healthcare and behavioral healthcare providers as necessary to improve your overall well-being to work towards your goals.

3. Alcohol, drugs, violence and sex work

- Participant agrees to *not* do any of the following while on the Aston property:
 - Use, possess, or sell alcohol, illegal drugs, or marijuana
 - use or possess drug paraphernalia
 - use or possess weapons
 - assault or batter any individual or threaten to do so
 - commit any other acts that endanger the health or safety of yourself or any other individual on the premises
 - solicit or engage in sex work
 - gambling
 - cause intentional damage to building systems or property

4. Respect and Cleanliness

- Participant agrees to respect the safety, personal rights, and private property of Friendship Place staff and other residents.
- Participant agrees to maintain clean sleeping and living areas, including bathroom and cooking areas. You are responsible for your own personal property.
- Participant agrees to use communal areas appropriately, with attention to cleanliness and respect for the interests of other residents.
- Participant agrees to clean up any food and any other items used in the common areas after use.

D. Your Rights

1. You have the right to be treated fairly and respectfully.
 - You have the right to be treated with dignity and respect by Friendship Place and the District of Columbia Department of Human Services (DHS).
 - You have the right to access homeless services free from discrimination on the basis of race, color, religion, national origin, language, culture, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, status as a victim or family member of a victim of domestic violence, sexual offense, or stalking, and homeless status, as required by Federal and local law.⁴
 - You have the right to access services free from verbal, emotional, sexual, financial, and physical abuse, and exploitation.
 - You have the right to practice or not to practice a religion.
 - You have the right to be treated in all ways in accordance with your gender identity and expression, including:
 - use of gender-specific facilities including restrooms, showers, and locker rooms;

⁴ See District of Columbia Human Rights Act (D.C. Official Code § 2-1401.01 *et seq.*); Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 *et seq.*); Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*); Title II of the Civil Rights Act of 1964 (42 U.S.C. § 2000a *et seq.*); Language Access Act of 2004 (D.C. Law 15-167; D.C. Official Code § 2-1931 *et seq.*).

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- being addressed in accordance with your gender identity and expression;
 - having documentation reflect your gender identity and expression;
 - being free from dress codes that are in conflict with your gender identity or expression;
 - confidentiality of information regarding your gender identity and expression; and
 - being free from discrimination in the provision of health care and mental health services related to your gender identity or expression.
 - You have the right to be free from testing for drugs or alcohol except:
 - when you consent to drug or alcohol testing as part of your case management plan; or
 - when a licensed social worker, licensed professional counselor with experience identifying indications of drug or alcohol use, or a certified addiction counselor determines that there is reasonable cause to believe that you are engaging in drug or alcohol use.
- 2. You have the right to shelter during severe weather conditions, as provided by the HSRA.
- 3. You have rights relating to your personal information.
 - You have the right to confidential treatment of your personal, social, legal, financial, education, and medical records and information related to you or a member of your family by DHS and Friendship Place in a manner consistent with the confidentiality requirements of District and federal law. This is true whether information came from you or another source.
 - Basic information about you, including your receipt of services, is stored in the D.C. Homeless Management Information System (HMIS). This city-wide data collection system provides a record for administering the program, improving coordination of services by different agencies, and evaluating the services provided to you. Your information will not be disclosed without your written consent, unless disclosure is required by law or permitted by law to meet funding, administrative or, research requirements. You may request a copy of Friendship Place's privacy policy at any time.
 - At a reasonable time and with reasonable prior notice, you have the right to view and copy, or have someone you authorize view and copy, all records and information (both paper and electronic) that are related to you and kept by Friendship Place or DHS.
- 4. You have the right to give input and feedback about Friendship Place's services.
 - You have the right to be told the name and job title of any staff member delivering services.
 - You have the right to provide input and feedback to DHS or Friendship Place about delivery of services.
 - You have the right to file complaints with, testify before, or provide information to Friendship Place, DHS, the Mayor, or other appropriate offices regarding the delivery of services or your treatment.
 - You have the right to, and are encouraged to, actively participate in the development of your housing focused case management plan, assess your progress toward the goals of your housing focused case management plan, and review or update your housing focused case management plan with the assistance and support of a Case Manager.
- 5. You have the right to timely notice of decisions made by Friendship Place or DHS that adversely affect your receipt of services, and you have the right to appeal any such decision through a Fair Hearing, when required or permitted by the HSRA. (See Section R of these Program Rules for more information on requesting a Fair Hearing.)
- 6. You have the right to continue to receive housing and services without change while you wait for the final outcome of any Fair Hearing requested within fifteen (15) calendar days of receipt of written notice of the decision you are appealing that adversely affects your receipt of services.

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However, in cases of a non-emergency transfer, emergency transfer, emergency suspension, or emergency termination, this right does not apply.

7. You have the right to be free from retaliation, punishment, or sanction for exercising any rights provided in these Program Rules or under the HSRA.
8. You have the right to meet and communicate privately with attorneys, advocates, clergy, physicians, and other professionals.
9. You have the right to associate and assemble peacefully with other residents, as set forth in these Program Rules. (See Section H below.)
10. You have the right to leave and return to Aston and to receive visitors during as specified in Sections F, G, and H of these Program Rules.
 - You have the right to leave and return to Aston within the outlined program hours as specified in Section F of the Program Rules.
 - You have the right to receive visitors in designated areas of Aston's premises under the conditions explained in Section H of the Program Rules.
11. You have the right to privacy.
 - You have the right to reasonable privacy in caring for personal needs and in maintaining personal living quarters.
 - You have the right to reasonable prior notice of the date, time, and name of the staff person making any routine inspections of your living quarters.
 - You have the right to be present or have another adult member of the family present at the time of any routine inspection.
 - You do not have the right to prior notice of an inspection or to be present during an inspection if, in the opinion of Friendship Place's Program Director, there is reasonable cause to believe that you are in possession of a substance or object that poses an imminent threat to the health and safety of yourself or others on the premises and such reasonable cause is documented in your record.
 - You have the right to conduct your own financial affairs subject to the reasonable requirements of your case management plan or the Program Rules.

E. Reasonable Modifications to Policies, Practices, or Procedures

1. If you have a disability, you have the right to receive reasonable modifications to policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless Friendship Place demonstrates that the modifications would fundamentally alter the nature of the services.
2. You have the right to request or have another person authorized to act on your behalf request a reasonable modification at any time, either verbally or in writing from Friendship Place.
3. When you ask for a reasonable modification, you will be asked to fill out a modification/ accommodation request form. If you are unable to fill out the form, a staff person will help you.
4. If an immediate modification is required and evident, Friendship Place may conditionally approve the request until a final decision is made.
5. Once a decision is made you will receive notification as to whether the request was approved or denied.
 - If your accommodation request is approved, it may be granted immediately.

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- If it is denied, you will be informed in writing.
- 6. If you wish to appeal the decision you may request a fair hearing from the District of Columbia Office of Administrative Hearings (OAH). (See Section P for additional information about this process.) You may also file a grievance directly with Friendship Place. (See Section N of these Program Rules.)
- 7. If you would like to file a complaint regarding the decision you may submit a complaint to the DHS American with Disabilities Act (ADA) Coordinator by phone at (202) 671- 4438, by email at ADA.Services@dc.gov, or by fax at (202) 671-4409. You may also file a complaint with the D.C. Office of Human Rights at (202) 727-4559.

F. Intake and Exit

- 1. Intake
 - Upon arriving to the Aston, you will meet with a Case Manager Supervisor, Case Manager, or Residential Aide to discuss the program, expectations, rules, and policies.
 - You will be asked to provide or work with case managers to obtain photo identification, a birth certification and social security card. You may also be asked to complete an emergency contact form to include the name and contact numbers of your physician and at least one additional trusted individual, if possible.
 - You will receive a copy of the Aston Bridge Housing Program Rules and sign them, acknowledging receipt and agreeing to follow them.
 - You will be assigned to a shared unit with up to 2 roommates.
 - You will be introduced to the Division Director, Assistant Director, Case Manager Supervisor, and assigned Case Manager within 2-3 business days of your arrival.
 - The Case Manager Supervisor will assign you a primary Case Manager, who will help you create your case management plan and outline your goals to help successfully transition to stable housing within ninety (90) days.
 - Following the development of the case management plan, you will be allotted time with a case manager a **minimum** of 1 time per week. Case management plans are jointly reviewed every 30 days to evaluate goals and determine any need changes to your plan.
- 2. Exit
 - When you move out of Aston, you must notify a Case Manager at least 48 hours prior to your move out date.
 - Once you have leased up and received keys to your new home, you will have 48 hours to vacate your unit at Aston.
 - You will receive an exit check list, composed jointly by you and the assigned Case Manager, to ensure an organized and smooth transition from Aston to your new home.
 - You are responsible for packing and removing your belongings from your unit.
 - You will leave the unit empty, clean, and free of trash or debris.
 - The unit will be checked by the Residential Service staff for cleanliness and damages.
 - You will be asked to complete an exit evaluation of Aston and Friendship Place.
 - Your assigned Case Manager will coordinate transportation for you if you require assistance.

G. Curfew

- Participant is expected to return to the program on a nightly basis by 10:00 pm and be available to work with staff towards your goals during the hours that they are available.
- Participants should notify their case manager if they anticipate the need for a curfew

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- extension. Failure to meet curfew expectations is a program violation.
- Staff are available 24 hours per day, 7 day per week, with case managers on duty from 8:00 a.m. to 6:30 p.m., Monday through Friday.

H. Nightly Check

- A Resident Monitor will conduct a room check every night. If you do not open your bedroom door when the Resident Monitor knocks, he/she will call out before opening the door and checking the room to ensure that you are not present or in need of help.
- If you are not in your room when the Resident Monitor performs the nightly check, the Resident Monitor will attempt to contact you to ensure that you are safe. You may be asked for information regarding where you will be spending the night. If you do not plan to return to the facility, you agree to contact The Aston front desk and inform staff that you are safe and of whereabouts.

I. Nights Out

- Participant is expected to spend the night at Aston unless you have received approval to stay out overnight. Requests to spend the night out should be submitted to your assigned case manager for approval 48 hours prior to the desired time away.
- **If you are away from your unit for 3 nights without documentation of a medical reason, or previously approved absence by the Program Director, program staff will engage your identified emergency contact persons. If necessary, a Missing Person's Report will be filled with the Metropolitan Police Department (MPD).**
- **If you are away from your unit for 7 consecutive nights without documentation of a medical reason, or previously approved absence by the Program Director, your unit may be considered abandoned.**

J. Visitation

- **All visitors must be 18 years of age or older.**
- Visitor requests must be submitted 24 hours prior for approval prior to any guests being admitted into the building.
- Visitors must enter the building through the designated front entrance, sign in and provide government issued identification.
- Visitors are permitted in your unit with permission of your roommates **and** Case Manager.
- Visitors are permitted inside designated community spaces, but must comply with all community guidelines, appropriate COVID-19 protocol, and be accompanied by the participant at all times.
- Visiting hours are between 11:00 a.m. – 6:00 p.m., Monday – Friday.
- Visitors must sign in and out while visiting.
- All visitors must follow program guidelines regarding drugs, alcohol, violence, and sex work as outlined in Section B of the program rules.
- Social workers, case managers, therapists, counselors, and other professionals are considered visitors for the purposes of this section and require prior authorization for visitation. These professionals must show valid business identification and must sign in and out of the facility.
- Individuals that fail to adhere to program expectations will be asked to leave the premises immediately.
- Aston Staff reserves the right to terminate visitation privileges for program participants due to safety concerns.

- Service-related visitation (e.g., Housing Provider, Social Workers, etc.) may be authorized earlier as approved by the Program Director or Case Management Supervisor.

K. Case Management Requirements

The Aston is a short-term Bridge Housing Program, with the goal of successfully exiting participants to stable housing destinations within 90-days of entry. If you have been matched to a housing program such as PSH or RRH, then you will be expected to identify and move into suitable housing within 90 days of your arrival at The Aston, subject to the requirements and processes of the housing program. If you have not been matched to a housing program, then you will be expected to identify and move into suitable housing within 6 months of your arrival at The Aston. Participation in a clear housing focused case management plan will be supported by your Case Manager and is an essential requirement of the program.

1. General

- You are responsible for working with the Case Management Team, including their PSH case manager, to locate and move to affordable, permanent housing within 90 days of arriving at Aston.
- After intake, you have 1-2 business days to meet with your assigned Case Manager, unless an alternative plan is made and agreed upon by the Case Management Supervisor.
- Within 7 days, you and your Case Manager will develop your case management plan and complete an assessment for Supplemental Security Income (SSI) / Social Security Disability Insurance (SSDI) Outreach, Access, and Recovery (SOAR) eligibility. You have the right to and are encouraged to participate and provide input into the case management plan and SOAR assessment.
- You will engage in assessment for Diversion services with your Case Manager within 7-days of intake to determine if there is the potential to support a rapid exit strategy from The Aston.
- You are responsible for providing your Case Manager with copies of pertinent information such as ID, birth certificates, social security numbers, and income verification at the time of the initial case management meeting or as soon as possible thereafter.
- You agree to meet a minimum of 1 time a week with an Aston Case Manager.
- You have the right to participate in developing your case management plan, assess progress toward your goals of your case management plan, and review or update your case management plan during case management reviews, with the assistance and support of your Case Manager.
- You will sign your housing focused case management plan.
- You will follow your housing focused case management plan and are strongly encouraged to follow up on all referrals made by your Case Manager and other staff.
- Case management plans are jointly reviewed every 30 days to assess your progress toward your case management plan goals and modify them as necessary. At the Program Director and/or Case Management Supervisor's discretion case management reviews may take place more frequently than once per month. You are required to attend the case management review. If you miss a mandatory meeting for an unforeseeable emergency, you should report to your Case Manager as soon as possible to discuss your failure to attend.
- If you do not attend your weekly case management meetings, you will receive a notice of Program Rules violation.
- In order to best support your progress through the program and exit to stable, permanent housing, we ask that you provide truthful and accurate information to the best of your knowledge regarding your eligibility status and homelessness status to the Case Management Team. Knowingly making any false or misleading statements or

misrepresentations or providing forged or counterfeit documents regarding your eligibility or homelessness status is a violation of these Program Rules and may lead to transfer or termination from the Aston. (See section Q for more information.)

2. Identify and work towards financial goals

- Within seven (7) days of residency at Aston, you will identify goals around securing, increasing, or stabilizing income with the case management team.
- You will work with case managers to achieve or make progress on these goals.
- Participant will be asked to submit documentation of all forms of income if documentation is not already on file. Income includes employment (full time and part time) income, Supplemental Security Income (SSI), Social Security Disability Income (SSDI), unemployment benefits, Veteran Affairs benefits, Supplement Nutrition Assistance Program (SNAP) benefits or food stamps.
- If you have income, your case manager will help you develop a financial planning goal and will encourage you to contribute to a savings plan to assist in preparation for moving costs during exit from Aston to your own apartment.

3. Employment, Vocational, and Supportive Services

- Friendship Place offers a wide variety of services including employment assistance. Friendship Place will support access to job placement programs provided by Friendship Place and other organizations across the community. You will be encouraged to engage with these and other resources to assess goals around employment. Friendship Place will actively work to provide warm handoffs and referrals
- Your Case Manager may recommend additional supportive services as part of your case management plan. Referrals to supportive services may include legal, benefits, employment, behavioral health, substance abuse recovery, financial planning, etc. Some of these supportive services will be available at Aston and some will be off-site.
- In addition to referrals to employment assistance programs, you are encouraged to engage with and pursue referrals to benefits applications and referrals for cash and non-cash benefits that may assist in providing income sources to support successful housing outcomes.

4. Housing Search

- During your time at Aston, you are expected to search for permanent housing in conjunction with Aston staff, your assigned PSH, TAH or RRH provider (if applicable), and any other available external resources in order to expedite movement to permanent housing.
- Friendship Place does not guarantee that you will find stable permanent housing; however, your Case Manager at The Aston will assist you.
- You are encouraged to accept the first offer of affordable and habitable housing that is made available to you. If the housing offer does not meet your needs, it is important to provide feedback to help target future options. You are also encouraged to seek housing options and to actively participate in the housing search process.

L. Community Guidelines

1. Health and Safety Requirements

- Participant is responsible for locking your unit. Friendship Place is not responsible for any items that are missing or stolen from your unit.
- Aston case managers and residential aides will perform scheduled apartment inspections and regular floor checks.
- Residential floor checks are conducted every 2 hours.
- Some participants may also be placed on wellness checks due to physical or behavioral

health needs.

- Room inspections are held weekly and facilitated by your assigned Case Manager or Residential Aide. You and your case manager will jointly develop a schedule.
- Aston staff may also conduct an unannounced room inspection due to:
 - Suspected possession of a substance or object that poses an imminent threat to the health and safety of you or any other person on Aston's premises.
 - Fire, gas, or chemical leak in your unit or there is a situation occurring in your unit that is causing a risk to the safety of you or another person, they may perform a safety check to ensure that you are safe.
 - Smoking marijuana or use of alcohol or illegal substance of any kind is not allowed anywhere on Aston premises.
- Contraband will be confiscated and discarded. Participant will receive a written violation notice to be placed in their file. Continued violations will result in Friendship Place implementing its Progressive Discipline Policy, as set forth below in Section L. The Progressive Discipline Policy includes, but is not limited to, alternative sanctions, mediation meetings, and possible program termination. Contraband is defined as the following items, which are either illegal or not permitted on the premises of Aston:
 - Illegal substances
 - Drug paraphernalia
 - Weapons, such as firearms, knives, shanks, and sticks
 - Alcohol
 - Lighter fluid
 - Handcuffs
 - Tasers
 - Chains
 - Nunchucks
 - Combustibles
 - Bats/Pipes
 - Pepper Spray/Mace
- All contraband listed above will be confiscated, discarded, or surrendered to the D.C. Metropolitan Police Department.
- Sex Work is strictly prohibited on The Aston premises.
- Fire Drills – There are occasional unannounced fire drills. Mandatory participation and compliance are required.
- Residents who possess tools and work-related products that may be considered potentially dangerous should follow Friendship Place's policy and procedure related to safe storage and check-in/check-out procedures.

2. Substance Abuse Policy and Drug Testing

- If you have a current addiction or an addiction history, you may be offered information about treatment or recovery programs.

3. General Conduct

- Participant is expected to behave respectfully to other residents and to Friendship Place staff.
- Profanity, vulgar language, and hate speech are unacceptable.
- Proper clothing is required to be worn at all times in common spaces. Proper clothing includes pants, shirt, and footwear.
- Participant is responsible for ensuring that their visitor(s) are informed of

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Aston's Program Rules and comply with them while on the premises.

- Participants and their visitors may not disturb the peace of others on Aston's premises.
- Yelling, screaming and loud music within The Aston are not acceptable at all times. Quiet hours are set from 11:00pm – 7:00am.
- Verbal or physical altercations and threats are strictly forbidden and may result in arrest and the issuance of a Notice of Termination or a Notice of Emergency Termination, as permitted by the HSRA and described in Section O of these Program Rules.
- Participants are permitted to bring no more than two (2) bags of personal property to The Aston as can be carried on one person at a time. All bags are subject to security inspection for health and safety purposes. Bags are also subject to bed bug mitigation practices, including the use of a bed bug heat box.
- The Aston cannot guarantee storage space for personal property that is greater than what may be stored within the identified spaces of the assigned unit (i.e., closet, chest of drawers, under the bed, etc.). The Aston may identify personal property concerns during weekly unit inspections and request for property to be cleaned, reorganized, or removed based upon Friendship Place's "Personal Property Management" policy.
- Participant is not permitted to lean or climb in or out of the windows.
- Sexual harassment of any kind facilitated by staff, participants, subcontractors, or visitors is prohibited at The Aston. Such behavior will be investigated, and disciplinary action will be implemented including warnings and possible program termination.
- Bullying of any kind, including cyberbullying, is prohibited at The Aston. A copy of Friendship Place's bullying prevention policy is available for any client upon request, and any incident of bullying should be reported to Friendship Place staff.
- Tobacco products may only be consumed outside of The Aston and 25 feet away from the property.⁵
- Residents should not loiter in front of The Aston or along the local block to be in support of the Good Neighbor Agreement.
- All participants using the outdoor courtyard must display courteous behavior, not climb any structure, and not engage in yelling, screaming, or loud music while in outdoor spaces at The Aston.
- Participants are expected to abide by all aspects of the Good Neighbor Agreement.

4. The Aston's Multipurpose Room

- The multipurpose room is on the first floor. It will be open from 7:00 a.m. – 10:00 p.m., Monday – Friday.
- Participants can request to use this room as a confidential meeting space with program staff, completing housing and job applications, team meetings, intakes, and residential community activities.
- With prior approvals, participants can use this space to meet with visitors
- Sleeping in the multipurpose room is not permitted. Participants should return to their rooms for rest.
- The Aston's meal services are provided through the Multipurpose Room and offered at the times posted in the Multipurpose Room. Participants are

⁵ See D.C. Official Code § 7-1703.04.

encouraged to participate in meal services but are not required. Participants may take one (1) packaged meal during meal distribution times.

- Meals may be consumed in either the multi-purpose space or the participant's room. All trash must be properly discarded and any leftover food must be properly stored.

5. Other Community Spaces

- Aston has community spaces available for you to use; however, you are expected to leave the community spaces as clean as you found them or cleaner.
- If a spill occurs that is larger than you can clean on your own, please contact a Residential Aide for access to cleaning supplies or assistance in cleaning.
- If you notice a maintenance issue in a community space (such as an overflowing trash can), please contact a Residential Aide.
- Sleeping in community spaces is not permitted. Participants should return to their rooms for rest.
- Participants are encouraged to utilize the laundry facilities as needed. When using the laundry facilities, please be considerate of other residents. Participants should not leave clothes in machines after the cycle has finished. Please remove your clothes from the machine within 30 minutes of the cycle ending. The laundry room will be available as needed. Participants are asked to remain with their laundry or in the immediate vicinity of the laundry room while doing laundry.
- Friendship Place does not have parking spots designated for resident parking. If you have a vehicle and require parking, it is recommended that you identify parking spots in the neighborhood as the spaces in front of Aston require parking permits.

6. Bathroom Access

- Your unit has its own shared bathroom, and you are responsible for keeping the bathroom clean. When you move into Aston, you will receive cleaning products and supplies for your unit and bathroom from the Residential Aide.
- If you need assistance cleaning your bathroom, please discuss this with your Case Manager.
- If you have a plumbing emergency or some other emergency in the bathroom, please contact a Residential Aide immediately.

7. Unit Maintenance and Food Storage

- Participant is responsible for keeping their unit clean. You may obtain cleaning supplies from Residential Aide staff.
- It is expected that you maintain cleanliness of the common areas (living room, dining area) in your unit. If you need assistance cleaning the appliances in the kitchen, please discuss this with your Case Manager.
- The furniture in each room must remain in the original floor plan layout. You should not make any changes to the appearance of the apartment without written approval. (Example: Install picture frame to the wall)
- Participants will empty the trash cans in your unit each day to prevent pest infestation. Please take your trash to the dumpster on the premises to dispose of trash daily.
- All trash cans MUST have trash bags in them. The Residential Aide will

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provide you with a trash bag daily. Your trash cans will have lids, which must remain closed whenever possible.

- Clothing and personal items should be stored in dresser or closet. Your unit may fail a unit inspection if you have not stored your clothes and personal items appropriately.
- Please store food items in a sealed container with an air-tight lid.
- Your unit will have a refrigerator where you may store perishable food items.
- If an area in unit needs repair, please contact your Residential Aide staff to submit a service request. In the event of an urgent matter, such as electrical, water leak, or abnormal temperature in the unit contact Residential Aide staff immediately.

8. Kitchen Maintenance

- Participant is responsible for the safety and cleanliness of their kitchen.
- Participant may not utilize the stoves. Stoves will be disconnected. If you have concerns about the temperature of your unit, please utilize your thermostat located in your room.
- The microwave should be cleaned properly with approved cleaning supplies after each use.
- All kitchen items such as refrigerator and microwave are to be cleaned on a regular basis and may be viewed during announced and unannounced unit inspections.

9. Security

- Friendship Place is committed to ensuring the safety of all individuals living onsite. To help protect the safety of the individuals and staff, security will search any resident and visitors upon entry to the building.
- Security searches include searching bags of any kind and using handheld metal detector wands to monitor compliance with rules concerning safety of clients and staff, security of agency and individual property.
- Prohibited items found during the search will be confiscated by security personnel and items will be discarded or turned over to police.

M. Pets and Service Animals

1. Pets are not allowed on Aston premises.
2. Exceptions to this rule will be made for service animals in accordance with the program's reasonable modification policy, the Americans with Disabilities Act (ADA), and for emotional support animals, the Fair Housing Act (FHA).
3. If you have a service or emotional support animal on-site:
 - The animal must be always with you and under your control. They may not be left in your unit without you.
 - You are expected to feed, clean, clean up after and take the animal out.
 - You may not bathe the animal in the bathroom at Aston. You are expected to take the animal to a groomer off-site.
 - If the animal is showing behavior that is threatening towards the handler or others, the animal will be required to leave.

N. Progressive Discipline Policy

1. If you violate these Program Rules, your case management plan, or the HSRA, the Aston Progressive Discipline Policy may be implemented to ensure that you have the opportunity to address any issues and work towards effective successful program engagement.
2. **Verbal Warning:**
 - A verbal warning is issued on the first offense. You will receive guidance on how to comply with the Program Rules or correct the behavior or issue.
 - All staff at Aston may issue verbal warnings.
 - Once a verbal warning is issued, your Case Manager will document the warning and will place it in your client file and in the facility logbook.
 - Your Case Manager will check in with you within the next 24 hours to determine if you have followed the guidance accompanying the verbal warning and if you have any issues or questions about either the warning or the guidance.
 - You may receive two verbal warnings before alternative sanctions are implemented.
3. **Alternative Sanctions:**
 - If you remain non-compliant, continue to violate Program Rules, and receive two verbal warnings, you may receive Alternative Sanctions.
 - Alternative sanctions may include the loss of special privileges and the imposition of additional responsibilities, including:
 - Reduced visitation hours;
 - Reduced curfew hours;
 - Denial of overnight passes; and,
 - Another privilege suspended at the discretion of staff.
 - Any Alternative Sanction will be issued in writing and noted in your client file.
 - Your Alternative Sanction will have target end dates, defined limits and expectations, designated staff to address issues, desired behavior change, and clear consequences if you continue to be non-compliant.
 - Any Alternative Sanction will be addressed by the Program Director or Case Management Supervisor with the Case Manager present for client support.
4. **Written Warning Notice:**
 - If the verbal warning and Alternative Sanctions are not effective, you will receive a written Warning Notice.
 - The written Warning Notice will clearly define the infraction, the history of non-compliance, the desired behavior changes to remedy the problems, and the possibility of program termination.
 - You will have a meeting with your Case Manager and the Program Director or Case Management Supervisor to review the Warning Notice and to address any questions, concerns, responses, or any issues that you feel need to be addressed.
 - Your Case Manager will review the Program Rules with you, to remind you of your responsibilities at Aston.
 - You will receive a copy of the Warning Notice, and a copy will be placed in your client file.

5. **Program Termination:**

The Aston intends to exhaust each step of this Progressive Discipline Policy to provide you with every opportunity to correct any Program Rule violations.

If you receive two Verbal Warnings, Alternative Sanctions, and a written Warning Notice, you

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may be terminated from the Aston.

- You will receive a Notice of Termination from Friendship Place as described in Section O.
- You have the right to appeal any decision to terminate you from Aston, as provided in the HSRA. (See Section R of these Program Rules.)

O. Internal Mediation Process

1. After two Verbal Warnings, Alternative Sanctions, and a Written Warning Notice you have the right to request an Internal Mediation.
2. The Internal Mediation will be a meeting with the Program Director, your Case Manager, and any involved parties.
 - You will receive written notice of the time and place of the mediation.
 - You may bring a legal or other representative to the mediation.
3. If the Internal Mediation is not successful, you may be subject to transfer or termination. All stipulations will remain in place.
4. You have the right to appeal any decision to terminate you from The Aston, as provided in the HSRA.
5. If the Internal Mediation process is successful, you will remain in The Aston.
6. If you continue to violate the Program Rules, you may be subject to termination from The Aston.

P. Grievance Policy and Procedure

1. If you have a complaint and feel that you have been unfairly treated or discriminated against, then you are eligible to file a grievance.
2. Before filing a formal grievance, you are encouraged to discuss the grievance with your Case Manager.
3. If you are not satisfied with the outcome of the discussion with your Case Manager or Director of Operations you may make a verbal or written complaint by following the procedure below. If you would like assistance, you may dictate your complaint to a staff member who will provide you with a written copy.
 - In order to file a grievance unrelated to a termination, transfer, or suspension, you can obtain a grievance form from your Case Manager.
 - When you complete the grievance form, you should submit it to The Aston Program Director.
 - You will receive an acknowledgement of your grievance, whether verbal or written, within 48 hours of submitting it.
 - You will receive a written response from The Aston Program Director within seven (7) days of submitting the grievance.
4. If you are not satisfied with the Program Director's response or wish to contest the decision of the Program Director, you may appeal to the following Friendship Place staff:

- Friendship Place, Vice President-Regional Programs, Jonathan Whitted, (202) 686-6499
- If you do not feel comfortable meeting with any of Friendship Place staff, you may forward a written complaint to: Christian Howard, Department of Human Services – Family Services Administration, 64 New York Ave NE Washington, DC 20002, Christian.howard@dc.gov or call (202) 262-9416.
- At any time, you may request an Administrative Review or Fair Hearing, as permitted by the HSRA. (See Section R of these Program Rules for how to request a Fair Hearing or Administrative Review.)

Q. Friendship Place's Rights to Sanction, Transfer, Suspend, or Terminate You

1. **Friendship Place can use alternative sanctions for specified violations of the Program Rules. (See Section N of these Program Rules.)**
2. **Friendship Place can TRANSFER you to another provider.**
 - You must receive at least 15 days' oral and written notice of the transfer date and the reason for the transfer. However, in the case of an emergency transfer, this does not apply.
 - You can be transferred through direct arrangements with other shelter or housing organizations or with central intake.
 - You can be transferred when you consent to the transfer.
 - You can be transferred without your consent if:
 - Friendship Place identifies and secures a placement with another shelter or housing organization that more appropriately meets your medical, mental health, behavioral, or rehabilitative service needs;
 - You are no longer eligible for your placement at the Aston (see D.C. Official Code § 4-753.02(b-1)); or
 - You do not comply with the rules and responsibilities listed in this document and you have received notice of the Program Rules. Friendship Place must make a good-faith effort to assist you with complying with the Program Rules.
3. **Friendship Place can SUSPEND your services.**
 - You can be suspended from services if you fail to comply with or refuse to comply with the rules and responsibilities listed in this document, or if you engage in any of the behaviors listed as a basis for a termination. (See Section Q.4.)
 - You can be suspended from services for up to 30 days depending on what you did that led to your suspension.
 - Friendship Place may suspend your services when:
 - Friendship Place has given you oral and written notice of the Program Rules, resident responsibilities, and prohibited behaviors;
 - Friendship Place has made a good-faith effort to enable you to comply with the Program Rules;
 - Friendship Place has made a reasonable effort to transfer you to another shelter or housing organization; and,
 - Friendship Place has given you at least 15 days' notice of the suspension date for a non-emergency suspension period lasting ten (10) days or more.
 - Friendship Place may not suspend adult individuals or adult family members in a manner that results in minor children or dependent adults being left unattended in the temporary shelter.

4. Friendship Place can TERMINATE your services.

- You can be terminated from The Aston if you:
 - Possess a weapon on Friendship Place premises;
 - Possess or sell illegal drugs or marijuana on Friendship Place's premises (*see D.C. Official Code § 48-904.01(a)(1E)*);
 - Assault or batter any person on Friendship Place's premises;
 - Endanger your safety or the safety of others on Friendship Place's premises;
 - Intentionally or maliciously vandalize, destroy, or steal the property of any person on Friendship Place's premises;
 - Fail to accept an offer of appropriate permanent or supportive housing that better serves your needs after having been offered two appropriate permanent or supportive housing opportunities; or
 - Knowingly engage in repeated violations of Program Rules.
- Friendship Place must make reasonable efforts to help you overcome obstacles to obtaining permanent housing in cases where:
 - You fail to accept an offer of appropriate permanent or supportive housing that better serves your needs after having been offered two appropriate permanent or supportive housing opportunities; or
 - You knowingly engage in repeated violations of Program Rules.
- In cases of termination where the violation is not an imminent threat to your health and safety or the health and safety of others, Friendship Place must:
 - Give you at least 15 days' oral and written notice before the effective date of the termination and reason for the termination; and
 - Document that they have considered suspension or have made a reasonable effort to transfer you, depending on the severity of the act leading to the termination.

5. Friendship Place can transfer, suspend, or terminate your services IMMEDIATELY or within 24 hours if you pose an imminent threat to the health and safety of yourself or any other person on Friendship Place premises.

- “Imminent threat to the health and safety” means an act or credible threat of violence.
See D.C. Official Code § 4-751.01(24).
- In addition, you may be transferred immediately:
 - In the case of the loss of a unit that is beyond the control of DHS or Friendship Place, such as a fire or other unexpected catastrophic loss or damage to the unit; or
 - When your continued presence materially impairs Friendship Place's ability to provide services to other clients at the location.
- Friendship Place is not required to give you prior written notice.
- Friendship Place is required, however, to try to give you written notice at the time the action is taken.
- If it is not possible or safe to give you written notice at the time of the action, Friendship Place is required to try to give you written notice within the next 15 days.
- If Friendship Place is unable to locate or contact you, then Friendship Place must give you the written notice when you request it, if fewer than 90 days have passed since the emergency transfer, suspension, or termination began.
- Friendship Place must notify DHS within 24 hours of the action taken against you.
- Within 24 hours of receipt of the notification, DHS will issue a written decision (Emergency Action Compliance Finding form) as to whether the provider's emergency transfer, suspension or termination can be upheld or denied.

- Friendship Place is to give a copy of the completed Emergency Action Compliance Finding form to you as soon as reasonably possible after receiving the document from DHS.
- If your whereabouts are unknown and Friendship Place has made reasonable efforts to find you, then Friendship Place shall retain a copy of the Emergency Action Compliance Finding form from DHS and deliver it to you if and when the opportunity arises.
- If DHS denies Friendship Place's emergency action, then Friendship Place must immediately reinstate services to you
- If DHS upholds Friendship Place's emergency action, you may appeal the emergency action through a Fair Hearing. (See Section R for information about this process.)

R. Your Right to Appeal

1. **Grievance Program:** Friendship Place has a grievance program, and you have the right to address a problem through the internal grievance process. (See Section N of these Program Rules.)
2. **Your Right to Appeal**
 - You have the right, when permitted by the HSRA, to appeal any decision that adversely affects your receipt of services. You also have the right to appeal any violation of the Common Standards that apply to Friendship Place (see D.C. Official Code § 4-754.21 through § 4-754.24) or any violation of your rights listed in Section C of these Program Rules.
 - Your appeal is called a Fair Hearing and is held at OAH.
 - You have the right to an Administrative Review before the Fair Hearing. The Administrative Review is less formal than a Fair Hearing and is conducted by an employee of DHS.
 - You have a right to timely notice, when required by the HSRA, of any non-emergency termination, suspension for a period lasting ten (10) days or more, or transfer by Friendship Place or DHS that negatively affects your services, fifteen (15) days before the notice is effective.
 - You have the right to continue to receive housing and services without change while you wait for the final outcome of any Fair Hearing that is requested within fifteen (15) calendar days of receipt of a written notice of a non-emergency suspension or termination that negatively affects your services. However, in the cases of a non-emergency transfer, emergency transfer, emergency suspension, or emergency termination this right does not apply.

3. To Request a Fair Hearing

- Call OAH, at (202) 442-9094 or send a request for a Fair Hearing in writing to the Office of Administrative Hearings, 441 4th Street, N.W., Suite 450 North, Washington, D.C. 20001; or
- Call the DHS Family Services Administration, at (202) 671-4170, or send a request for a Fair Hearing in writing to the DHS Family Services Administration, 64 New York Avenue, N.E., Washington, D.C. 20002; or
- Tell an Aston staff member where you reside that you want a Fair Hearing. By law, the staff member must help you make your request.

4. To Receive an Administrative Review

- You do not need to file a separate request for an Administrative Review. Once you request a Fair Hearing, DHS will conduct an Administrative Review of your appeal to determine the legality of your appeal and, if possible, to reach an informal resolution. A notice will be sent to you notifying you of the time, date, and place for the Administrative Review.
- If you do not appear at the Administrative Review, you will still have the right to the Fair Hearing you requested.
- After the Administrative Review, the Office of Administrative Hearings will send you a notice of the date, time, and place of the Fair Hearing.

5. In some cases, you have the right to continue to receive housing and services during your appeal.

- To continue to receive housing and services during the appeal of a termination or suspension you must ask for an appeal within fifteen (15) days of receiving written notice of the termination or suspension.
- If the action was a regular transfer, emergency transfer, emergency suspension, or emergency termination based on an imminent threat to health or safety, you *do not* have the right to continue to receive housing and services during the appeal unless DHS orders Friendship Place to continue to provide housing services during your appeal.
- If you have already left The Aston and more than fifteen (15) days have passed since you received the written notice, you do not have the right to return and continue to receive services during your appeal. However, you can still appeal within ninety (90) days from the date of the written notice and, if you win your appeal, you will be placed back into Aston or a similar program.

6. Your rights at the Fair Hearing or Administrative Review

- You have the right to be represented by a lawyer (*see* Section R.7 below), relative, or any other person of your choice who is not an employee of the D.C. Government.
- You have the right to bring witnesses or evidence that helps your case.

7. You may request free legal assistance from a pro bono legal organization, such as:

- Bread for the City at (202) 386-7616
- Legal Aid Society of the District of Columbia at (202) 628-1161
- The Washington Legal Clinic for the Homeless at (202) 328-5500

8. You may file discrimination claims.

- If you think you have been discriminated against because of race, religion, color, sex, national origin, disability, personal appearance, age, marital status, sexual orientation, or another basis, you may file a complaint with the D.C. Office of Human Rights at (202) 727-4559 within 365 days of the discrimination.

S. Signed Acknowledgment

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I acknowledge that I have received, understand, and accept the Program Rules of The Aston Bridge Housing. I agree to follow the Program Rules, and I understand that my failure to comply may result in disciplinary actions or possible transfer, suspension, or termination of shelter services. I further understand that I must enforce these Rules with my entire household.

Resident Signature

Printed Name

Date

Staff Member's Signature and Printed Name

Date

Staff Member's Title

APPENDIX

The HSRA (D.C. Official Code § 4-751.01(32)) defines a “Resident of the District” as: an individual or family who:

- (A) (i) Is not receiving locally administered public assistance from a jurisdiction other than the District;
- (ii) Is living in the District voluntarily and not for a temporary purpose and who has no intention of presently moving from the District, which shall be determined and applied in accordance with § 4-205.03; and
- (iii) Demonstrates residency by providing evidence that the individual or family is receiving public assistance from the District as administered by the Department or by providing one of the following:
 - (I) Documents from the U.S. Social Security Administration addressed to the individual or a member of the family at a residential address in the District;
 - (II) Evidence that the individual or a member of the family is attending school in the District;
 - (III) A valid, unexpired District motor vehicle operator's permit or other official nondriver identification in the name of the individual or a member of the family;
 - (IV) A utility bill for water, gas, electric, oil, cable, or a land-line telephone issued within the last 60 days that contains the name and a residential District address of the individual or a member of the family;
 - (V) A personal income tax document issued within the last year by the District or federal government that contains the name of the individual or a member of the family and indicates a residential address in the District;
 - (VI) A pay stub issued within the last 60 days to the individual or a member of the family that indicates a residential address in the District;
 - (VII) A valid voter registration card, military identification, or veteran's identification issued by the District or federal government that contains the name of the individual or a member of the family and indicates a residential address in the District;
 - (VIII) An unemployment document or stub issued to the individual or a member of the family that indicates a residential address in the District;
 - (IX) A current motor vehicle registration in the name of the individual or a member of the family that indicates a residential address in the District;
 - (X) An eviction notice from a residential property in the District issued to the individual or a member of the family within the last 60 days;
 - (XI) A valid unexpired District lease or rental agreement with the name of the individual or a member of the family listed as the lessee or as a permitted resident or renter; or
 - (XII) Any other document the Department identifies as acceptable proof of residency; or
- (B) Produces one of the documents required pursuant to subparagraph (A)(iii), issued or otherwise valid within the last 2 years, and a written verification by a verifier who attests, to the best of the verifier's knowledge, that the individual or family became homeless in the District and has not established a permanent residence outside of the District in the previous 2 years.

The HSRA (D.C. Official Code § 4-751.01(18)) defines “Homeless” as:

- (A) An individual or family that lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human

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- beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- (ii) An individual or family living in a supervised publicly or privately operated housing facility designated to provide temporary living arrangements, including shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals; or
- (iii) An individual who is exiting an institution where he or she resided for 180 days or less and who resided in a shelter or place not meant for human habitation immediately before entering that institution;

(B) An individual or family who has lost or will imminently lose their primary nighttime residence, if:

- (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance or has already been lost;
- (ii) No subsequent residence has been identified; and
- (iii) The individual or family lacks the resources or support networks, such as family, friends, and faith-based or other social networks, needed to obtain other permanent housing;

(C) An unaccompanied youth, who:

- (i) Has not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
- (ii) Has experienced persistent instability as measured by 2 moves of housing accommodations or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
- (iii) Can be expected to continue in such status for an extended period of time because of:
 - (I) Chronic disabilities, chronic physical health or mental health conditions, substance addiction, or a history of domestic violence or childhood abuse (including neglect);
 - (II) The presence, in the household, of a child or youth with a disability; or
 - (III) Two or more barriers to employment, which include the lack of a high school degree or General Education Development, illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(D) Any individual or family who

- (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
- (ii) Has no other residence; and
- (iii) Lacks the resources or support networks, such as family, friends, and faith-based or other social networks, needed to obtain other permanent housing.

The HSRA (D.C. Official Code § 4-751.01(5B)) defines “At Risk of Homelessness” to mean that an individual or family:

(A) (i) Has an annual income below 40% of the median family income for the Washington DC Metropolitan Area, as determined by the U.S. Department of Housing and Urban Development; or

(ii) Has an annual income below 30% of the median family income for the Washington DC Metropolitan Area, as determined by the U.S. Department of Housing and Urban Development, if providing a program or service to the individual or family would require

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the District or a provider to expend funds that are restricted by federal law or policy on the individual or family;

(B) Does not have sufficient resources or support networks, such as family, friends, and faith-based or other social networks, immediately available to prevent them from moving to a shelter or another place described in paragraph (18)(A) of this section; and

(C) Meets one of the following conditions:

- (i) Has moved housing accommodations because of economic reasons 2 or more times during the 60 days immediately preceding the application for crisis intervention assistance;
- (ii) Is living in the home of another individual or family because of economic hardship;
- (iii) Has been notified or can document that their right to occupy their current housing or living situation will be terminated, including notification or documentation of past-due rent;
- (iv) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, state, or local government programs for low-income individuals;
- (v) Lives in:
 - (I) A single-room occupancy or efficiency apartment unit in which there reside more than 2 persons; or
 - (II) A housing unit, as defined by the U.S. Census Bureau, in which there reside more than 1.5 people per room;
- (vi) Is exiting a publicly funded institution or a publicly funded system of care; or
- (vii) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the District's approved consolidated plan.

EXHIBIT B



DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
OFFICE OF THE ZONING ADMINISTRATOR

August 8, 2022

Via Emailed PDF

Anthony Hood,
Chairperson, D.C. Zoning Commission
441 4th Street NW, Suite 200-S
Washington, DC 20001

Re: Z.C. Order Nos. 06-11Q/06-12Q and 01-17E (“Orders”)
(Thurston Hall Renovation – Cessation of Temporary Housing)

Dear Chairperson Hood and Members of the Commission:

This letter confirms that The George Washington University (“University”) has ended the Temporary Housing, defined below, in accordance with the requirements of the Orders that are referenced above. The Orders permitted the University to (1) house certain undergraduate students in off-campus properties at One Washington Circle Hotel and the Aston and (2) house sophomore students in 1959 E Street NW for a period of no more than 24 consecutive months (together, “Temporary Housing”), in order to accommodate student housing during the renovation of Thurston Hall. As set forth in the matrixes attached to this letter, the University commenced the Temporary Housing on August 15, 2021 and ended the Temporary Housing on May 19, 2022, a period of just over 9 months. Letters provided by the University and included in the attachments confirm the start and end date of the Temporary Housing.

Pursuant to Condition B.7(c) of Z.C. Order No. 06-11Q/06-12Q and Condition 8.A(v)(c) of Z.C. Order No. 01-17E, I hereby submit this letter to the Zoning Commission confirming that the University has ended the Temporary Housing and resumed compliance with Condition C-6 of Z.C. Order No. 06-11/06-12 and Condition 8 of Z.C. Order No. 746-C with respect to undergraduate student housing.

Please let me know if you have any further questions.

Sincerely, Matthew Le Grant
Matthew Le Grant
Zoning Administrator

File: Letter to Zoning Commission re Thurston Hall 8-8-22

Decision Paragraph	Condition	Compliance
8	<u>The University shall restrict residential occupancy in the project to juniors, seniors, graduate students, and students enrolled in an honors program, except as allowed in Condition No. 8A below</u>	
8.A	During the Limited Period (as defined below) of the Temporary Housing Plan (defined below), sophomores may reside in the 1959 E Street Residence Hall ("1959 E Street") subject to additional requirements set forth below:	The Limited Period began on 8/15/2021 and ended on 5/19/2022.
8.A.i	Enrollment Caps - The University shall continue to operate within the Campus Plan enrollment caps as set forth in Z.C. Order No. 06-11/06-12;	<p>The Foggy Bottom student headcount shall not exceed 20,000 students and the Foggy Bottom student full-time equivalent shall not exceed 16,553 per Z.C. Order No. 06-11/06-12. The University operated within these caps during the Limited Period.</p> <p>Fall 2021: FB Headcount - 17,077 FB FTE Students - 15,700</p> <p>Spring 2022: FB Headcount - 16,065 FB FTE Students - 14,508</p>
8.A.ii	The Limited Period:	The Limited Period began on 8/15/2021 and ended on 5/19/2022.
8.A.ii.a	The University shall be permitted to house second-year students at 1959 E Street (the "Temporary Housing Plan") for a period of no more than 24 consecutive months during the Thurston Hall renovation (the "Limited Period");	The University housed 165 at 1959 E Street at peak occupancy.
8.A.ii.b	For purposes of this order, the "Limited Period" shall be a period of 24 consecutive months commencing from the date upon which a second-year undergraduate student who would not be otherwise permitted to reside in the property under Condition 8 of Z.C. Order No. 746-C moves into 1959 E Street to facilitate the Thurston Hall renovation. The Limited Period shall end on the date when the last such second-year undergraduate student moves out of 1959 E Street; and	The Limited Period began on 8/15/2021 and ended on 5/19/2022.

Decision Paragraph	Condition	Compliance
8.A.ii.c	Following commencement of the Thurston Hall renovation, the University shall pursue diligent completion of the work and reopen Thurston Hall so that the Temporary Housing Plan use for 1959 E Street as set forth above will last no more 24 consecutive months;	The Limited Period began on 8/15/2021 and ended on 5/19/2022 (9 month period).
8.A.iii	<u>Mitigation of Objectionable Impacts:</u>	
8.A.iii.a	For 1959 E Street, the University shall provide residential engagement support to service the University student population, including resident advisors, faculty in-residence and in-residence professional staff living at each property. The Residential Conduct Guidelines that govern student behavior in and around university residential facilities shall apply, as well as the Student Code of Conduct; and	One Community Coordinator and one Faculty-in-Residence residing within the building. Additional staff was available to support the residences. All student behavior guidelines applied to both properties.
8.A.iii.b	The University shall continue to provide a mechanism for reporting issues concerning student behavior to the GW University Police Department, and violations of DC law may be reported to the Metropolitan Police Department;	The University provided the community tip line (202-994-8477) and GWPD emergency (202-994-6111) and non-emergency (202-994-6110) lines to neighbors, as well as an online reporting form (https://neighborhood.gwu.edu/community-concern-reports). The University did receive 11 conduct reports at OWCH, all of which were addressed.
8.A.iv	Duration and Penalty: Should the University continue the Temporary Housing Plan by occupying 1959 E Street pursuant to the Temporary Housing Plan after the expiration of the Limited Period or remain out of compliance with Condition 8 of Z.C. Order No. 746-C after the Limited Period, the University will pay as liquidated damages a fee of \$1,000,000 to the Foggy Bottom Defense and Improvement Corporation (the "Trust") for every semester or any part thereof in which the University occupies 1959 E Street pursuant to the Temporary Housing Plan after the expiration of the Limited Period; and	The Limited Period began on 8/15/2021 and ended on 5/19/2022 (9 month period).
8.A.v	<u>Compliance:</u>	
8.A.v.a	The University shall provide ANC 2A and FBA with written notice within five business days of both the start date and end date and affirm that it has resumed compliance with Condition 8 of Z.C. Order No. 746-C as of the end date. The University will also provide ANC 2A and FBA with an opportunity to visually inspect the properties in order to confirm such student move-in/move-out activity;	The University provided ANC 2A and FBA with written notice on 7/15/2021 regarding the start of the Limited Period and 5/24/2022 regarding the completion. See Exhibit 8.A.v.a. The University allowed ANC 2A and FBA to visually inspect the properties.

Decision Paragraph	Condition	Compliance
8.A.v.b	Prior to the issuance of a Certificate of Occupancy for the renovated Thurston Hall, the Applicant shall provide the Zoning Administrator with evidence, and the Zoning Administrator shall determine, that the University has ended the Temporary Housing Plan or made the required liquidated damages payment in accordance with this condition; and	The University submits this Compliance Matrix and Exhibits as evidence.
8.A.v.c	The Zoning Administrator shall file with the Zoning Commission his/her determination that the University has ended the Temporary Housing Plan and has resumed compliance with Condition 8 of Z.C. Order No. 746-C.	

Exhibit 8.A.v.a

Written Notices

July 15, 2021

Peter Sacco
Executive Director, ANC 2A

John George
President, Foggy Bottom Association

Sara Maddux
President, West End Citizens Association

Notification regarding housing students at One Washington Circle (OWC), The Aston, and 1959 E Street

Dear Mr. Sacco, Mr. George, and Ms. Maddux:

Pursuant to Article III, Section B of the Voluntary Neighborhood Agreement (Agreement), dated September 18, 2019, between the George Washington University, Advisory Neighborhood Commission 2A Foggy Bottom and West End and the Foggy Bottom Association, I am providing written notification that undergraduate students will move into One Washington Circle and the Aston on Friday, July 24, 2021. Second year students will begin moving into 1959 E Street in mid-August. Pursuant to the Agreement, the limited period for the alternative student housing *shall be a period of 24 consecutive months commencing from the start date.*

On behalf of the university, I want to thank you for working with us on this matter, and please let me know if you have any questions.

Sincerely,



Kevin Michael Days
Director of Community Relations
The George Washington University

CC:

Barbara Kahlow, Treasurer, WECA
Brian Sydner, Facilities, GW
Seth Weinshel, Assistant Dean, GW

May 24, 2022

Peter Sacco
Executive Director, ANC 2A

John George
President, Foggy Bottom Association

Sara Maddux
President, West End Citizens Association

Notification regarding housing students at One Washington Circle, The Aston, and 1959 E Street

Dear Mr. Sacco, Mr. George, and Ms. Maddux:

Pursuant to Article III, Section B of the Voluntary Neighborhood Agreement (Agreement), dated September 18, 2019, between the George Washington University, Advisory Neighborhood Commission 2A Foggy Bottom and West End and the Foggy Bottom Association, I am providing written notification that undergraduate students have vacated One Washington Circle and the Aston as of 5 pm on Thursday, May 19, 2022. Second year students have vacated 1959 E Street as of 5 pm Thursday, May 19, 2022. Pursuant to the Agreement, GW has resumed compliance with Condition C-6 and Condition C-8 of the 2007 Foggy Bottom Campus Plan as of May 19, 2022.

On behalf of the university, I want to thank you for working with us on this matter, and please feel free to contact me know if you have any questions.

Sincerely,



Kevin Michael Days
Director of Community Relations
The George Washington University

CC: Barbara Kahlow, Treasurer, WECA
Charles Barber, Vice President and
General Counsel, GW

Seth Weinshel, Associate Vice President,
Business Services, GW
Brian Synder, Director of Facilities, Resources
& Planning

Decision Paragraph	Condition	Compliance
A	<u>Modifications to Conditions of Z.C. Order No. 06-11/06-12</u>	
A.1	During the Limited Period (as defined below) of the Temporary Housing Plan (as defined in Conditions A.1.a through A.1.c below):	The Limited Period began on 7/24/2021 and ended on 5/19/2022.
A.1.a	The University may use One Washington Circle ("OWCH") to accommodate third- and fourth-year students, notwithstanding Condition P-1 above;	The University housed 151 third-year students and 126 fourth-year students at OWCH at peak occupancy.
A.1.b	The University may house undergraduate third-year and fourth-year students in The Aston, notwithstanding Condition P-8.b above; and	The University housed 127 third-year students and 84 fourth-year students at The Aston at peak occupancy.
A.1.c	The University shall make available beds, either on campus or in The Aston or OWCH, for full-time Foggy Bottom undergraduate students equivalent to 70% of the full-time Foggy Bottom undergraduate student population up to an enrollment of 8,000, plus one bed per full-time Foggy Bottom undergraduate student over 8,000, notwithstanding Condition C-6 above. Notwithstanding the foregoing, during the Limited Period, the University shall have flexibility from the above requirement by up to 99 beds without such deviation being considered a violation of the condition.	<p>During the Limited period, the University made available beds for 70% of the full-time Foggy Bottom undergraduate student population in accordance with the Zoning Order:</p> <p>Fall 2021:</p> <p>Full-Time Foggy Bottom Undergraduate Students - 8,563 Required Beds - 6,163 Available Beds - 6,330</p> <p>Spring 2022:</p> <p>Full-Time Foggy Bottom Undergraduate Students - 7,613 Required Beds - 5,329 Available Beds - 6,330</p>
B	<u>Additional Temporary Housing Plan Conditions</u>	
B.1	Enrollment Caps. The University shall continue to operate within its campus plan enrollment caps as set forth in Z.C. Order No. 06-11/06-12.	<p>The Foggy Bottom student headcount shall not exceed 20,000 students and the Foggy Bottom student full-time equivalent shall not exceed 16,553 per Z.C. Order No. 06-11/06-12. The University operated within these caps during the Limited Period.</p> <p>Fall 2021:</p> <p>FB Headcount - 17,077 FB FTE Students - 15,700</p> <p>Spring 2022:</p> <p>FB Headcount - 16,065 FB FTE Students - 14,508</p>

Decision Paragraph	Condition	Compliance
B.2	The Limited Period:	The Limited Period began on 7/24/2021 and ended on 5/19/2022.
B.2.a	The University shall be permitted to house no more than 220 third- and fourth-year students at The Aston for a period of no more than 24 consecutive months during the Thurston Hall renovation (the “Limited Period”);	The University housed 211 third- and fourth-year students at the Aston at peak occupancy.
B.2.b	The University shall be permitted to house no more than 330 third- and fourth-year students at OWCH for a period of no more than 24 consecutive months during the Limited Period;	The University housed 277 third- and fourth-year students at OWCH at peak occupancy.
B.2.c	For purposes of this order, the “Limited Period” shall be a period of 24 consecutive months commencing from date upon which an undergraduate student moves into one of the above properties to facilitate the Thurston Hall renovation. The Limited Period shall end on the date when the last undergraduate student moves out of the above-referenced properties; and	The Limited Period began on 7/24/2021 and ended on 5/19/2022.
B.2.d	Following commencement of the Thurston Hall renovation, the University shall pursue diligent completion of the work and reopen Thurston Hall so that the Temporary Housing Plan use for The Aston, and OWCH as set forth above will last no more 24 consecutive months.	The Limited Period began on 7/24/2021 and ended on 5/19/2022 (10 month period).
B.3	Mitigation of Objectionable Impacts:	
B.3.a	The University shall house no more than two students per room at The Aston and OWCH, with the exception of one-bedroom units in OWCH (totaling 12 units) which may be permitted to house up to three students;	The University housed no more than two students per room at both The Aston and OWCH.
B.3.b	The University shall prohibit the use of the balconies and the swimming pool at OWCH by students through physical modifications to the property;	The University locked all sliding doors to the balconies prior to students moving into the building.
B.3.c	For The Aston, and OWCH, the University shall provide residential engagement support to service the University student population, including resident advisors, faculty in-residence and in-residence professional staff living at both properties. The Residential Conduct Guidelines that govern student behavior in and around university residential facilities shall apply to both properties, as well as the Student Code of Conduct;	Both The Aston and OWCH had one Community Coordinator and one Faculty-in-Residence residing within the building. Additional staff was available to support the residences. All student behavior guidelines applied to both properties.

Decision Paragraph	Condition	Compliance
B.3.d	At OWCH, the building will also be staffed by professional management staff 24 hours per day, seven days per week to maintain and operate the property and also serve as additional oversight regarding the buildings' operations and any concerns raised by neighbors; and	The team at the OWCH was staffed to operate the building 24 hours a day, 7 days a week at the front desk and lobby.
B.3.e	The University shall continue to provide a mechanism for reporting issues concerning student behavior to the GW University Police Department, and violations of DC law may be reported to the Metropolitan Police Department.	The University provided the community tip line (202-994-8477) and GWPD emergency (202-994-6111) and non-emergency (202-994-6110) lines to neighbors, as well as an online reporting form (https://neighborhood.gwu.edu/community-concern-reports). The University did receive 11 conduct reports at OWCH, all of which were addressed.
B.4	Transportation Demand Management Measures: For the duration of the Temporary Housing Plan, the University shall adhere to the following transportation demand management measures:	The University maintained transportation demand measures during the Limited Period.
B.4.a	Students at The Aston and OWCH will be provided with information on transportation options upon move-in that includes details on public transit options, bike facilities locations, and other available programs;	Students were provided with a link to transportation options via email (https://transportation.gwu.edu/).
B.4.b	Alternative transportation modes, carpooling programs, and car-sharing are promoted through flyers and information provided to students at The Aston and OWCH; and	Students were provided with a link to transportation options via email (https://transportation.gwu.edu/).
B.4.c	A transportation factsheet link is posted online to provide information and campus transportation options.	Students were provided with a link to transportation options via email (https://transportation.gwu.edu/).
B.5	Communications and Transparency:	
B.5.a	The University will maintain a contact number available to all residents to call to register any questions or concerns regarding the operations of The Aston or OWCH;	Community Coordinators living in the properties were available to students at all times. The University provided additional offsite staff to ensure 24/7 support.
B.5.b	The University will meet quarterly with ANC 2A and FBA to discuss the operations of The Aston and OWCH; and	The University met with ANC 2A and FBA on 10/18/2021 and 1/18/2022.
B.5.c	The University shall provide semi-annual reports to ANC2A regarding the operations of The Aston and OWCH.	The University provided a semi-annual report on 12/17/2021. See Exhibit B.5.c.

Decision Paragraph	Condition	Compliance
B.6	Duration and Penalty: Should the University continue the Temporary Housing Plan by occupying either The Aston, or OWCH pursuant to the Temporary Housing Plan after the expiration of the Limited Period or remain out of compliance with Condition C-6 of Z.C. Order No. 06-11/06-12 after the Limited Period, the University will pay as liquidated damages a fee of \$1,000,000 to the Foggy Bottom Defense and Improvement Corporation (the "Trust") for every semester or any part thereof in which the University occupies either The Aston, or OWCH pursuant to the Temporary Housing Plan after the expiration of the Limited Period.	The Limited Period began on 7/24/2021 and ended on 5/19/2022 (10 month period).
B.7	Compliance:	
B.7.a	The University shall provide ANC 2A and FBA with written notice within five business days of both the start date and end date and affirm that it has resumed compliance with Condition C-6 of Z.C. Order No. 06-11/06-12 as of the end date. The University will also provide ANC 2A and FBA with an opportunity to visually inspect the properties in order to confirm such student move-in/move-out activity;	The University provided ANC 2A and FBA with written notice on 7/15/2021 regarding the start of the Limited Period and 5/24/2022 regarding the completion. See Exhibit B.7.a. The University allowed ANC 2A and FBA to visually inspect the properties.
B.7.b	Prior to the issuance of a Certificate of Occupancy for the renovated Thurston Hall, the Applicant shall provide the Zoning Administrator with evidence, and the Zoning Administrator shall determine, that the University has ended the Temporary Housing Plan or made the required liquidated damages payment in accordance with this condition; and	The University submits this Compliance Matrix and Exhibits as evidence.
B.7.c	The Zoning Administrator shall file with the Zoning Commission his/her determination that the University has ended the Temporary Housing Plan and has resumed compliance with Condition C-6 of Z.C. Order No. 06-11/06-12.	

Exhibit B.5.c

Semi-Annual Report

Date: December 17, 2021

To: Jeri Epstein, Chair ANC2A, John Roberts, President, Foggy Bottom Association, Sara Maddux, President, West End Citizens Association, Barbara Kahlow, Treasurer, West End Citizens Association

Re: Semi-Annual Report on the Thurston Hall Temporary Housing Plan

Introduction

Pursuant to Article III, Section G of the Voluntary Neighborhood Agreement (Agreement), dated September 18, 2019, between the George Washington University, Advisory Neighborhood Commission 2A, the Foggy Bottom Association, and the West End Citizens Association, this is the required report on the operations at the One Washington Circle Hotel (OWCH) and the Aston.

Reporting Period

The reporting period is July 1, 2021, to December 1, 2021. The first students moved into OWCH and the Aston on July 24, 2021.

Student Counts

One Washington Circle Hotel

269 students

The Aston

209 students

Professional Management staff at OWC

The team at OWCH is staffed to operate the building 24 hours a day, 7 days a week. The guest services team covers the front desk and lobby 7 days a week, 24 hours a day. The housekeeping team cleans all resident rooms 1 time per week, as well as maintains all public space 7 days per week. The engineering team provides maintenance coverage 7 days a week between 6:30 am and 11:00 pm. Circle Bistro (the in-house restaurant) is open for dinner and bar service 7 days a week. This service includes cooks, dishwashers, servers, and bar tenders. The Circle Bistro observes all DC liquor regulations and performs age verification checks before service. There are three leaders who supervise all the departments – Operations Leader (front desk and housekeeping), Chief Engineer, and the Food and Beverage Leader. The General Manager has full oversight of all aspects of the building.

Neighborhood Contact Methods

The university is committed to being responsive to community concerns and comments from disruptive student behavior to noise and trash complaints. There are a variety of ways to reach GW. Neighbors are encouraged to submit a report about off-campus student behavior at our [Online Report Form](#). This will enable the GW Office of Student Rights and Responsibilities (SRR) to launch an investigation. The community also can call the phone

number of the front desk at OWCH is 202-872-1680, or call our community concerns hotline (GWPD at 202-994-6110).

Student Behavior Reports at OWC and The Aston

One Washington Circle Hotel

The Office of Student Rights and Responsibilities (SRR) reports that there were 11 conduct reports involving 36 students (8 reports for incidents October; 3 in September; and 1 in November). Most reports were for balcony violations. As a result of these reports, the outcomes were as followed: 18 had conferences; 16 received warnings; and no actions was taken in 2 cases because the reported conduct did not constitute a policy violation or wrong student reported.

The Aston

SRR reported no conduct reports for the Aston during the reporting period.

Restrictions on the Use of the Balconies & Pool (OWCH only)

Student usage of the balconies has been addressed in multiple ways. Staff at OWCH locked all the sliding doors to the balconies prior to students moving into the building. After a discussion with the Division of Student Affairs, the university decided to allow modification of the locking mechanism to allow the doors to open a maximum of six inches if requested by a student. This alteration was made to provide some outside airflow into the rooms. Community Coordinators have been reviewing the balconies during their exterior building walks. The university also made hotel staff report to hotel management of balcony usage during room cleanings. As noted earlier in this report, when staff did notice balcony use by students, staff from SRR communicated the expectation that students were not to use the balcony. Students still found to have violated the balcony usage expectation after these communications were placed on disciplinary probation.

The university closed the pool and restricted access to the area.

Residential Engagement Activities

The university has offered different opportunities at OWCH and The Aston. Jennifer James Associate Professor of English; Director, Africana Studies Program served as a guest speaker and fostered conversation about the African Diaspora. Other events included drop in cookies events and a building social opportunity in the Bistro at the OWCH. The undergraduate programming assistants have offered social opportunities in each location, including Bingo, board games, and drop in snacks and movies.

Parking Spaces promised

Per the Voluntary Neighborhood Agreement, signed on September 18, 2019, GW has made 10 parking spaces in the garage below One Washington Circle Hotel available to residents of the ANC 2A02 and ANC 2A06.

Exhibit B.7.a

Written Notices

July 15, 2021

Peter Sacco
Executive Director, ANC 2A

John George
President, Foggy Bottom Association

Sara Maddux
President, West End Citizens Association

Notification regarding housing students at One Washington Circle (OWC), The Aston, and 1959 E Street

Dear Mr. Sacco, Mr. George, and Ms. Maddux:

Pursuant to Article III, Section B of the Voluntary Neighborhood Agreement (Agreement), dated September 18, 2019, between the George Washington University, Advisory Neighborhood Commission 2A Foggy Bottom and West End and the Foggy Bottom Association, I am providing written notification that undergraduate students will move into One Washington Circle and the Aston on Friday, July 24, 2021. Second year students will begin moving into 1959 E Street in mid-August. Pursuant to the Agreement, the limited period for the alternative student housing *shall be a period of 24 consecutive months commencing from the start date.*

On behalf of the university, I want to thank you for working with us on this matter, and please let me know if you have any questions.

Sincerely,



Kevin Michael Days
Director of Community Relations
The George Washington University

CC:

Barbara Kahlow, Treasurer, WECA
Brian Sydner, Facilities, GW
Seth Weinshel, Assistant Dean, GW

May 24, 2022

Peter Sacco
Executive Director, ANC 2A

John George
President, Foggy Bottom Association

Sara Maddux
President, West End Citizens Association

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On behalf of the university, I want to thank you for working with us on this matter, and please feel free to contact me know if you have any questions.

Sincerely,



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