

HOUSING AUTHORITY OF THE CITY OF ALAMEDA SATELLITE DISH AND ANTENNA POLICY

PURPOSE:

To establish a policy which allows tenants to install satellite dishes and antennas at their dwelling units which provides financial protection to the Housing Authority through the indemnification and hold harmless requirement; protects Housing Authority assets by requiring approval of the method and location of installation and requiring credentials from the dish installer; and requires a security deposit in case of damage to the property or the resident vacates the unit without removing the dish.

POLICY:

A resident of a Housing Authority unit has a right to install a satellite dish or receiving antenna within the leased premises. The Housing Authority imposes the following reasonable restrictions to which the resident must comply as allowed under the rules of the Federal Communications Commission.

1. **Number and size:** Resident may install only one satellite dish or antenna within the premises that are leased to resident for Resident's exclusive use. A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals.
2. **Location.** Location of the satellite dish or antenna is limited to: 1) inside Resident's dwelling, or 2) in an area outside Resident's dwelling such as Resident's balcony, patio, yard, etc. of which Resident has exclusive use under lease. Installation at multi-unit complexes is not permitted on any parking area, roof, exterior wall, window, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use. Residents of single-family units may install a satellite dish or antenna on the exterior of the building where no rear yard or exterior balcony exists.
3. **Safety and non-interference.** Resident's installation: 1) must comply with reasonable safety standards; 2) may not interfere with the Housing Authority's cable, telephone or electrical systems or those of neighboring properties; 3) may not be connected to Housing Authority's telecommunication systems; and 4) may not be connected to Housing Authority's electrical system except by plugging into a 110-volt duplex receptacle.

If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: 1) securely attaching to a portable, heavy object; 2) clamping it to a part of the building's exterior that lies within Resident's leased premises (such as a balcony or patio railing), or 3) any other method approved by the Housing Authority. No other methods are allowed. The Housing Authority may require that Resident block the satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.

4. **Signal transmission from exterior dish or antenna to interior of dwelling.** Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If Resident's satellite dish or antenna is installed outside Resident's living area (on balcony, patio, or yard of which Resident has exclusive use under lease), signals received by Resident's satellite dish or antenna may be transmitted to the interior of Resident's dwelling only by: 1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; 2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or 3) any other method approved by Housing Authority.
5. **Workmanship.** For safety purposes, Resident must obtain the Housing Authority's approval of: 1) strength and type of materials to be used for installation, and 2) the person or company who will perform the installation. A qualified person, or a company that has worker's compensation insurance and adequate public liability insurance must do installation. The Housing Authority's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and comply with any applicable local ordinances and state laws.
6. **Maintenance.** Resident will have the sole responsibility for maintaining Resident's satellite dish or antenna and all related equipment. The Housing Authority may temporarily remove the satellite dish or antenna if necessary to make repairs to the building.
7. **Removal and damages.** Resident must remove the satellite dish or antenna and all related equipment when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of Resident's satellite dish or antenna and related equipment.
8. **Liability insurance and indemnity.** Resident is fully responsible for the satellite dish or antenna and related equipment. Prior to installation, Resident must provide the Housing Authority with evidence of liability insurance to protect Housing Authority against claims of personal injury to others and property damage related to Resident's satellite dish, antenna or related equipment. The insurance coverage must be no less than \$100,000 (which is an amount reasonably determined by the Housing Authority to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed.

Resident agrees to defend, indemnify and hold Housing Authority harmless from the above claims by others and to sign the Release Agreement (Attachment A) to that effect.

Deposit. The Housing Authority requires a security deposit for the satellite dish or antenna. The security deposit is one hundred dollars (\$100.00) and is intended to help protect the Housing Authority against possible repair costs, damages, or any failure to remove the satellite dish or antenna and related equipment at the time of move-out. This deposit does not imply a right to drill into or alter the leased premises.

9. **When Resident may begin installation.** Resident may begin installation of the satellite dish or antenna only after Resident has: 1) signed the lease addendum incorporating this language; 2) provided the Housing Authority with written evidence of liability insurance referred to in paragraph 8 above; 3) paid the Housing Authority the additional security deposit, if applicable, referred to in paragraph 9; and 4) received the Housing Authority's written approval of the installation materials and the person or company who will do the installation.

Resident is required to comply with these restrictions as a condition of installing such equipment.

Revision Adopted: June 20, 2001

ed c:\my docs\satell~1.doc