

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

PHA Plans
5 Year Plan for Fiscal Years 2000 - 2004
Annual Plan for Fiscal Year 2000

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH
INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

**PHA Plan
Agency Identification**

PHA Name: Hartford Housing Authority

PHA Number: AL103

PHA Fiscal Year Beginning: 10/2000

Public Access to Information 207 Newton Street
Hartford, Alabama 36344

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
- PHA website
- Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
- PHA development management offices
- Other (list below)

5-YEAR PLAN
PHA FISCAL YEARS 2000 - 2004
[24 CFR Part 903.5]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- X The PHA's mission is: (state mission here) Our goal is to provide drug free, decent, safe, and sanitary housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for residents.

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

- X PHA Goal: Expand the supply of assisted housing
Objectives:
- Apply for additional rental vouchers:
 - X Reduce public housing vacancies: 5%
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other (list below)
- X PHA Goal: Improve the quality of assisted housing
Objectives:
- X Improve public housing management: (PHAS score) 86.3
 - Improve voucher management: (SEMAP score)
 - Increase customer satisfaction:
 - Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
 - Renovate or modernize public housing units:
 - Demolish or dispose of obsolete public housing:
 - Provide replacement public housing:
 - Provide replacement vouchers:
 - Other: (list below)

- X PHA Goal: Increase assisted housing choices
 - Objectives:
 - X Provide voucher mobility counseling: tenant counseling at admission & recertification
 - Conduct outreach efforts to potential voucher landlords
 - Increase voucher payment standards
 - Implement voucher homeownership program:
 - Implement public housing or other homeownership programs:
 - Implement public housing site-based waiting lists:
 - Convert public housing to vouchers:
 - Other: (list below)

HUD Strategic Goal: Improve community quality of life and economic vitality

- X PHA Goal: Provide an improved living environment
 - Objectives:
 - X Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments: as contained in ACOP Deconcentration Policy
 - X Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments: as contained in ACOP & Deconcentration Policy
 - Implement public housing security improvements:
 - Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
 - Other: (list below)

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

- X PHA Goal: Promote self-sufficiency and asset development of assisted households
 - Objectives:
 - X Increase the number and percentage of employed persons in assisted families: 5%
 - Provide or attract supportive services to improve assistance recipients' employability:
 - Provide or attract supportive services to increase independence for the elderly or families with disabilities.
 - Other: (list below)

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- X PHA Goal: Ensure equal opportunity and affirmatively further fair housing
 - Objectives:
 - X Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability: as outlined in ACOP
 - X Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability: as outlined in ACOP
 - Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
 - Other: (list below)

Other PHA Goals and Objectives: (list below)

Annual PHA Plan
PHA Fiscal Year 2000
[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

X **Standard Plan**

Streamlined Plan:

- High Performing PHA**
- X **Small Agency (<250 Public Housing Units)**
- Administering Section 8 Only**

 Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

Table of Contents

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Annual Plan

- i. Executive Summary
- ii. Table of Contents
 - 1. Housing Needs
 - 2. Financial Resources
 - 3. Policies on Eligibility, Selection and Admissions
 - 4. Rent Determination Policies
 - 5. Operations and Management Policies
 - 6. Grievance Procedures
 - 7. Capital Improvement Needs
 - 8. Demolition and Disposition
 - 9. Designation of Housing
 - 10. Conversions of Public Housing
 - 11. Homeownership
 - 12. Community Service Programs
 - 13. Crime and Safety
 - 14. Pets (Inactive for January 1 PHAs)
 - 15. Civil Rights Certifications (included with PHA Plan Certifications)
 - 16. Audit
 - 17. Asset Management
 - 18. Other Information

Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment’s name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- X Admissions Policy for Deconcentration
- X FY 2000 Capital Fund Program Annual Statement
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

- X PHA Management Organizational Chart
- X FY 2000 Capital Fund Program 5 Year Action Plan
- Public Housing Drug Elimination Program (PHDEP) Plan
- X Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- Other (List below, providing each attachment name)

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type

Family Type	Overall	Afford-ability	Suppl-y	Qualit-y	Acces-s-ibility	Size	Loca-tion
Income <= 30% of AMI	1255	4	4	4	3	2	4
Income >30% but <=50% of AMI	1280	3	3	3	3	2	2
Income >50% but <80% of AMI	1004	3	3		2	3	3
Elderly	3964						
Families with Disabilities	14448						
Race/Ethnicity wht	20682						
Race/Ethnicity blk	2824						
Race/Ethnicity his	121						
Race/Ethnicity							

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- Consolidated Plan of the Jurisdiction/s City of Hartford State of Alabama
Indicate year: 1999
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data
Indicate year:
- Other housing market study
Indicate year:
- Other sources: (list and indicate year of information)

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA’s waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List
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Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
x Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	26		
Extremely low income <=30% AMI	11	42%	
Very low income (>30% but <=50% AMI)	2	8%	
Low income (>50% but <80% AMI)	7	27%	
Families with children	17	65%	
Elderly families	2	8%	
Families with Disabilities	3	12%	
Race/ethnicity BLK	21	81%	
Race/ethnicity CAU	5	19%	
Race/ethnicity			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	4	15%	
2 BR	10	39%	
3 BR	06	23%	
4 BR	01	04%	
5 BR	0	0	
5+ BR	0	0	
Is the waiting list closed (select one)? X No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed?			
<input type="checkbox"/> No <input type="checkbox"/> Yes			

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

- Employ admissions preferences aimed at families who are working
- X Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- X Other: (list below) N/A

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- X Affirmatively market to local non-profit agencies that assist families with disabilities
- Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- X Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- X Market the section 8 program to owners outside of areas of poverty /minority concentrations
- Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- X Funding constraints
- X Staffing constraints

- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2000 grants)	-0-	
a) Public Housing Operating Fund	61365	
b) Public Housing Capital Fund	67122	
c) HOPE VI Revitalization	-0-	
d) HOPE VI Demolition	-0-	
e) Annual Contributions for Section 8 Tenant-Based Assistance	37245	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	-0-	
g) Resident Opportunity and Self-Sufficiency Grants	-0-	
h) Community Development Block Grant	-0-	
i) HOME	-0-	
Other Federal Grants (list below)	-0-	
2. Prior Year Federal Grants (unobligated funds only) (list below)	-0-	
3. Public Housing Dwelling Rental Income	33060	
4. Other income (list below)		
Investment interest	180	

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
Security Deposit	580	
4. Non-federal sources (list below)	-0-	
Total resources	199522	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- When families are within a certain number of being offered a unit: (state number)
 When families are within a certain time of being offered a unit: 2 WEEKS
 Other: (describe)

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- Criminal or Drug-related activity
 Rental history
 Housekeeping
 Other (describe) Credit check

c. X Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. X Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. X Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- Community-wide list
 Sub-jurisdictional lists
 Site-based waiting lists
 Other (describe)

b. Where may interested persons apply for admission to public housing?

- PHA main administrative office
- PHA development site management office
- Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?

2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?

3. Yes No: May families be on more than one list simultaneously
If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- PHA main administrative office
- All PHA development management offices
- Management offices at developments with site-based waiting lists
- At the development to which they would like to apply
- Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- One
- Two
- Three or More

b. Yes No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

- Emergencies

- X Overhoused
- X Underhoused
- X Medical justification
- X Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: (state circumstances below)
- Other: (list below)

c. Preferences

1. Yes X No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection (5))

Occupancy

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- X The PHA-resident lease
- X The PHA's Admissions and (Continued) Occupancy policy
- X PHA briefing seminars or written materials
- X Other source (list) Bulletin Board

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- X At an annual reexamination and lease renewal
- X Any time family composition changes
- X At family request for revision
- X Other (list)

(6) Deconcentration and Income Mixing

a. Yes X No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. Yes X No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

- Adoption of site-based waiting lists
- If selected, list targeted developments below:

X Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:

Employing new admission preferences at targeted developments
If selected, list targeted developments below:

Other (list policies and developments targeted below)

d. Yes X No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

- Additional affirmative marketing
- Actions to improve the marketability of certain developments
- Adoption or adjustment of ceiling rents for certain developments
- Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

X Not applicable: results of analysis did not indicate a need for such efforts

List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

X Not applicable: results of analysis did not indicate a need for such efforts

List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.

Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- X Criminal or drug-related activity only to the extent required by law or regulation
- Criminal and drug-related activity, more extensively than required by law or regulation
- More general screening than criminal and drug-related activity (list factors below)
- Other (list below)

b.X Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. X Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes?
(either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

Criminal or drug-related activity

Other (describe below)

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

None

Federal public housing

Federal moderate rehabilitation

Federal project-based certificate program

Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

PHA main administrative office

Other (list below)

(3) Search Time

a. Yes No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

(4) Admissions Preferences

a. Income targeting

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)

Victims of domestic violence

Substandard housing

Homelessness

High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- Date and time of application
- Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)

- This preference has previously been reviewed and approved by HUD
- The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- The Section 8 Administrative Plan
- Briefing sessions and written materials
- X Other (list below) N/A DO NOT HAVE ANY SPECIAL PURPOSE PROGRAMS

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- Through published notices
- Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

- The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- X The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- \$0
- \$1-\$25
- X \$26-\$50

2. Yes x No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. Yes No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

For the earned income of a previously unemployed household member

X For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

X For household heads

X For other family members

For transportation expenses

X For the non-reimbursed medical expenses of non-disabled or non-elderly families

X Other (describe below) Child care for working parents

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

X Yes for all developments

Yes but only for some developments

No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

X For all developments

- For all general occupancy developments (not elderly or disabled or elderly only)
- For specified general occupancy developments
- For certain parts of developments; e.g., the high-rise portion
- For certain size units; e.g., larger bedroom sizes
- Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- X Market comparability study
- X Fair market rents (FMR)
- 95th percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The "rental value" of the unit
- Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- Never
- X At family option
- X Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
- X Other (list below) within 10 days of change according to lease and ACOP

g. Yes X No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- X The section 8 rent reasonableness study of comparable housing
- X Survey of rents listed in local newspaper
- X Survey of similar unassisted units in the neighborhood
- Other (list/describe below)

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-**

based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or submarket
- Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- Reflects market or submarket
- To increase housing options for families
- Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- Annually
- Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- Success rates of assisted families
- Rent burdens of assisted families
- Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

- \$0
- \$1-\$25
- \$26-\$50

b. X Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA’s management structure and organization.

(select one)

- An organization chart showing the PHA’s management structure and organization is attached.
- A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use “NA” to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing		
Section 8 Vouchers		
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		

C. Management and Maintenance Policies

List the PHA’s public housing management and maintenance policy documents, manuals and handbooks that contain the Agency’s rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management: (list below)

(2) Section 8 Management: (list below)

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. X Yes No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

- X PHA main administrative office
 PHA development management offices
 Other (list below)

B. Section 8 Tenant-Based Assistance

1. X Yes No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

- X PHA main administrative office
 Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. Yes X No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

Yes X No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:

2. Development (project) number:

3. Status of grant: (select the statement that best describes the current status)

- Revitalization Plan under development
 Revitalization Plan submitted, pending approval
 Revitalization Plan approved
 Activities pursuant to an approved Revitalization Plan underway

Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below:

Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
If yes, list developments or activities below:

Yes No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

Yes No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. Activity type: Demolition <input type="checkbox"/>	
Disposition <input type="checkbox"/>	
3. Application status (select one)	
Approved <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: <u>(DD/MM/YY)</u>	
5. Number of units affected:	
6. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input type="checkbox"/> Total development	
7. Timeline for activity:	
a. Actual or projected start date of activity:	
b. Projected end date of activity:	

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. Yes No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If "No", skip to component 10. If "yes", complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the optional Public Housing Asset Management Table? If "yes", skip to component 10. If "No", complete the Activity Description table below.

Designation of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. Designation type:	
Occupancy by only the elderly <input type="checkbox"/>	
Occupancy by families with disabilities <input type="checkbox"/>	
Occupancy by only elderly families and families with disabilities <input type="checkbox"/>	
3. Application status (select one)	
Approved; included in the PHA's Designation Plan <input type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date this designation approved, submitted, or planned for submission: (DD/MM/YY)	
5. If approved, will this designation constitute a (select one)	
<input type="checkbox"/> New Designation Plan	
<input type="checkbox"/> Revision of a previously-approved Designation Plan?	
6. Number of units affected:	
7. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input type="checkbox"/> Total development	

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. Yes No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. What is the status of the required assessment?	
<input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)	
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)	
4. Status of Conversion Plan (select the statement that best describes the current status)	
<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway	
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)	
<input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)	

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. Yes X No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description
 Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)	
1a. Development name: 1b. Development (project) number:	
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)	
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application	
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: <u>(DD/MM/YYYY)</u>	
5. Number of units affected:	
6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development	

B. Section 8 Tenant Based Assistance

1. Yes X No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to component 12; if “yes”, describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

Yes No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- 25 or fewer participants
- 26 - 50 participants
- 51 to 100 participants
- more than 100 participants

b. PHA-established eligibility criteria

Yes No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?
If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

Yes No: Has the PHA entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? DD/MM/YY

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- Client referrals
- Information sharing regarding mutual clients (for rent determinations and otherwise)
- Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- Jointly administer programs
- Partner to administer a HUD Welfare-to-Work voucher program
- Joint administration of other demonstration program
- Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Public Housing		
Section 8		

- b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
 - Informing residents of new policy on admission and reexamination
 - Actively notifying residents of new policy at times in addition to admission and reexamination.
 - Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
 - Establishing a protocol for exchange of information with all appropriate TANF agencies
 - Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.79 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)
- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
 - High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
 - Residents fearful for their safety and/or the safety of their children
 - Observed lower-level crime, vandalism and/or graffiti
 - People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
 - Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below)

3. Which developments are most affected? (list below)

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below)

2. Which developments are most affected? (list below)

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below)

2. Which developments are most affected? (list below)

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
- Yes No: This PHDEP Plan is an Attachment. (Attachment Filename: ____)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
2. Yes No: Was the most recent fiscal audit submitted to HUD?
3. Yes No: Were there any findings as the result of that audit?
4. Yes No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain? ____
5. Yes No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
- Not applicable
 - Private management
 - Development-based accounting
 - Comprehensive stock assessment
 - Other: (list below)

3. Yes No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
- Attached at Attachment (File name)
- Provided below:
3. In what manner did the PHA address those comments? (select all that apply)
- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments
List changes below:
- Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2. Yes No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)
3. Description of Resident Election Process
- a. Nomination of candidates for place on the ballot: (select all that apply)
- Candidates were nominated by resident and assisted family organizations
- Candidates could be nominated by any adult recipient of PHA assistance
- Self-nomination: Candidates registered with the PHA and requested a place on ballot
- Other: (describe)
- b. Eligible candidates: (select one)
- Any recipient of PHA assistance
- Any head of household receiving PHA assistance
- Any adult recipient of PHA assistance
- Any adult member of a resident or assisted family organization
- Other (list)
- c. Eligible voters: (select all that apply)
- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- Representatives of all PHA resident and assisted family organizations
- Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

- 1. Consolidated Plan jurisdiction: The City of Hartford
- 2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- X The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

- Other: (list below)

- 4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

**PHA Plan
Table Library**

**Component 7
Capital Fund Program Annual Statement
Parts I, II, and II**

Annual Statement

Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number FFY of Grant Approval: (MM/YYYY)

Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	65107
2	1406 Operations	-0-
3	1408 Management Improvements	-0-
4	1410 Administration	1500
	1411 Audit	-0-
6	1415 Liquidated Damages	-0-
7	1430 Fees and Costs	1900
8	1440 Site Acquisition	-0-
9	1450 Site Improvement	180
10	1460 Dwelling Structures	61707
11	1465.1 Dwelling Equipment-Nonexpendable	-0-
12	1470 Nondwelling Structures	-0-
13	1475 Nondwelling Equipment	-0-
14	1485 Demolition	-0-
15	1490 Replacement Reserve	-0-
16	1492 Moving to Work Demonstration	-0-
17	1495.1 Relocation Costs	-0-
18	1498 Mod Used for Development	-0-
19	1502 Contingency	-0-
20	Amount of Annual Grant (Sum of lines 2-19)	65107
21	Amount of line 20 Related to LBP Activities	-0-
22	Amount of line 20 Related to Section 504 Compliance	-0-
23	Amount of line 20 Related to Security	-0-
24	Amount of line 20 Related to Energy Conservation Measures	-0-

Annual Statement

Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
1. DOOR	REPLACE INTERIOR DOORS	1460	25000
2. HOT WATER	RELOCATE AND REPLACE HOT WATER HEATERS	1460	30000

Annual Statement

Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
1. DOOR 2. HOT WATER	09/30/01 09/30/01	09/30/02 09/30/02

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Total estimated cost over next 5 years				

The Housing Authority of the City of Hartford

RESIDENT INITIATIVE POLICY

This Housing Authority is concerned about the quality of life enjoyed by our residents and the empowerment of this concern, we are acting to create policy in the following areas affecting residents: drug elimination, resident involvement in management, home ownership, economic development, and sports

DRUG ELIMINATION POLICY

This Housing Authority advocates drug-free public housing communities. Each year we will assess drug - related crime and other indicators in the public housing communities and will present an annual summary to the Board. When such assessment indicates the need for drug elimination activities, this Authority will sponsor or facilitate such activities. Where needed the Authority will prepare and submit to HUD applications for special grant programs for the purpose of drug elimination. The Housing Authority will work with other local responsible agencies, including law enforcement, to reduce the sale and use of drugs in or near Public Housing Communities.

RESIDENT INVOLVEMENT POLICY

The Housing Authority supports the empowerment of residents and resident organizations. This Authority will assist resident groups to become established, and will consult with residents on matters affecting their community and quality of life. If residents do not duly elect officers, this Authority will appoint a three- member resident advisory committee. In either case the names and addresses of resident representatives will be posted on the Housing Authority bulletin board.

HOME OWNERSHIP POLICY

The Housing Authority seeks the advancement of homeownership opportunities for residents. We agree to act as sponsor for Public Housing Home Ownership conversion through HOPE or Section 5(h) when ever the residents of this Public Housing Authority express an interest in homeownership and when such conversion application is deemed by the Authority to have technical merit. In addition to public housing sales, this Authority will promote other home ownership opportunities through counseling and referrals of residents to such opportunities, and outside placement of residents in other special homeownership programs available in the community.

ECONOMIC DEVELOPMENT AND SELF SUFFICIENCY POLICY

The Housing Authority embraces the goal of economic self-sufficiency for all its residents. To facilitate the upward mobility of residents, the Housing Authority adopts the following principles:

1. The Housing Authority will extend a preference to qualified residents of its communities when filling vacancies on the staff.
2. The Housing Authority will help create the opportunity for resident owned businesses. The Authority will contract with resident owned businesses to the fullest extent possible and in compliance with procurement regulations and entrepreneurship guidelines.
3. The Housing Authority will cooperate with the Department of Human resources in further resident participation in the JOBS program, which promotes self-sufficiency among welfare recipients.
4. The Housing Authority will offer enrichment programs on site for residents and will offer its facilities for supportive services (education, daycare, sports programs, etc.) to the fullest extent practical.

SPORTS POLICY

The Housing Authority will support to the fullest extent possible the participation of residents in organized sports programs. We recognize sports as a very effective alternative to drugs for our youth. We recognize that participation in sports will teach teamwork and leadership and provide social skills to our residents.

Disposition Policy

Personal property shall not be sold or exchanged for less than its fair value. Personal property of the value of \$1000.00 or more, which is to be sold to other than a public body for a public use shall be sold at public sale.

Sale of excess personal property shall be made in the following manner:

1. If the estimated sales value of the personal property offered for sale is less than \$100.00, the Executive Director may negotiate a sale in the open market after such informal inquiry as he considers necessary to insure a fair return to the local authority. The sale shall be documented by an appropriate bill of sale.
2. For sales from \$100.00 to \$1000.00 the Executive Director shall solicit informal bids orally, by telephone, or in writing from all known prospective purchasers and a tabulations of all such bids received shall be prepared and retained as a part of the permanent record. The sale shall be documented by an appropriate bill of sale.
3. Sales of \$1000.00 or more and the award of such contract shall be made only after advertising for formal bids. Such advertising shall be at least fifteen (15) days prior to the award of the sale contract and shall be by advertisement in newspapers or circular letters to all prospective purchasers. In addition notices shall be posted in public places. Bids shall be opened publicly at the time and place specified in the advertisement. A tabulation of all bids received shall be prepared and filled with the contract as part of the permanent record. The award shall be made to the highest bidder as to the price
4. The sale of personal property to a public body for public use may be negotiated at its fair value subject to prior approval of the board. The transfer shall be documented by an appropriate bill of sale.

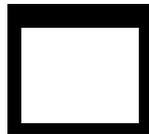
Personal property shall not be destroyed, abandoned, or donated without the prior approval of the Board. The Executive Director shall make every effort to dispose of excess personal property as outlined above. However, if the property has no scrap or salvage value and a purchaser cannot be found, a statement shall be prepared by the Executive Director listing the prospective bidders solicited and all other efforts made to sell the property, together with recommendations as to the manner of disposition. This statement shall be referred to the Board for its approval. A copy of the Board's approval together with the complete documentation in support of destruction, abandonment, or donation, shall be retained as part of the permanent records.

Exhibit C

The Hartford Housing Authority

MAINTENANCE PLAN

PLANS AND FORMS



**Table of Contents
For
Hartford Housing Authority
Maintenance Program**

1. General information

2. Staffing Plan

3. Goals and objectives
 - A. routine and seasonal work
 - B. annual inspections
 - C. making vacant apartments ready
 - D. preventative maintenance
 - E. emergency situations
 - F. service contracts
 - G. energy conservation

4. Maintenance Plan Mission Statement
 - A. Priority schedule for work orders
 - B. Emergency maintenance response procedure
 - C. Vacant unit turnover
 - D. Preventive maintenance

Maintenance Plan

General Information

The Hartford Housing Authority was formed for the purpose of providing low- income housing, and operates one public housing development with three (3) sites. The Mission of the Housing Authority Board of Commissioners and staff is to provide decent, safe, and sanitary housing to low-income individuals and families.

Staffing Plan

All staff answers to the Executive Director, or his/her designee, per the established organizational chart. The Executive Director is responsible for the day to day operation of the Housing Authority. As such, the Director will oversee, review the progress and participate in the maintenance program. The Executive implements policies and procedures instituted by the Board of Commissioners and/or HUD Regulations.

The assignment of maintenance staff to specific locations will be at the discretion of the Executive Director, or his/her designee (refer to the organizational chart). The maintenance staff will answer to the Maintenance Supervisor (hereinafter referred to as Supervisor). The Supervisor will answer directly to the Executive Director and will report to the Executive Director regarding materials purchases and day to day maintenance needs of the properties.

The Supervisor “I report to the Director at least monthly, the work accomplished, service levels attained, expenditures to date, work still to be done (regular & preventative), and any changes, emergencies, or extraordinary work items that have arisen since the last review.”

Goals and Objective

The goals and objectives of the Housing Authority maintenance department is to maintain each and every unit/building in a condition equal to or greater than HQS requirements, to meet and exceed all maintenance related PHMAP indicators, and to properly utilize existing staff with a reasonable amount, with budget and on schedule.

A. Routine and Seasonal Work

In-house maintenance staff will be responsible for all routine and seasonal requirements in the development. To assist the maintenance operation, the Housing Authority will continue its service contracts to address grass cutting, pest control, and to handle cycle painting of apartments throughout the Housing Authority.

The basic processing of work orders will be as follows:

1. Origination

The issuance of a regular work order may be based upon information received from residents, staff, commissioners, or the general public. When information received in the Housing Authority Office indicates a work order needs to be issued, it is the Housing Authority Office Clerk's responsibility to ensure the expeditious computer input and issuance of the work order. The work order will include, the following information at issuance:

- 1) Type of work order, i.e., emergency/non emergency and if necessary, preventative maintenance, cyclical, etc;
- 2) Description of the type of work to be performed
- 3) Date and time of receipt of request
- 4) Date and time of issuance to person/entity to complete work;

Seasonal items will be scheduled and loaded in to the computer for weekly access by the supervisor.

2. Assignment

The method used to assign work orders to specific maintenance mechanics will be based upon the location of the requested work. However, it is expected that work orders will generally be completed in sequence, without regard to the degree of difficulty associated with its completion. If the assigned maintenance mechanic cannot complete any portion of the work order, he/she will immediately notify the supervisor of the problem.

3. Closing

At completion of all work items on a work order, the maintenance mechanic will completely fill out and sign the work order form. All work orders must have the following information:

- 1) date and time work is completed
- 2) identification of the parts & cost of the part used to complete the repair
- 3) determination of whether the repair should be billed to the resident do to resident damages

All completed work orders will be returned to the Housing Authority Office each day. If the resident is present, the maintenance mechanic should get the resident to sign the work order to confirm completion & satisfaction of the work done. In the event the resident is not present, a doorknocker should be left on the inside of the apartment in a conspicuous place, such as on the kitchen counter or on the back of the main entry door. The doorknocker must state: the date & time of entry, nature of work done, person who made entry & call back numbers (incase there is a problem after the work order has been completed), along with instruction for the resident to come by the office to sign the work order.

At receipt of completed work order forms, it is the responsibility of the Housing Authority Clerk to ensure the expeditious updating of the work-order computer records, including the posting of any associated resident charges.

The updating and closing of work order records should be accomplished within 24 hours of receipt of completed work order in the Housing Authority Office.

B. Annual Inspection

Living units and major systems inspections are required annually to meet PHMAP requirements. The Housing Authority plans to perform its annual living unit inspections in the month of May-June.

1. Frequency

All dwelling units of the Housing Authority will be inspected at least annually. A move out inspection will be conducted in all vacant apartments within 2 (two) working days after becoming vacant. A move in inspection will be conducted with the resident at the time of move in for any apartment being newly occupied.

2. Standard

All inspections will utilize the HUD Housing Quality Standards (HQS). All conditions noted during any inspection, which does not meet, HQS will be documented in writing. One HUD Inspection Form will be filled out for each inspection performed.

3. Correction of deficiencies

a. Unit deficiencies which are HQS violations

All HQS violations identified during any inspection will require the following actions:

- 1) Documentation on Form 52580-A in the Decision and Comment Columns at the applicable Item Number.
- 2) Issuance of, or inclusion on, a Work Order specifying the action needed for correction of the HQS violation. Any work order issued which includes work to correct a HQS violation must be unit specific; that is, it must deal with only one unit.
- 3) Date of Final Approval must be entered at the appropriate place on Form 52580-A when each HQS violation has been corrected.

b. Unit Deficiencies which are not HQS Violations

For all unit deficiencies identified during an inspection which will require repair work, but are not HQS violations, Issuance of, or inclusion on, a work order specifying the action needed for correction of the deficiency will be required.

c. Goals

It is the goal of the Housing Authority that identified unit deficiencies be corrected as follows:

- 1) HQS violations which constitute emergency items should be completed or abated within 24 hours.
An emergency work order is issued to correct a condition that poses an immediate threat to life,

safety. **health, safety or property, or related to fire**

a. Examples include, but are not limited to, unhealthy or undrinkable water supply, gas leak, broken/blocked sanitary sewer line, failed heating system, hazardous electrical system, uninhabitable unit as a result of a fire, major roof leaks, broken or unsecured entrance doors, natural disasters and situations causing an exposure to asbestos, lead based paint, or other toxic material.

b. depending on specific circumstances and the degree of the problem, a broken window, or broken stairs/hand rails/stair threads might also be classified as an emergency.

2) all identified unit deficiencies which do not constitute HQS violations should be corrected within an average 25 calendar days.

Types of non-emergency work orders:

a. Response generated work order. These work Orders are issued because a PHA employee noted a problem or responded to a resident's request for service. Examples: repairing/replacing missing window screens, repairing/replacing appliances, recaulking around bathtubs, changing washers on leaking faucets, etc.

b. Preventative maintenance work orders. These

work orders are issued for scheduled maintenance procedures that are systematically performed at regular intervals to prevent premature deterioration of buildings and systems.

Examples: changing washers in faucets, servicing the furnace, etc.

C. Making vacant apartments ready for occupancy

The HA has assigned one maintenance mechanic for each unit, return the vacant apartments to occupancy in less than 20 days. In addition, in the case of a glut of vacancies or extensive damage an apartment, outside contractors may be utilized to expedite the return of vacant units for occupancy.

The procedure for preparing apartments for occupancy is:

- 1) Upon vacancy, apartments will be inspected by the supervisor, who will prepare, or who will cause to be prepared, a punch list of items to be inspected, repaired, or replaced in the vacant apartment.
- 2) The list of work items for the apartment will be provided to the Housing Authority Office, who will issue a work order for a apartment to be made ready for occupancy and attach the listing of work items for that apartment.
- 3) The supervisor will be responsible for assignment of all work orders to maintenance mechanics.
- 4) A make ready listing of items to be accomplished will be provided to the maintenance mechanic.
- 5) Items listed on the make ready sheets will be checked off by the maintenance mechanic as they are completed.

- 6) Upon completion of all items listed on the make ready sheets and any other items which may be listed on the work order form, the maintenance mechanic will complete the work order form and return both the work order form and the make ready sheets to the Housing Authority Office.
- 7) The supervisor will then inspect the apartment to ensure all maintenance items have been accomplished. If deficiencies are found, the supervisor will take the necessary steps to have the deficiencies corrected.
- 8) The supervisor will then notify the housing manager that maintenance repairs have been completed in the apartment.

D. **Preventative Maintenance (PM)**

The HA has developed a PM schedule that will enable the mechanic to perform the required PM activities on a weekly, monthly, bi-monthly, and annual basis in conjunction with the normal routine work orders and emergencies without disruption or creating a demand for overtime to accomplish the task.

The PM schedules have been designed to be completed in no more than ten months, to allow sufficient time for other maintenance work and to program those seasonal PM requirements into the proper sequence so that the entire PM program will be completed on a timely, cost effective and overtime free basis.

The intent of the PM is to insure that the affected facilities, equipment, and systems remain in good operable condition at all times. PM minimizes the need for regular maintenance and extraordinary repairs, and extends the lifetime of facilities, equipment, and systems.

A good PM program will allow the maintenance department to be proactive, rather than just reacting to emergencies and resident requests. This reduces the number of work orders, which results in less workload on the maintenance staff and more satisfaction among residents.

E. Emergency Situations

Emergencies arise when resident and/or HA staff is faced with a health or life-threatening situation or there is a condition, which might result in serious structural or system damage if not corrected within a 24-hour period.

Emergencies will fall into one of two categories;

- 1) those happening during the regular workday
- 2) those that occur after hours or on weekends. The HA has procedures for each category and the information is contained in an Emergency Response folder that is available in each work center, central office, and truck and to all designated emergency personnel.

F. Service Contracts

The HA has contracted with outside firms to provide:

- ▣ Pest Control

All contractors were selected with the competitive proposal method.

G. Energy conservation program

The HA has established operating and maintenance and measures that can control or reduce consumption. The HA measures include procedures controlled by the HA while the resident controlled measures are dependent on the resident's

understanding of and concern for energy conservation, and their cooperation.

MAINTENANCE PLAN

Mission Statement

Our goal is to provide drug free, decent, safe, and sanitary housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for residents.

In order to achieve this mission, we will:

- Recognize residents as our ultimate customer
- Improve HA management and service delivery efforts through effective and efficient management of HA staff
- Seek problem solving partnerships with residents, Community, and government leadership
- Apply and operation of public housing programs

The purpose of this Maintenance Plan is to establish guidelines for HA staff to follow in providing services to our residents.

The primary responsibilities of the HA are to:

- Maintain the buildings and grounds in a manner that equals or exceeds HQS requirements as established by HUD
- Meet or exceed the maintenance related PHMAP indicators
- Properly utilize the existing staff with a reasonable amount of overtime.

- Remain on schedule and within or operating budget
- Insure the marketability of our housing sites

The Executive Director is responsible for the day to day operation of the HA. The ED implements policies and procedures instituted by the Board of Commissioners. All staff answers to the ED or his/her designee. The HA strategy for meeting the day to day maintenance needs of the property is to assign all maintenance personnel to work in all sites. This staff is supplemented monthly by other maintenance workers from other Authorities.

The following plan is established to meet our responsibilities:

On going: Whenever and wherever, maintenance is to report if you see something that needs to be repaired, or something that management needs to address, tell us or make a note to take care of the problem. Tenants that have trashy yards and roofs especially need to be reported to management.

A. Tenant Requested Work:

The request for maintenance work will be taken by the HA staff based on information called into the business office during regular working hours. A written work order will be issued and the work schedule based on a priority schedule as noted in this.

B. Seasonal Work:

Grass cutting, trimming shrubs / trees, edging sidewalks, etc... will be scheduled as needed by the Maintenance Department. During peak work seasons, extra help may be hired on a temporary basis to keep work on schedule.

C. Vacant Unit Turnover:

Addendum 2 attached to this plan outlines the procedures for processing vacant units. The goal of the plan is to have all

vacant units prepared and ready to rent within 10 days of the date vacated. Each unit must have a Summary of Vacant Unit Turnover filled out and submitted to the ED on the day leased to a new resident. Filling out this report is the joint responsibility of maintenance and management.

D. Inspections:

Dwelling units, mayor systems, maintenance and administrative facilities will all be inspected at least annually. Inspections will be conducted using at a minimum HQS standards and MWCF safety standards as applicable.

Occupied Dwelling Units

The inspections of the Occupied dwelling units will be conducted by the Assistant to the Director along with one Maintenance Mechanic. Inspections will be scheduled in May each year. Within three days of the inspection days the resident will receive a copy of the inspection report listing all findings from the inspection and showing any charges added to the tenant account for repairs. Any emergency repair items will be completed within 24 hours. Items that will fail HQS but are not considered emergency will either be repaired within 25 days or will be noted as deficiencies and included in the current year's application for modernization funding. Non HQS repairs will be completed within 25 days of the inspection. Residents will be charged as appropriated for repairs as per the approved Maintenance Schedule of Charges.

Vacant Units

Vacant units will be inspected at the time of lease up. The inspection will be conducted by HA staff and the new resident. A signed inspection report will document the condition of the apartment at move in.

Major Systems

This category includes:

- Gas distribution system at the apartments
- Outdoor lights
- Roofs

At a minimum, these items will be inspected annually and documentation kept on file to show the inspections findings, work orders issued, repairs made and deficiencies noted for inclusion on the current year's modernization funding application.

Administrative / Maintenance Buildings

All buildings owned by the HA where administrative, maintenance, storage or etc., must be inspected. These buildings will be inspected at least annually by the safety combination of HQS and MWCF safety codes. The inspections will be documented with information included concerning any findings, violations and or repairs.

E. Preventative maintenance:

The HA has established Preventative Maintenance Procedures. The inspections as listed will be used to implement the preventative maintenance procedures.

F. Monthly Reports:

On the last day of the month, maintenance shall submit the **Monthly Vacant Unit Report** to the ED showing what units are vacant and the status of having these units ready to lease.

On the last day of each month, the clerk is to close the work order system for the month, report as required on the **Monthly Work Order Summary** all activity for the month. The report is due to the ED by the first day of each month.

ATTACHMENTS:

Addendum 1: work order priority schedule
Addendum 2: vacant unit turnover procedures
Addendum 3: Annual Preventative Maintenance/ major systems inspect schedule.

Sample Inspection Forms:

- ❑ Dwelling Unit Move In/Out Inspection
- ❑ HQS Annual Inspection
- ❑ Heater
- ❑ Administrative/Maintenance Buildings Grounds
- ❑ Roofs and Building Envelope
- ❑ Outdoor lights
- ❑ Gas distribution system

Report Forms: (computer generated)

- ❑ **Monthly Work Order Summary**
- ❑ **Monthly Vacant Unit**
- ❑ **Summary of Vacant Unit Turnover**

ADDENDUM 1: MAINTENANCE PLAN

Priority Schedule for Work Orders

Work orders may be generated from call in request from residents, PHA Management, Maintenance observations, inspections, or calls from general public. All work orders will be documented in writing showing the work requested (or statement of the problem); actions taken by maintenance department and any charges made to the tenant. The unit file will have a permanent copy of the work order filed for a minimum of three years from the date of service.

Work orders have the following priority:

Emergency – do immediately / must complete or remove the emergency status within twenty-four (24) hours. Must be reported back to management as soon as emergency is investigated.

*****An emergency is something that will cause harm to a person or further damage property if not repaired immediately and not heat in winter.**

Urgent – do within 24 hours

***Urgent is no water, no working toilet, refrigerator causing food to spoil, drains completely stopped up, electrical problems that were not considered emergency.

Routine – based on the extent of the problem, complete within average of 7 days or establish a schedule to do the work. Must be completed within 25 days or show as Modernization needed or Scheduled for repair.

Turnover – complete within 10 days

Inspections – Do minor items as you do inspections

- HQS items that are considered emergencies – complete or Remove the emergency status within 24 hrs
- HQS items are not emergencies, complete ASAP
- Maximum 7 days
- HQS items must either be repaired or shown as Deficiencies on the current or following year CIAP
- All other work orders from inspection must be completed In no more than 25 days of the date of inspection or noted As CIAP needed or listed on a Schedule for Repair.

**Emergency Maintenance
Response Procedure**

Emergencies during the regular workday.

For emergencies occurring during the regular workday, following procedure should apply:

1. Identify the emergency (fire/rescue, electrical hazard, disaster, etc.)
2. Contact assisting agencies (fire/rescue department, power/water company, etc based on emergency situation)
 - Hartford Fire 334-588-2233
 - Hartford Police Department/Rescue 334-588-2222
 - City of Hartford 334-588-2245
 - Alabama Public Service
3. Notify Main/Maintenance Office to generate work order, assign to a mechanic, agency or service contractor.

Hartford Housing Authority Office	334-588-3303
Gene Holman (cellular)	334-313-5557

Service Contractors:

Heating & A/C	Harrison Heating & Air	334-588-3090
Sewage	Roto Rooter	334-347-5990
Electrical	James Woods	334-588-2742
Plumbing	City Appliance Service	334-588-3059

4. Once designated persons and/or assisting agencies have been contacted, the emergency must be corrected or abated immediately.
(NOTE: if the problem was abated temporarily a non-emergency work order must be generated to correct the problem that is no longer a threat to health and safety.
- ❖ If the emergency cannot be corrected, the situation can be abated by transferring the resident away from the emergency situation.

Emergency Maintenance Response Procedures

After Hours Emergencies

The following procedures will apply to emergencies that are received after hours, holidays or on weekends.

- ❖
- ❖ Identify the emergency (fire, sewage blockage, electrical hazard, disaster, etc.)
- ❖ Contact following: Gene P. Holman 588-2928 or 313-5557
Hubert Crawford 588-3857
Sharon Holman 588-0014
Hartford Police Department 588-2222
- ❖ Contact qualified contractors, if necessary to correct or abate the problem in an expeditious manner.

Emergency Maintenance Response Procedures

- Location of materials, tools, equipment and keys:
207 Newton Street In maintenance building
- Apartment keys & Maintenance building Keys are located in the office at 207 Newton Street
- On call personnel will be responsible to generate work orders, contact contractors/assisting agencies (if necessary), and purchase supplies and equipment.

CODES

1. **EMERGENCY** – life threatening or extreme property damage
2. **URGENT** – Major inconvenience to resident, property damage
3. **VACANCY PREP** – prepare unit for occupancy
4. **Routine** – resident or management request
5. **PM** – Planned and seasonal maintenance
6. **SPECIAL PROJECT** – any type of deferred maintenance

SERVICE RESPONSE TIMES:

1. **EMERGENCY** – IMMEDIATE (to be completed or abated within 24 hrs)
2. **URGENT** - SAME DAY
3. **VACANCY PREP** – WITHIN 48 HRS
4. **ROUTINE** – WITHIN 72 HOURS
5. **PM** – WITHIN 120 HOURS
6. **SPECIAL PROJECTS** – WITHIN 30 DAYS

ADDENDUM 2: VACANT UNIT TURNOVER MAINTENANCE PLAN

MOVE OUT INSPECTION: no later than the third day after the keys are turned in. Personnel will do a move out inspection and give to the clerk to issue a work order to maintenance.

CLOSE UP: no later than the day after the work order is received, maintenance will change locks, call the City to have the power turned back on, lock all windows, pull down shades, close screen doors, lock windows. Locks can either be swapped or

rekeyed. Look at the unit as you leave, is it an eyesore, can we do something to make it look better during the renovation time?

Goal is to turn over every unit in an average of 10 days. Schedule maintenance work to be completed as soon as possible. Leave window screens inside the apartment, refrigerator unplugged and opened. Every unit should be cleaned (inside and out) and prepared as if we are moving our own mother into the apartment.

Apartment Ready Maintenance turns in work order with a completed detailed inspection report to notify management that the unit is now ready to show. The maintenance staff person who does the inspection signs and dates the inspection form.

During the time maintenance is working on the apartment, management is making offers to rent the unit. It is important to know how long it will take to complete the turnover.

Lease up of New Resident - When management shows the unit to the new resident, note if other work needs to be done and prepare work order as appropriate. This work order will notify maintenance that the unit is rented. Some units will require more work than others, so the actual number of days will vary, but the average must be less than 30 days total turnover time (this is maintenance and management time) The goal we are working toward is 10 days total turnover time. The number of units vacant and the time it takes to turn over the units is very important. This is reported on PHMAP to HUD and determines how we get funded and how often HUD audits us.

Compliance with these procedures will reflect on overall Employee Performance Review.

ADDENDUM 3: INSPECTIONS MAINTENANCE PLAN

DWELLING Units:

HQS inspections of all HA units must be completed, work orders done and reports turned in to the Executive Director by November. The physical inspections are to be scheduled between January and October of each year. Two staff persons will do the inspections. Each unit inspection will be documented on HUD 52580. The inspection form will show the results of the inspections, date the unit passes the HQS compliance requirement, the date and number of any work orders issued and

any changes made to the tenant for repairs. Occupied and vacant units must be inspected and the documentation set-aside for PHMAP.

SYSTEMS

Major systems to be inspected include and are scheduled as follows:

- ◆ ROOFS.....May
- ◆ Building Envelopes (exterior structure).....May
- ◆ Grounds.....May
- ◆ Out door lights.....May
- ◆ Heating/ AC Systems filters to be checked and changed as
As needed on a monthly basis...written report due by 5th Monthly
- ◆ Administrative office/ Maintenance buildingMay

The above referenced systems will be inspected by HA staff. Any findings will be noted on the inspection report along with any work orders issued for repairs. Safety findings will be repaired or corrected immediately or as appropriate with the nature of the finding. Inspection criteria will be a combination of safety requirements as per the Municipal Workers Compensation Fund and HUD Housing Quality Standards. Documentation will be maintained for PHMAP and MWCF.

Sample forms attached

Vacant Unit Turn Around Procedures

_____ Notice received or a vacant unit detected

_____ Exit inspection conducted with resident (if possible)

_____ Deficiencies found during inspection are noted
those that are tenant responsibilities charge to tenant

_____ Read utility meters

_____ Unit secured and locks changed

_____ Complete custodial clean out performed

_____ Appliances & plumbing system repaired

_____ Doors & windows secured

_____ Kitchen cabinets repaired

_____ Floor tile, walls & ceiling are repaired and painted

_____ Unit reinspected to ensure all work has been complete

_____ Conduct move in with resident (resident sign)

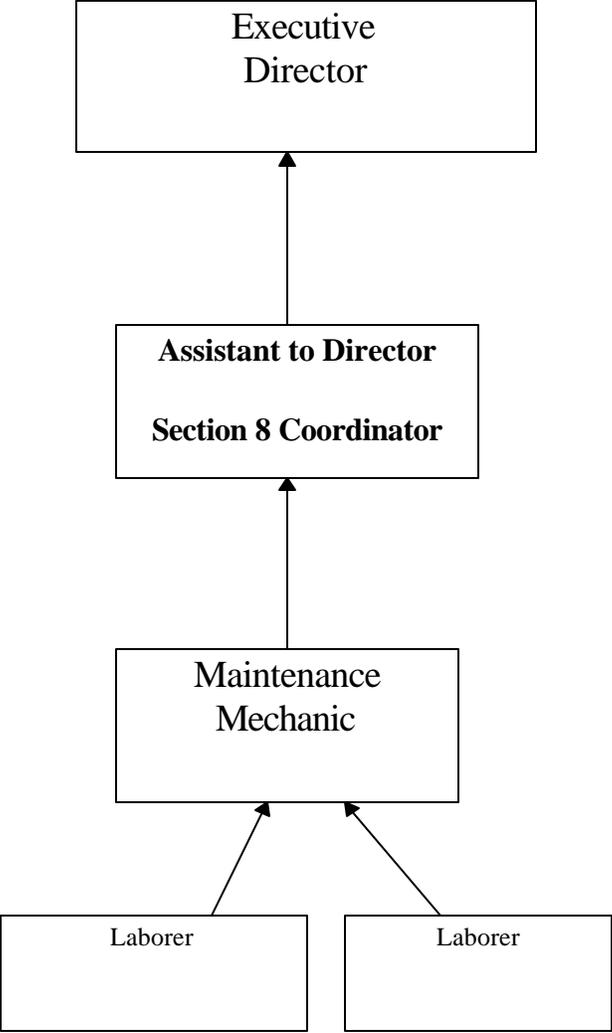
_____ Instruct new resident on cleaning techniques

MAINTENANCE PROGRAM

PREVENTATIVE MAINTENANCE

The intent of this Preventative Maintenance (PM) is to insure that the affected facilities, equipment, and systems remain in good operable condition at all times. The PM goal is to lifetime of facilities, equipment and systems. PM should not be Considered and extra load for the maintenance staff, or a prohibitive budgetary limitation. In addition, PM will allow the maintenance department to be proactive, rather than just reacting to emergencies and resident request. This will reduce the number of work orders, which will result in less work on the maintenance staff and more satisfaction among residents.

1. facilities, equipment and systems
 - a. building exterior
 - b. heating/ac
 - c. vehicles
 - d. roofs



CRIMINAL TRESPASS POLICY OF THE HARTFORD HOUSING AUTHORITY

The Hartford Housing Authority, hereinafter referred to as the "Authority", is aware of the problem its residents and Authority face with the unwanted presence of persons on, in or about the property of the Authority. Recognizing the seriousness of illegal drug activity as well as other criminal activity, the Authority adopts the following policy in an effort to enhance the safety, health and well being of its residents and its property. The goal of the following policy is to reduce criminal activity involving drugs and other activity, which threatens the peace and tranquility, desired for public housing and its residents. The following policy is to be implemented and carried out under the laws of the State of Alabama and the municipality.

I

- A. The Authority shall cause a verbal or written warning to be issued to any non- resident who either has no legal right to be on the property of the Authority, or is not an invited guest of a resident. Said warning shall state that such persons shall not come on any property belonging to the Authority for the time periods described below under penalty of being prosecuted for criminal trespass under law. Such warning shall be given to non-residents who:
- I Engage in or has had a verbal or physical confrontation with law enforcement personnel, residents, guests, or Authority personnel on the property of the Authority, in which no criminal activity occurred; Six months;
 2. Engage in criminal activity on housing authority property. - 'Which is non-violent in nature, and which causes no physical injury to another person; One year;
 3. Engage in criminal activity on housing, authority property in which a deadly weapon was used or threatened to be used, or which activity resulted in physical injury to any person; Three years;
- Any person who has been involved in or suspected of being involved in drug related activity on the property of the Authority; Three years.
4. Have been involved in any criminal or other activity that occurred on the property of the Authority which interferes with the quiet and peaceful enjoyment of the residents; Six months to three years, depending upon the circumstances and guidelines above.
 5. Damage the property of the Authority; One year.
- B. The warning shall be issued to such person or persons by a designated employee(s) of the Authority. A copy of the warning as issued, shall be filed with the Executive Director of the Authority or other appropriate officials of the Authority.
- C. Any person who has received a warning to leave the property under the

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III. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

- (A) Once a year, or as otherwise required by Landlord, Tenant agrees to furnish a signed statement and certification containing accurate information regarding family income, employment and family composition, for use by Landlord in redetermining rent, dwelling size and continued eligibility for assisted housing. In the event of failure or refusal of Tenant to report such information as required, Landlord may terminate this lease. The redetermination of rent and redetermination of proper dwelling size will be made in accordance with Landlord's computation of rents and Landlord's posted policies governing occupancy. When the Landlord redetermines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Landlord's determination, and that if the Tenant does not agree with the determination, the Tenant may request a hearing under the Landlord's grievance procedure.
- (B) Monthly rent as shown on page 1 of this lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular rent determinations, unless there is a change in family income or family composition.
- (C) Within ten (10) calendar days after there is a change in family income or family composition, Tenant agrees to provide to Landlord verifiable information regarding such change.
- (D) Changes in rent will be made as follows:
1. Tenant agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back (retroactive) rent due because of failure on the part of the Tenant to report such increase in family income;
 2. A decrease in rent resulting from a decrease in family income will be effective the first of the month following the date the decrease in family income is reported **and verified in writing**;
 3. Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
 4. Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program.

7296. **MINIMUM RENT HARDSHIP EXEMPTIONS:** The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
- The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
 - The family would be evicted as a result of the implementation of the minimum rent (This exemption is only applicable for the initial implementation of a minimum rent or increase to the existing minimum rent).
 - The income of the family has decreased because of changed circumstance, including loss of employment.
 - A death in the family has occurred which affects the family circumstances.
 - Other circumstances which may be decided by the HA on a case-by-case basis.

All of the above must be proven by the Resident providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

6. If a resident requests a hardship exemption (**prior to the rent being delinquent**) under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

IV. OBLIGATION OF TENANT; TENANT AGREES:

Special Definitions Section:

Drug Related Criminal Activity: The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined by Federal or State of Alabama Controlled Substances Acts.

Guest: For purposes of this lease, the term "*guest*" means a person on the premises with the consent of a household member.

Covered person: A resident, any member of the resident's household, a guest or other person under the residents control.

Household: The family and any HA approved live-in aide.

Premiss: The building or complex in which the public housing dwelling unit is located, including common areas and grounds.

- (A) Not to assign the lease or to sublease the premises;
 - (B) Not to provide accommodations for boarders, lodgers, or others not listed on the lease as household members except as provided in paragraph (D) of this Section; and not to allow any person not on the lease to use a housing authority address as his/her mailing address without the permission of the landlord.
 - (C) To use the premises solely as a private dwelling for the Tenant and the Tenant's household members identified in the lease, and not to use or permit its use for any other purpose except as provided for in Section V (B) of this lease;
 - (D) That guests may visit with consent of a household member. The Tenant agrees that no member of the Tenant household authorized to reside in the unit shall have a guest for more than 14 days within a calendar year without the prior written consent of the Landlord;
 - (E) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and well-being of all Tenants;
 - (F) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes that materially affect health and safety;
 - (G) To keep the premises, and such other areas as may be assigned to the Tenant for the Tenant's exclusive use, in a clean and safe condition;
 - (H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner;
 - (I) Tenant agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the Landlord, and agrees to maintain contract(s) in force and effect during tenancy for delivery of utility services to Tenant's premises. Tenant agrees that failure to maintain continuous utility service is considered to be a serious breach of this lease in that the cessation of service of gas, electricity or water is a threat to the safety and health of Tenants of the Landlord. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control;
 - (J) To refrain from, and to cause the household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;
 - (K) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, or to the project (including damage to project buildings, facilities or common areas) caused by the Tenant, a member of the Tenant household or a guest.
 - (L) To act, and cause household members or guests to act, in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;
 - (M) To assure that the Tenant, other persons under the Tenant's control, any member of the Tenant's household, or a guest, shall not engage in:
 - 1. Any criminal activity on or off the Landlord's premises that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord or any other person lawfully on the Landlord's premises.
 - 2. Any drug-related criminal activity on or off such premises; or any activity by a tenant or guest in which the Landlord determines that a tenant or guest is illegally using a controlled substance.
 - 3. Abuse of alcohol that the Landlord determines that it has reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord, or persons legally on the premises.
 - 4. The HA may terminate the tenancy if a member of the household is:
 - Fleeing to avoid prosecution, or custody, or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor.
 - Violating a condition of probation or parole imposed under federal or state law.
- VIOLATIONS OF THIS SECTION (M) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION XIV WITHOUT AN ARREST OR CONVICTION.
- (N) Not to keep or use inflammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks);
 - (O). Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by Landlord;

- (P) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Landlord and in accordance with the Landlord's pet policy;
- (Q) To pay when due all charges due under this lease;
- (R) Not to install any clothes dryer, additional telephones, trees, shrubs, fences, additional locks, fixtures, radio or television antenna, or make any other alterations to the premises or grounds without the prior written consent of the Landlord and then only under the conditions given by the Landlord for such consent;
- (S) To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the project;
- (T) To use only in a reasonable, safe, and intended manner and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment and facilities;
- (U) To immediately report to the Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind;
- (V) To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale; not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition;
- (W) To notify Landlord on or before any extended absence from the premises in excess of fifteen (15) calendar days;
- (X) To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Tenants. Said policies and regulations are posted in the Landlord's offices and are incorporated herein by reference.
- (Y) To report to Landlord within ten (10) calendar days after there is a change in family income or family composition and to provide Landlord verifiable information regarding such change (see also Section III (C) of this lease);
- (Z) To complete an application, or other written request, at the option of the Landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.
- (AA) Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns and air powered rifles.
- (BB) Tenant agrees to perform seasonal maintenance or other maintenance tasks where performance of such tasks by Tenants of dwelling units of a similar design and construction is customary. Tenants unable to perform such tasks because of age or disability are exempt from this obligation.
- (CC) To transfer to an appropriate size dwelling unit based on family composition, upon notice by the Landlord that such a dwelling unit is available.
- (DD) To furnish complete and accurate written information in a timely manner.
- (EE) To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein.
- (FF) To promptly remove any personal property left on the Landlord property when Tenant leaves, abandons or surrenders the dwelling.
- (GG) Not to commit, or allow members of Tenant's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Tenant's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals.
- (HH) To provide to the Landlord with 10 calendar days advanced notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the project office or Landlord's central office or sent by U.S. Mail properly addressed. Upon termination of this agreement, Tenant agrees that the dwelling shall not be considered "vacated" for rental charge purposes only, until such time as the keys are returned and the Landlord accepts the unit.
- (II) Tenant or family member agrees that any person who is under a "no trespassing" notice of trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to tenant of the person's name and nature of trespass notice.
- (JJ) Tenant agrees to accept the HA's offer of a revision to the existing lease. The HA may terminate the tenancy if the family fails to accept the HA's offer of a revision to an existing lease within a reasonable time as determined by the HA.

V. TENANT'S RIGHT TO USE AND OCCUPANCY:

- (A) The Tenant, and members of the household authorized to reside on the premises in accordance with the lease, shall have the right to exclusive

use and occupancy of the premises, including reasonable accommodation of guests. For purposes of this lease, the term "*guest*" means a person on the premises with the consent of a household member.

- (B) With the prior written consent of the Landlord, Tenant and members of the household may engage in legal profit-making activities on the premises, when the Landlord determines that such activities are incidental to the primary use of the premises for a residence by members of the household.
 - 1. With the prior written consent of the Landlord, a foster child or a live-in aide may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include:
 - (a) Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
 - (b) The Landlord's obligation to make reasonable accommodation for handicapped persons.
 - 2. *Live-in aide* means a person who resides with an elderly, disabled or handicapped person and who:
 - (a) Is determined to be essential to the care and well-being of the person;
 - (b) Is not obligated for the support of the person; and
 - (c) Would not be living in the unit except to provide the necessary supportive services.

VI. ENTRY OF PREMISES DURING TENANCY:

Landlord may enter the premises under the following conditions:

- (A) Landlord shall, upon written notification delivered to premises in advance at least two (2) calendar days or more, be permitted to enter the premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing.
- (B) Landlord may enter the premises at any time without advance notification when Tenant requests repairs, maintenance, or services or when there is reason to believe an emergency exists;
- (C) In the event Tenant and all adult members of the household are absent from the premises at the time of entry, Landlord shall leave a notice specifying the date, time and purpose of entry prior to leaving the premises.

VII. OBLIGATIONS OF LANDLORD; LANDLORD AGREES:

- (A) To maintain the premises and other project premises in decent, safe, and sanitary condition;
- (B) To comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development regulations that materially affect health and safety;
- (C) To make necessary repairs to the premises;
- (D) To keep project premises, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a decent, clean, safe and sanitary condition;
- (E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord; provided; however, that the Landlord is not responsible for damages caused by the malfunction of a refrigerator or freezer which causes damages to food or other personal property;
- (F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Tenant in accordance with Section IV (H) of this lease;
- (G) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- (H) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference in this lease in the Landlord's project office and to furnish such documents to Tenants and applicants upon request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided that the Landlord shall give at least 30-days written notice to each affected tenant setting forth the proposed modification, the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. The lease may be modified after giving residents sixty (60) days notice. A copy of such notice of proposed modification shall be:
 - 1. Delivered directly or mailed to each Tenant; or
 - 2. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project.

- (I) To post in the office of Tenant's complex, or if there is not a property office, the central office of the Landlord, copies of all rules, regulations, schedules of charges and other documents which are part of this agreement, whether by attachment or reference, and to make any changes or modifications available to Tenant.

VIII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:

In the event the premises are damaged to the extent that conditions are hazardous to life, health or safety of the Tenants, it is agreed that the following terms and conditions apply:

- (A) The Tenant shall immediately notify Landlord of the damage;
- (B) The Landlord shall be responsible for repair of the unit within a reasonable time: *Provided*, That if the damage was caused by the Tenant, Tenant's household members or guests, the reasonable cost of the repairs shall be charged to the Tenant;
- (C) Landlord shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
- (D) Rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with Paragraph (B) of this Section or alternative accommodations not provided in accordance with Paragraph C of this Section, except that no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of the Tenant household or guests.

IX. ABANDONED PROPERTY AND FURNISHINGS:

Upon the abandonment of the premises, the Tenant hereby appoints the Landlord and/or the Landlord's employees, as Tenant's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the premises. The Landlord shall inventory the property of the abandoned premises prior to removal and storage and shall have the making of the inventory witnessed. The Tenant hereby further appoints the Landlord and/or the Landlord's employees, as Tenant's agent(s), to hold the said property for a period of thirty (30) calendar days and, if not claimed by the Tenant within such thirty (30) calendar days after the Tenant has abandoned the premises, then the Landlord is hereby authorized to donate said property to a charitable institution or sell the property to recover any rent or charges accruing due to the storage of the property, or otherwise dispose of said property. The Landlord may take possession of the dwelling after the Tenant has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that Tenant has abandoned the dwelling if Tenant is absent from the dwelling for a period of fifteen (15) days from date of discovery, the rent is not current, and Tenant has not notified the Landlord in writing in advance of an intended absence, or otherwise as provided in this Agreement.

X. NOTICES:

- (A) The Landlord shall notify the Tenant of the specific grounds for any proposed adverse action by Landlord. (Such adverse action includes, but is not limited to, a lease termination/demand for possession (If Applicable), transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)
- (B) The Landlord shall notify the Tenant of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in Section XII (F) of this lease:
 - 1. The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination/demand for possession, a notice of lease termination/demand for possession in accordance with Section XI (B) shall constitute adequate notice of proposed adverse action.
 - 2. In the case of a proposed adverse action other than a lease termination/demand for possession, the Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

XI. NOTICE PROCEDURES:

- (A) The Landlord and the Tenant in giving notice one to the other shall use the following procedures:
 - Except as provided in Paragraph C of this Section, notice to a Tenant shall be in writing and delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling or sent by prepaid first-class mail properly addressed to the Tenant; and
 - Notice to the Landlord shall be in writing, delivered to the project office or the Landlord's central office or sent by U/S. first class mail properly addressed.
- (B) Notice to terminate/vacate from Landlord shall comply with Alabama Law. They shall be in writing and such notice shall be delivered to the Tenant or an adult member of Tenant's household or sent pre-paid first-class mail properly addressed to Tenant.

- (C) If the Tenant is visually impaired; all notices must be in a format understandable by Tenant.
- (D) Except as provided to the contrary herein, notices to the Tenant shall be in writing and either delivered to Tenant or an adult member of Tenant's household, or sent by prepaid first class mail, registered mail, or certified mail properly addressed to Tenant. Tenant shall be permitted to specify in writing any other address, if different from the address of Tenant's dwelling, to which notice should be sent. If not otherwise specified, notice sent to the Tenant's present dwelling shall be sufficient.

Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned. The non-return of a first class mailing shall be considered as receipt by the Tenant, in accordance with Alabama Law. Tenant agrees that in the absence of a forwarding address being submitted to the Landlord in writing, Tenant's address indicated above shall serve as Tenant's last known address for purposes of the laws of this state or Federal law.

TENANT AGREES TO GIVE LANDLORD 10 CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE APARTMENT UNIT.

XII. TERMINATION OF TENANCY AND EVICTION:

- (A) Landlord shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease such as failure to make payments due under this lease or to fulfill obligations of Tenant set forth in this lease or for other good cause. Good cause includes, but is not limited to:
 - Criminal or other activity by a member of the household that threatens the health or safety of other public housing residents or of persons residing in the immediate vicinity of the premises; or
 - Criminal or other activity by a member of the household that threatens the health or safety of HA management staff.
- (B) The Landlord shall give written notice of lease termination/demand for possession of:
 - 1. 14 calendar days in the case of failure to pay rent;
 - 2. A reasonable time considering the seriousness of the situation (but not less than 3 calendar days):
 - When the health or safety of other Tenants or Landlord's employees is threatened.
 - If the health or safety of other residents, HA employees, or persons residing in the immediate vicinity of the premises is threatened;
 - If any member of the household has engaged in any drug-related criminal activity or violent activity; or
 - If any member of the household has been convicted of a felony.
 - 3. 10 calendar days in any other case.
- (C) The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. **The notice of lease termination and demand for possession may be combined into one document.** When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's grievance procedure. The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's written request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be provided a copy of any such document at the Tenant's expense.
- (D) Any federally and state required notices shall run concurrently.
- (E) When the Landlord is required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice period provided for in Section XII. has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- (F) When the Landlord is not required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure, the notice of lease termination/demand for possession under this lease shall:
 - 1. State that the Tenant is not entitled to a grievance hearing on the termination.
 - 2. Specify the judicial eviction procedure to be used by the Landlord for eviction of the Tenant, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.
 - 3. State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Landlord; or any criminal activity or drug -related criminal activity on or off such premises.

XIII. EVICTION ONLY BY COURT ACTION:

The Landlord may evict the Tenant from the unit only by complying with State of Alabama statutory eviction requirements.

XIV. EVICTION FOR CRIMINAL ACTIVITY:

- (A) *Landlord discretion to consider circumstances.* In deciding to evict for criminal activity, the Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the criminal activity. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises without permission of the Landlord. A Landlord may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.
- (B) *Notice to Post Office.* When Landlord evicts an individual or family from the premises for engaging in criminal activity, including drug-related criminal activity, the Landlord shall notify the local post office serving the premises that such individual or family is no longer residing on the premises.

XV. ACCOMMODATION OF PERSONS WITH DISABILITIES:

- (A) A handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.
- (B) The Landlord shall provide a notice to each Tenant that the Tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

XVI. LEASE CHANGES:

Changes to this lease must be made by written addenda to this lease executed by both parties except for changes provided for in Section VII (H) of this lease. The failure of the family to accept the HA's offer of a revision to existing lease shall be grounds for termination.

XVII. FAILURE TO PERFORM:

Tenant agrees that failure of the Landlord to insist upon strict performance of terms, covenants, agreements and conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

XVIII. SEVERABILITY:

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

XIX. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-TENANTS

The Landlord is committed to providing a decent, safe and sanitary environment throughout the Landlord's property. The Tenant hereby delegates to the Landlord, or agrees to the Landlord's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Landlord's property:

- (A) Tenant delegates to the Landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-Tenants of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.
- (B) The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-Tenants, including but not limited to, guests (as defined herein) who, (i) conduct themselves in a manner to disturb the Tenants' peaceful enjoyment of their accommodations, community facilities or other areas of Landlord property; (ii) engage in illegal or other activity which would impair the physical and social environment on Landlord premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of Landlord premises by Tenants of the Landlord, employees of the Landlord or persons lawfully on the premises; (iv) engage in criminal activity or drug-related criminal activity (as defined herein), on or off Landlord premises; (v) engage in destroying, defacing, damaging or removing Landlord

equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord premises; (vi) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Landlord premises; and/or (vii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord for the benefit and well being of Landlord, Tenants, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the Landlord, of which such non-Tenants have been made aware. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

THE LANDLORD RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE THE TENANT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE TENANT, UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE, NEXT OF KIN, OR TENANT'S BENEFICIARY (AS LISTED BELOW), EXECUTES THE PROPER RECEIPTS REQUIRED BY THE LANDLORD FOR THE TENANT'S PERSONAL PROPERTY, OR HAS RECEIVED A COURT ORDER GIVING ACCESS, CONTROL OR POSSESSION TO TENANT'S PERSONAL PROPERTY.

XX. DESIGNATION OF BENEFICIARY

Tenant designates the following adult person as Tenant's beneficiary to be responsible for removal of Tenant's personal property in the event of the death or incapacity of a sole Tenant, or in the event that this agreement is terminated by the Landlord and Tenant is otherwise unavailable:

NAME _____

RELATIONSHIP _____

ADDRESS _____

HOME PHONE _____

BUSINESS PHONE _____

Property shall be stored as provided in the abandoned property of this lease, and all costs incurred by the Landlord pursuant to the schedule of charges shall be repaid prior to the removal of the property as provided herein. If the property is not removed within 30 days of notice, the Landlord may dispose of the property as provided in this agreement.

XXI. AVAILABILITY OF GRIEVANCE PROCEDURE:

All grievances concerning the obligations of the Tenant or the Landlord under this lease shall (except as provided in Section XII (F) of this lease) be resolved in accordance with the Landlord's grievance procedure.

XXII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:

The Landlord and the Tenant or a representative of the Tenant shall inspect the premises prior to commencement of occupancy by the Tenant. The Landlord will furnish the Tenant with a written statement of the condition of the premises, and the equipment provided with the premises. The statement shall be signed by the Landlord and the Tenant, and a copy of the statement shall be retained by the Landlord in the Tenant's files. The Landlord shall inspect the premises when the Tenant vacates the premises and furnish the Tenant with a statement of any charges to be made in accordance with Section IV (K) of this lease. Tenant shall be provided an opportunity to participate in the termination inspection unless the Tenant has vacated the premises without notice to the Landlord.

XXIII. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT RISKS.

Housing built before 1978 may contain paint containing lead. The landlord has disclosed the presence of known lead-based paint and lead-based paint risks in the dwelling. I have received a pamphlet issued by the government on poisoning prevention.

Housing Authority Disclosure

- (A) The HA has three sites that were identified as containing lead-based paint. The sites are: Newton Street, Slocomb Road, Avenue E, 3rd Avenue & 4th Avenue _____
- (B) The sites that were built before 1978 were tested for the presence of lead-paint and the lead-paint has been abated (removed or encapsulated). The records and reports documenting the testing and abatement are available for your review. The HA contracted with Anderson Builders to abate the lead-based paint hazards and A Summary of Lead-Based Paint Hazard Abatement, which was prepared by the original Contractor has been provided to you. As indicated above, the complete records and reports are available for your review. Please **initial one** of the following statements:
 - q I do not want to review the Lead-Based Paint records referenced above; or
 - q I do want to review the Lead-Based Paint Records referenced above.

Head of Household’s initials is Acknowledgment of:

- (A) q I received the “Summary of Lead-Based Paint Hazard Abatement,” which was prepared by Anderson Builders, the contractor.
- (B) q I was given the opportunity to review all the records and reports documenting the testing and abatement of lead-based paint hazards.
- (C) q I received a copy of the pamphlet, “ Protect Your Family from Lead in Your Home.”

Certification of Accuracy

The above listed parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

THE LANDLORD SHALL NOT BE RESPONSIBLE TO TENANT FOR CONDITIONS CREATED OR CAUSED BY THE NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS BY TENANT, MEMBERS OF TENANT’S HOUSEHOLD, OTHER PERSONS OR GUESTS, AS DEFINED HEREIN. THE TENANT ACKNOWLEDGES THAT HE/SHE SHOULD CONSIDER OBTAINING RENTER’S INSURANCE TO COVER PERSONAL PROPERTY.

ANY DRUG RELATED OR CRIMINAL ACTIVITY SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION WITHOUT AN ARREST OR CONVICTION.

TENANT DATE

TENANT DATE

REPRESENTATIVE FOR HARTFORD HOUSING AUTHORITY

HA REPRESENTATIVE & TITLE DATE

**DWELLING LEASE
HOUSING AUTHORITY OF THE CITY OF HARTFORD, ALABAMA**

This first page of your lease may change because of provisions in Section III. Tenant agrees to replace this page as required. Tenant agrees that the remainder of the lease shall remain in full force and effect.
State of Alabama,
County of Geneva

I. IDENTIFICATION OF PARTIES AND PREMISES:

The Housing Authority identified above, (called Landlord in this lease) relying upon the statements, certifications, and other information provided by the Tenant, also known as Tenant in this Lease, concerning the household composition, income and employment of all family members as reported in Tenant's signed Application for Admission or Continued Occupancy, agrees to lease to Tenant under the terms and conditions of this lease the premises designated as Apartment (Unit) located at _____, Hartford, Alabama, (called premises in this lease) consisting of _____ bedrooms. By signing this lease Tenant agrees to all the terms and conditions of this lease.

Members of Tenant Household	Relationship	Social Security Number
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

II. TERM, AMOUNT AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHARGES:

(A) Rent is due and payable in advance without notice on the first day of each month and is delinquent after the 5th day of the month. Tenant will pay an amount equal to the product of the number of days of actual occupancy multiplied by 1/30 of the monthly rent stipulated for the period beginning _____ and ending at midnight _____. The monthly rent is \$ _____. The Utility Allowance allowed for the unit is \$ _____. The Tenant shall pay on the first day of the month in advance to the housing authority the sum of \$ _____, which is the difference between the rent and the utility allowance allowed. If this is a negative amount, the Housing Authority shall pay this amount to the Tenant, unless this lease has been terminated for violations of the provisions of the lease. If a redetermination of rent determines an amount previously due but unpaid, (retroactive rent) such redetermined rent amount may be included in the amount stated above as due monthly. Partial payments will not be accepted after the due date (first of each month). If the lease is terminated by the Landlord for violation of the terms of the lease, the Utility Allowance shall not be paid to or on behalf of the Tenant. The Utility Allowance will be deposited into an escrow account during the pendency of any grievance process that was timely filed. If an eviction action is filed in Court, no Utility Allowance will be paid to or on behalf of the Tenant unless ordered by a Court.

This lease, until terminated for violation of the lease or modified as provided for herein (change in income or family composition, etc.), shall be automatically renewed for successive periods of one year. Failure to meet the community service requirements in the Admissions and Continued Occupancy Policy shall be grounds for non-renewal of the lease.

If Landlord must take legal action against Tenant because of a violation by Tenant of provisions of this lease, and Landlord prevails in such action, Tenant may be charged attorney fees, cost of collection and court costs associated with the legal action.

Amounts due under this lease, other than rent, may be collected after Landlord gives Tenant a 14 day written notice.

(B) Tenant agrees to pay a security deposit of \$146.00. The security deposit may be paid in installments of \$ _____ each with the first installment due with the first rent payment and thereafter an installment due with each later rent payment until the entire security deposit is paid. The security deposit may be used by Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises. Otherwise, the security deposit, or any balance remaining, will be returned to Tenant after the premises are vacated and all keys have been returned.

(C) Tenant is advised that any person who obtains or attempts to obtain, or who establishes or attempts to establish, eligibility for and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain, housing, or a reduction in public housing rental charges, or any rent subsidy, to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation or other fraudulent scheme or device shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$300.00 nor more than \$500.00 or be punished at hard labor for the county not to exceed 60 days, or may be both fined and imprisoned, at the discretion of the court. (24-1-10, Code of Alabama, 1975).

(D) Utilities and Utility Charges: Landlord also agrees to furnish water, sewage in the amounts specified in the posted Schedule of Utility Allowances. Tenant agrees to furnish and maintain electricity.

Zero Tolerance Policy:

The Landlord has a zero tolerance policy with respect to violations of lease terms regarding drug and/or criminal activity. Tenants and/or guests who engage in drug and other criminal activity will face swift eviction action as outlined in this lease.

THE HOUSING AUTHORITY OF THE CITY OF HARTFORD, ALABAMA

By: Authorized Representative		Date	
Tenant		Date	
Tenant		Date	

I have received a copy of this lease and I hereby declare that the facts given in my Application for Housing and Continued Occupancy are true. I understand that if these facts are not true, this lease will be terminated and I will be required to vacate.

A \$25.00 PENALTY IS CHARGED IF RENT IS NOT PAID BY THE 5 TH OF THE MONTH

Copies of all procedures, policy and other documents referred to in this lease are available for review upon request during the normal business hours of Landlord

DWELLING LEASE
HOUSING AUTHORITY OF THE CITY OF HARTFORD , ALABAMA

This first page of your lease may change because of provisions in Section III. Tenant agrees to replace this page as required. Tenant agrees that the remainder of the lease shall remain in full force and effect.
 State of Alabama,
 County of GENEVA

I. IDENTIFICATION OF PARTIES AND PREMISES:

The Housing Authority identified above, (called Landlord in this lease) relying upon the statements, certifications, and other information provided by the Tenant concerning the household composition, income and employment of all family members as reported in Tenant's signed Application for Admission or Continued Occupancy, agrees to lease to Tenant under the terms and conditions of this lease the premises designated as Apartment (Unit) No. _____ located at _____, Hartford, Alabama, (called premises in this lease) consisting of _____ bedrooms. By signing this lease Tenant agrees to all the terms and conditions of this lease.

Members of Tenant Household	Relationship	Social Security Number
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8.		

II. TERM, AMOUNT AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHARGES:

(A) Rent is due and payable in advance without notice on the first day of each month and is delinquent after the 5th day of the month. The monthly rent is \$ _____. The Utility Allowance allowed for the unit is \$ _____. The Tenant shall pay on the first day of the month in advance to the housing authority the sum of \$ _____, which is the difference between the rent and the utility allowance allowed. (If this is a negative amount, the Housing Authority shall pay this amount to the Tenant, unless this lease has been terminated for violations of the provisions of the lease. If a redetermination of rent determines an amount previously due but unpaid, (retroactive rent) such redetermined rent amount may be included in the amount stated above as due monthly. Partial payments will not be accepted after the due date (first of each month). If the lease is terminated by the Landlord for violation of the terms of the lease, the Utility Allowance shall not be paid to or on behalf of the Tenant. The Utility Allowance will be deposited into an escrow account during the pendency of any grievance process that was timely filed. If an eviction action is filed in Court, no Utility Allowance will be paid to or on behalf of the Tenant unless ordered by a Court.

This lease, until terminated for violation of the lease or modified as provided for herein (change in income or family composition, etc.), shall be automatically renewed for successive periods of one year. Failure to provide verifiable documentation at the time of renewal of the Lease that the Tenant has completed the minimum monthly community service requirements shall be grounds for non-renewal of the lease.

If Landlord must take legal action against Tenant because of a violation by Tenant of provisions of this lease, and Landlord prevails in such action, Tenant may be charged attorney fees, cost of collection and court costs associated with the legal action.

Amounts due under this lease, other than rent, may be collected after Landlord gives Tenant a 14 day written notice.

(B) Tenant has paid a security deposit of \$ _____. The security deposit may be used by Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises. Otherwise, the security deposit, or any balance remaining, will be returned to Tenant after the premises are vacated and all keys have been returned.

(C) Tenant is advised that any person who obtains or attempts to obtain, or who establishes or attempts to establish, eligibility for and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain, housing, or a reduction in public housing rental charges, or any rent subsidy, to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation or other fraudulent scheme or device shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$300.00 nor more than \$500.00 or be punished at hard labor for the county not to exceed 60 days, or may be both fined and imprisoned, at the discretion of the court. (24-1-10, Code of Alabama, 1975).

(D) Utilities and Utility Charges: Landlord also agrees to furnish water and sewage in the amounts specified in the posted Schedule of Utility Allowances. Tenant agrees to furnish and maintain electricity

Zero Tolerance Policy:

The Landlord has a zero tolerance policy with respect to violations of lease terms regarding drug and/or criminal activity. Tenants and/or guests who engage in drug and other criminal activity will face swift eviction action as outlined in this lease.

THE HOUSING AUTHORITY OF THE CITY OF HARTFORD, ALABAMA

By: Authorized Representative		Date	
Tenant		Date	
Tenant		Date	

I have received a copy of this lease and I hereby declare that the facts given in my Application for Housing and Continued Occupancy are true. I understand that if these facts are not true, this lease will be terminated and I will be required to vacate.

A \$25.00 PENALTY IS CHARGED IF RENT IS NOT PAID BY THE 5TH OF THE MONTH

This page shall replace the first page of your lease and must be substituted for your first page effective _____

Copies of all procedures, policy and other documents referred to in this lease are available for review upon request during the normal business hours of Landlord.

Approved 5/2000

GRIEVANCE PROCEDURE HARTFORD HOUSING AUTHORITY

I. RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a Tenant shall be entitled to a hearing before a hearing officer.

II. DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- (A) "Grievance" shall mean any dispute which a Tenant may have with respect to Landlord action or failure to act in accordance with the individual Tenant's lease or Landlord regulations which adversely affect the individual Tenant's rights, duties, welfare or status. Grievance does not include any dispute a Tenant may have with Landlord concerning a termination of tenancy or eviction that involves any activity that may threaten the health, safety, or right to peaceful enjoyment of the Landlord's public housing premises by other Tenants or employees of the Landlord, or any criminal activity or drug-related criminal activity on or off such premises.
- (B) "Complainant" shall mean any Tenant whose grievance is presented to the Landlord or at the project management office in accordance with Section III and Section IV.
- (C) "Elements of due process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
 - (2) Right of the Tenant to be represented by counsel;
 - (3) Opportunity for the Tenant to refute the evidence presented by the Landlord including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
 - (4) A decision on the merits.
- (D) "Hearing officer" shall mean a person selected in accordance with Section IV of these procedures to hear grievances and render a decision with respect thereto.
- (E) *Tenant* shall mean the adult person (or persons) (other than a live-in aide):
 - (1) Who resides in the premises, and who executed the lease with the Landlord as lessee of the premises, or, if no such person now resides in the premises,
 - (2) Who resides in the premises, and who is the remaining head of household of the Tenant family residing in the premises.

(F) *Resident organization* includes a resident management corporation.

(G) **Promptly** (as used in Section III, and IV.(D) shall mean within five business days from the date of mailing of the adverse action or grievable complaint.

III. PROCEDURES PRIOR TO A HEARING

Informal settlement of grievance. Any grievance shall be promptly and personally presented, either orally or in writing, to the Landlord office or to the office of the project in which the Tenant resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the Tenant and one retained in the Landlord's Tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing under these procedures may be obtained if the Tenant is not satisfied. **The purpose of this informal settlement of grievance is to allow the Tenant and management to informally discuss an issue without the need for third parties, including witnesses or representatives, to be involved. At any time that a third party, including a witness or representative becomes or should become involved in the process, the informal settlement conference shall become a "hearing" and the procedures found in Section IV hereof shall apply. The housing authority shall notify the Tenant of the date and time that the hearing will take place.**

IV. PROCEDURES TO OBTAIN A HEARING

(A) *Request for hearing.* In the event that the Tenant is not satisfied with the informal settlement of grievance provided for in Section III, the Tenant shall submit a written request for a hearing to the Landlord or the project office within five (5) business days from date of mailing of the summary of discussion pursuant to Section III. The written request shall specify:

- (1) The reasons for the grievance; and
- (2) The action or relief sought.

(B) *Selection of Hearing Officer.* A grievance hearing shall be conducted by an impartial person appointed by the Landlord other than a person who made or approved the Landlord action under review or a subordinate of such person.

The Landlord shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization for such organization's comments or recommendations. Any comments or recommendations by the resident organization submitted in a reasonable time shall be considered by the Landlord.

From this list, a hearing officer shall be selected.

(C) *Failure to request a hearing.* If the Tenant does not request a hearing in accordance with this Section, then the Landlord's disposition of the grievance under Section III shall become final: *Provided*, That failure to request a hearing shall not constitute a waiver by the Tenant of the right thereafter to contest the Landlord's action in disposing of the complaint in an appropriate judicial proceeding.

(E) *Escrow deposit.* Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Landlord claims is due, the Tenant shall pay to the Landlord an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Tenant shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Landlord until the complaint is resolved by decision of the hearing officer. Amounts deposited into the escrow shall not be considered as acceptance of money for rent during the period in which the grievance is pending. These requirements may be waived by the Landlord in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure: *Provided*, That failure to make payment shall not constitute a waiver of any right the Tenant may have to contest the Landlord's disposition of his grievance in any appropriate judicial proceeding. *Provided*, however, that if a public housing family requests a hearing under this policy, to review the HA's determination denying or limiting the family's claim to a financial hardship exemption the family is not required to pay any escrow deposit in order to obtain a grievance hearing on such issues.

(F) *Scheduling of hearings.* Upon the Tenant's compliance with this Section, or upon the housing authority notifying the tenant or his/her representative that a hearing will be held, a hearing shall be promptly scheduled by the hearing officer for a time and place reasonably convenient to both the Tenant and the Landlord. A written notification specifying the date, time, place and the procedures governing the hearing shall be delivered to the Tenant and the appropriate Landlord official.

V. PROCEDURES GOVERNING THE HEARING

- (A) The Tenant shall be afforded a fair hearing, which shall include:
 - (1) The opportunity to examine before the grievance hearing any Landlord documents, including records and regulations, that are directly relevant to the hearing. The Tenant shall be provided a copy of any such document at the Tenant's expense. If the Landlord does not make the document available for examination upon request by the Tenant, the Landlord may not rely on such document at the grievance hearing.
 - (2) The right to be represented by counsel or other person chosen as the Tenant's representative, and to have such person make statements on the Tenant's behalf;

(D) *Hearing prerequisite.* All grievances shall be promptly presented in person, either orally or in writing pursuant to the informal procedure prescribed in Section III as a condition precedent to a hearing under this section: *Provided*, That if the Tenant shall show good cause why there was failure to proceed in accordance with Section III to the hearing officer, the provisions of this Subsection may be waived by the hearing officer.

- (3) The right to a private hearing unless the Tenant requests a public hearing;
- (4) The right to present evidence and arguments in support of the Tenant's complaint, to controvert evidence relied on by the Landlord or project management, and to confront and cross-examine all witnesses upon whose testimony or information the Landlord or project management relies; and
- (5) A decision based solely and exclusively upon the facts presented at the hearing.

(B) *Accommodation of persons with disabilities.*

- (1) The Landlord shall provide reasonable accommodation for persons with disabilities to participate in the hearing.

Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.
- (2) If the Tenant is visually impaired, any notice to the Tenant which is required by these procedures must be in an accessible format.

(C) At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the HA must sustain the burden of justifying the HA action or failure to act against which the complaint is directed.

VI. DECISION OF THE HEARING OFFICER

- (A) The hearing officer shall prepare a written decision, together with the reasons therefor, within a reasonable time (not to exceed 10 calendar days) after the hearing. A copy of the decision shall be sent to the Tenant and the Landlord. The Landlord shall retain a copy of the decision in the Tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Landlord and made available for inspection by a prospective complainant, his representative, or the hearing officer.
- (B) The decision of the hearing officer shall be binding on the Landlord which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Landlord's Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:
 - (1) The grievance does not concern Landlord action or failure to act in accordance with or involving the Tenant's lease or Landlord regulations, which

Resolution

SOLICITATION POLICY

Whereas the Hartford Housing Authority is committed to providing a decent and safe environment throughout the property owned and/or controlled by the Authority;

The Hartford Housing Authority adopts the following resolution concerning solicitation on the property owned and/or controlled by the Hartford Housing Authority.

Now Therefore, Be It Resolved:

That the Hartford Housing Authority, its employees and authorized agents may prohibit solicitation on Authority property or property controlled by the Authority unless express written permission of the Hartford Housing Authority Board of Commissioners is obtained in advance of the entering on said property for solicitation purposes. Any person, group, or other organization may apply for permission for entering the premises owned or controlled by the Hartford Housing Authority. Said application shall be presented to the Executive Director on the form which will be supplied by the Authority. Said application shall include the nature of the gathering or solicitation, the dates, the person or persons in charge, and other information as required by the Executive Director. The Executive Director, in his sole discretion, may charge a damage deposit which shall be paid prior to any permit being issued. The Executive Director shall take any steps necessary to insure that an adequate damage deposit is received and shall verify that security has been provided for, and that appropriate funds are collected to reimburse the Housing Authority for costs incurred for security personnel. The Hartford Housing Authority or its Board of Commissioners shall not discriminate against any person, firm, group or organization in its granting express written permission for solicitation as provided in this policy. The written permission shall specify specific dates, time, purposes, and locations where the solicitation may be done. These shall be strictly enforced and a breach of the dates, time, purposes and/or locations shall be considered to be trespassing on the property. The written permission shall be available for inspection during the solicitation by any member of law enforcement or any employee or agent of the Hartford Housing Authority. If said written permission is not available for review, the solicitation shall immediately cease until such time as the written permission is produced.

At the conclusion of the solicitation in accordance with this policy, any and all expenses incurred by the Authority for the cleaning-up of buildings, grounds or other areas, as well as compensation from any damages shall be deducted from the deposit and the remainder shall be refunded to the person, firm or other organization who has received the express permission for solicitation pursuant to this policy. Any further amounts of money which have been incurred for such purposes shall be paid by the person or group who did the solicitation.

Any person, firm, group or organization who attempts to carry on solicitation without this express written permission, and is found to be on the premises owned or controlled by the Hartford Housing Authority shall be given a trespass notice and shall be informed that they are trespassing. Any further action of the person, firm, group or organization after said warning shall be dealt with according to law..

The Hartford Housing Authority shall exercise this policy to the extent allowable by all applicable laws, rules, policies, and/or regulations.