OMB Approval No: 2577-0226
(exp. 02/28/2006)

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 2004

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: Albany Housing Authority

PHA Number: NY009

PHA Fiscal Year Beginning: 07/2004

Public Access to Information

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 (as soon as website is completed)
☐ 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) PHA website

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.

☒ The PHA's mission is: (state mission here)

The mission of the Albany Housing Authority is to lead the community with professionalism, integrity, and spirit in providing quality housing of choice for a diverse population and to partner with the community to maximize social and economic opportunity.

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.

☒ PHA Goal: Expand the supply of assisted housing

Objectives:

- ☒ Apply for additional rental vouchers:
- ☒ Reduce public housing vacancies:
- ☒ Leverage private or other public funds to create additional housing opportunities: **Develop at least one additional low-income housing tax credit program-assisted program by 6/30/2004**
- ☒ Acquire or build units or developments
- ☒ Other (list below):
  - **Explore feasibility of additional revitalization activities at NY 9-3 & NY 9-1.**
  - **Evaluate ways to make NY 9-13 Ezra Prentice more marketable to working families, including the possibility of HOPE VI funding, demolition/conversion and replacement housing options in Albany's South End community. Explore the additional possibility of a mixed-financing plan to help pay for the needed renovations.**
  - **Arbor Hill Replacement Rental (78) & Home owner (20) units**

- **Homeownership**

☒ PHA Goal: Improve the quality of assisted housing
Objectives:
- ☒ Improve public housing management: (PHAS score) 89%
- ☐ Improve voucher management: (SEMAP score) 104%
- ☒ 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)

☒ PHA Goal: Increase assisted housing choices
Objectives:
- ☐ Provide voucher mobility counseling:
- ☒ Conduct outreach efforts to potential voucher landlords
- ☐ Increase voucher payment standards
- ☒ Implement voucher homeownership program: **ongoing**
- ☒ Implement public housing or other homeownership programs: **ongoing**
- ☐ Implement public housing site-based waiting lists:
- ☐ Convert public housing to vouchers:
- ☒ Other: (list below)
  - **AHA will attempt to be a catalyst for homeownership and partnership with others to insure that each neighborhood surrounding its developments is anchored by 10% homeownership to the greatest extent feasible.**
  - **Continue to explore the possibility of expanding public housing and Housing Choice Voucher programs outside of the City of Albany whenever possible.**
  - **Counseling to reduce the concentration of its voucher holders by having a 5% increase in the number of participants living in other than low-income areas by 6/30/2005.**
  - **Increase housing choices by applying for grant funds including HOPE VI funds whenever possible.**
  - **AHA will continue its efforts to implement its plan to assign project-based vouchers in its NYS assisted housing to increase housing choice. The Projecting-basing is critical to increase the supply of decent, safe and affordable housing for large families particularly at Creighton Storey homes where the larger units are present (4 & 5 bdr)**
  - **AHA will continue to utilize tenant-based HCV in its NYS assisted housing.**

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

☒ PHA Goal: Provide an improved living environment
Objectives:

☒ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:

☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:

☒ Implement public housing security improvements:

- **De-densify public housing developments through applicable HOPE VI and similar grants when determined feasible and fungible.**
- **Continue targeted police patrols to maintain annual 2%-5% crime reduction**
- **Continue to communicate with residents regarding security and safety issues in the Authority's newsletter.**

☐ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)

☒ Other: (list below)

- **Continue to collaborate with the Tenant Leadership Council to develop strategies for youth that result in partnerships and contracts with experiences youth service programs and agencies to promote self-esteem and self-sufficiency, etc. when possible and if financially feasible.**

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

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

☒ Increase the number and percentage of employed persons in assisted families:

- **Section 3 employment development whenever and wherever possible and reestablish building trades initiative with AHA WAGE Center where applicable**

☒ Provide or attract supportive services to improve assistance recipients' employability:

- **Develop and implement strategies with Women's Reemployment Center, NYSA Dept. of Labor, City of Albany Human Resources, Albany Co. Affirmative/Human Resource Dept., etc. This should result in partnership contracts to assist residents with self-sufficiency endeavors.**
- **Continue INVEST program**

☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.

- **Continue the Elderly Service Coordinator program through annual funding appropriations.**

☒ Other: (list below)

- **Continue to identify and inventory for the resident skill database and deliver a training curriculum that will augment employability.**
- **Continue to maximize utilization of community centers with programs geared to residents' education and employability.**
- **Assure dissemination of information on a monthly basis to all residents about programs and services that promote self-sufficiency and crime prevention through increase resident communication (newsletter, rent bills, meetings, etc.)**

- **Continue to help develop effective and fully functioning resident organizations for each development and for the tenant-based HCV program on an ongoing basis.**

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

☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:

- ☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
- ☐ 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:
- ☐ 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)

- **Update AHA's website**
- **AHA will submit applications for Federal and State programs to earn development fees and for tax-exempt bond transactions.**
- **Strive to operate so that income exceeds expenses on an annual basis.**
- **Continue to apply for all available funds (HOPE VI, ROSS, CGP, CDBG, Federal and NYS grants for resident programs and services, as well as to fund development activities.**
- **Continue Energy conservation measures**
- **Continue to explore, develop and implement the project-based voucher program in NYS assisted developments to increase the availability of affordable housing.**

Annual PHA Plan
PHA Fiscal Year 2004
[24 CFR Part 903.7]

i. Annual Plan Type:
Select which type of Annual Plan the PHA will submit.

☒ **Standard Plan**

Streamlined Plan:

☐ **High Performing PHA**
☐ **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.

- **This Annual Plan Update is the final update for the Authority's initial 5-Year Plan. This update includes revised dates for completion of some remaining goals. Attachments include the Authority's ACOP, which has been revised to be consistent with the HUD public housing occupancy guidebook; the Administrative Plan for the Housing Choice Voucher program to incorporate project-based voucher program and homeownership; the AHA Ethics Policy; an updated Organizational Chart; and the Capital Fund and Development program tables for the upcoming fiscal year.**

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.

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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:

☒ Admissions Policy for Deconcentration **(included in the ACOP ny009g05)**
☒ FY 2004 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:

☒ PHA Management Organizational Chart
☐ FY 2005 Capital Fund Program 5-Year Action Plan
☐ Public Housing Drug Elimination Program (PHDEP) Plan
☒ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text) ***included in attachment ny009b05**
☒ Other (List below, providing each attachment name)
ny009a05 List of RAB members
ny009b05 Public Hearing Minutes, comments and AHA response
ny009c05 2003 CFP PE Report NY06P00950103
ny009d05 2003 RHF PE Report NY06P00950103
ny009e05 2004 CFP Annual Statement/ 5 Year Plan NY06R00950104
ny009f05 2004 RHF Budget NY06R0095104
ny009g05 ACOP 4-2004
ny009h05 Admin Plan- HCV
ny009i05 AHA Code of Ethics
ny009j06 AHA Organizational Chart

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

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	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
	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;
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 Quality Housing and Work Responsibility Act Initial Guidance; Notice* and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies and in the A & O
x	Public housing rent determination policies, including the methodology for setting public housing flat rents ☒ 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 ☒ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
x	Section 8 rent determination (payment standard) policies ☒ 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 ☒ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
x	Section 8 informal review and hearing procedures ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
x	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
	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
	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
x	Policies governing any Section 8 Homeownership program ☒ 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
N/A	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
x	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed) Organizational Chart, Ethics Policy, RAB, Public Hearing Minutes with tenant comment and PHA response

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	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	6370	5	n/a	n/a	n/a	n/a	n/a
Income >30% but <=50% of AMI	4113	5	n/a	n/a	n/a	n/a	n/a
Income >50% but <80% of AMI	5863	3	n/a	n/a	n/a	n/a	n/a
Elderly	4269	1	n/a	n/a	n/a	n/a	n/a
Families with Disabilities	1860	n/a	n/a	n/a	n/a	n/a	n/a
African-American	7769	n/a	n/a	n/a	n/a	n/a	n/a
Hispanic-Latino	1002	n/a	n/a	n/a	n/a	n/a	n/a
Asian-Pacific Islander	678	n/a	n/a	n/a	n/a	n/a	n/a
Amer.Indian-Eskimo	117	n/a	n/a	n/a	n/a	n/a	n/a
Caucasian	33206	n/a	n/a	n/a	n/a	n/a	n/a
Other	351	n/a	n/a	n/a	n/a	n/a	n/a

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
Indicate year: 1990

☒ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset **1990 CHAS Data Book – Table 1C – All Households**

☐ American Housing Survey data
Indicate year:

☐ Other housing market study
Indicate year:

☒ Other sources: (list and indicate year of information) **City of Albany Consolidated Plan 2000-2005**

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			
Waiting list type: (select one) ☐ Section 8 tenant-based assistance ☐ Public Housing ☒ Combined Section 8 and Public Housing ☐ 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	3637		
Extremely low income <=30% AMI	2412	66%	
Very low income (>30% but <=50% AMI)	1153	32%	
Low income (>50% but <80% AMI)	72	2%	
Families with children	2315	64%	
Elderly families	104	3%	
Families with Disabilities	708	19%	
Race/ethnicity	White 816	22%	
Race/ethnicity	Black 2585	71%	
Race/ethnicity	Amer.Indian 16	.4%	
Race/ethnicity	Asian-Pac.Isl. 20	.5%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	1731		
2 BR	1081		
3 BR	602		
4 BR	165		
5 BR	58		
5+ BR	N/A		

Housing Needs of Families on the Waiting List
Is the waiting list closed (select one)? ☒ No ☐ Yes If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☒ Yes **AHA has partnered with local agencies to initiate a Homeless Intervention Program and will allow HIP participants to apply if either the public housing or HCV waiting list is closed. The ACOP & Admin Plan is updated to reflect this policy.**

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)

- **Provide Homeownership opportunities**
- **Project - based Housing choice vouchers**
- **Providing both rental and homeownership opportunities in the Arbor Hill neighborhood in support of HOPE VI activities.**

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
☐ 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
☒ Other: (list below)

- **Employ continued marketing avenues to increase desirability of senior units.**
- **Investigate the possibility of targeted vouchers for elderly at site of St. Joseph's High School (this is anticipated pre-development work only at this time and may not occur)**

Provide Service Coordinator to assist elderly families with needed referrals, advocacy and assistance to extend their time in AHA units.

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
☐ Affirmatively market to local non-profit agencies that assist families with disabilities
☒ Other: (list below)
- **Provide Service Coordinator to assist disabled families with needed referrals, advocacy and assistance to extend their time in AHA units.**
- **Ongoing assessment of accessibility need (numbers, size, types, etc.)**

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

☒ Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
☒ Market the section 8 program to owners outside of areas of poverty /minority concentrations
☒ Other: (list below)
- **Promote housing choices in non-impacted City neighborhoods to the greatest extent feasible.**
- **Ongoing homeownership programs**

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:

☒ Funding constraints
☒ 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 2004 grants)**		
a) Public Housing Operating Fund	5,764,865	
b) Public Housing Capital Fund	2,174,104	
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	11,312,212	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
g) Resident Opportunity and Self-Sufficiency Grants	299,204	
h) Community Development Block Grant	0	
i) HOME	400,000	
Other Federal Grants (list below)		
Weed and Seed	100,000	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
HOPE VI Demolition	750,000	
3. Public Housing Dwelling Rental Income	4,060,620	
4. Other income (list below)		

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
U.S. Dept. of Agriculture (Summer Food Program)	177,000	
4. Non-federal sources (list below)		
New York State Admin Fund	1,675,703	
Total resources	26,713,708	

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: (state time)

- **Within 90 days of unit availability**

☐ 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 history, character references, home visits.**

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

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

e. ☐ 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 ***AHA uses Plan B for the community-wide list.***
☐ Sub-jurisdictional lists
☒ Site-based waiting lists ***For North Albany only (HOPE VI)***
☐ 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)

- **Via the Internet at www.albanyhousing.org (soon to be available)**

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?**12**

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? **12**

3. ☒ Yes ☐ No: May families be on more than one list simultaneously
   If yes, how many lists? **12**

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) **AHA Website**

(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
☐ Overhoused
☐ Underhoused
☒ Medical justification
☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
☐ Resident choice: (state circumstances below)
☒ Other: (list below) **at the discretion of the Executive Director for incentive moves**

c. Preferences

1. ☒ Yes ☐ 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) **At the discretion of the Executive Director persons in a witness protection program, persons in Operation Safe Home (domestic violence victims) may be housed ahead of any other person on the waiting list.**

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.

1 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 **1**
☐ Veterans and veterans' families
☒ Residents who live and/or work in the jurisdiction **2**
☒ Those enrolled currently in educational, training, or upward mobility programs **3**
☐ 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)
1 victims of domestic violence
1 HIP participants (limited to 20 annually between p.h. & voucher program *In ACOP)

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)

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

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

☒ At an annual reexamination and lease renewal
☒ Any time family composition changes
☒ At family request for revision
☒ Other (list) **When we determine a possible discrepancy in reporting**

(6) Deconcentration and Income Mixing

a. ☒ Yes ☐ 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 ☐ 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: **9-1, 9-3, 9-4, 9-5, 9-7, 9-11, 9-12, 9-13, 9-21, 9-22, 9-27, 9-28, NYS 137 B, NYS 137C (*NY 9-23, 24, 25 & 26 have a single separate site-based waiting list)**

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

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

☐ Other (list policies and developments targeted below)

d. ☐ Yes ☒ 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)

☐ Not applicable: results of analysis did not indicate a need for such efforts
☒ List (any applicable) developments below: **all family developments**

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)

☒ 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)

☒ 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)

- **Previous rental history, particularly for assisted or public housing experience**

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

c. ☐ 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 ***does not include HOPE VI sites at North Albany (separate application is required)**
☐ Federal moderate rehabilitation
☐ Federal project-based certificate program
☒ Other federal or local program (list below)
- **NYS assisted public housing developments**

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:
- **In most cases, AHA will extend the search time due to Albany's limited rental market. This is usually necessary for 3+ bedroom unit searches.**

(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)

- **At the discretion of the Executive Director, persons in a witness protection program and Operation Safe Home for victims of domestic violence.**
- **Recently added active participants in the HIP (Homeless Intervention Program) with a maximum of 20 annually.**

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.

X 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 **1**
☐ Veterans and veterans' families
☐ Residents who live and/or work in your jurisdiction
☒ Those enrolled currently in educational, training, or upward mobility programs **2**
☐ 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)

- **HIP participants (limited to 20 annually & includes p.h.)**

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
☐ Other (list below)

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---

☒ 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
☒ $26-$50

2. ☒ Yes ☐ 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 ***1 year only**
☒ For increases in earned income **until the next annual reexam**
☐ 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:

☐ For household heads
☐ For other family members
☐ For transportation expenses
☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families
☒ Other (describe below) **Additional income from an AHA resident owned or operated business where it is not the sole source of income for the household**

e. Ceiling rents

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

☐ 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)

☐ 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)

☐ Market comparability study
☐ 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
☒ At family option
☐ 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)_____
☐ Other (list below)

g. ☐ Yes ☒ 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.)

☒ The section 8 rent reasonableness study of comparable housing
☐ Survey of rents listed in local newspaper
☐ 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 below100% 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. ☐ 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: **The AHA Board of Commissioners oversees the policies and finances of the Authority by directing the Executive Director and staff to administer and operate the physical inventory (developments) and services as provided by the U.S. Department of Housing & Urban Development, NYS Department of Housing & Community Renewal (DHCR), and private non-profit and profit subsidiaries of the Authority.**

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	1623	213
Section 8 Vouchers	1901	420
Section 8 Certificates		
Section 8 Mod Rehab	21	15
Special Purpose Section 8 Certificates/Vouchers (list individually)	285	65
Public Housing Drug Elimination Program (PHDEP)	0	0

Other Federal Programs(list individually) HOPE VI ROSS Neighborhood Networks	 90 275 100	 90 25% 25%
Elderly Service Coord.	300	45

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.

- Public Housing Maintenance and Management: (list below)
  - **Maintenance Manual, Preventative Maint. Manual, Security Policy, ACOP**

- Section 8 Management: (list below)
  - **Administrative Plan, FSS Action Plan**

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. ☐ 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)

☒ PHA main administrative office
☐ PHA development management offices
☐ Other (list below)

B. Section 8 Tenant-Based Assistance

1. ☐ 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)

☒ 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) **ny009e05 & ny009f05**

-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 ☒ 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 ☐ 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: **Edwin Corning Homes**
2. Development (project) number: **NY 9-2**
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 **Site construction completed 2003; Full occupancy 2003; Off-site replacement housing in progress.**

☒ 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: **There *may* be an Authority application for HOPE VI Revitalization grant funds. Possible sites include Ezra Prentice (9-13), Whalen (9-1), Lincoln (9-4), Steamboat (9-11, 9-12) depending on HOPE VI criteria and other considerations.**

☒ 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:

- **Approximately 100 rental replacement units as final phase of Corning HOPE VI grant is scheduled for 2005-2006 completion dates.**

☒ 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:

- **Bond issue for major improvements to NY 9-13 Ezra Prentice Homes**

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: **Lincoln Park Square (1 building within the site)** 1b. Development (project) number: **NY 9-4**
2. Activity type: Demolition ☒ Disposition ☐
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application approved, submitted, or planned for submission: **11/24/1998**
5. Number of units affected: **N/A** 6. Coverage of action (select one) ☒ Part of the development **4 Lincoln Square only** ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: **6/2004** b. Projected end date of activity: **3/2005**

Demolition/Disposition Activity Description
1a. Development name: **Steamboat Square (1 building within the site)** 1b. Development (project) number: **NY 9-3**
2. Activity type: Demolition ☒ Disposition ☐
3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application approved, submitted, or planned for submission: **11/24/1998**
5. Number of units affected: **N/A** 6. Coverage of action (select one) ☒ Part of the development **159 Church St. only** ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: **6/2004** b. Projected end date of activity: **3/2005**

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 ☐ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☐ Submitted, pending approval ☐ Planned application ☐
4. Date this designation approved, submitted, or planned for submission: (DD/MM/YY)
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
6. Number of units affected: 7. Coverage of action (select one) ☐ Part of the development ☐ 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? ☐ Assessment underway ☐ Assessment results submitted to HUD ☐ Assessment results approved by HUD (if marked, proceed to next question) ☐ Other (explain below)
3. ☐ Yes ☐ 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) ☐ Conversion Plan in development ☐ Conversion Plan submitted to HUD on: (DD/MM/YYYY) ☐ Conversion Plan approved by HUD on: (DD/MM/YYYY) ☐ 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)

- ☐ Units addressed in a pending or approved demolition application (date submitted or approved:
- ☐ Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:)
- ☐ Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:)
- ☐ Requirements no longer applicable: vacancy rates are less than 10 percent
- ☐ Requirements no longer applicable: site now has less than 300 units
- ☐ 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 ☒ 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: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☐ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected: 6. Coverage of action: (select one) ☐ Part of the development ☐ Total development

***NOTE*: Special homeownership programs: AHA is administering three non-public housing, NY State, and privately financed homeownership programs: Stephen Myers Affordable Housing (Arbor Hill); Frederick Douglass (South End); and the South End Homebuyer Program (SHARP). AHA will be developing both rental (78) and homeownership units (20) during the upcoming year in the Arbor Hill neighborhood in conjunction with its HOPE VI initiative. Development is expected to begin in 2005. Financing may include bond issue and a capital fund-financing model.**

B. Section 8 Tenant Based Assistance

1. ☒ Yes ☐ 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:

- **FSS participants and Disabled persons. See also Administrative Plan, Section 8 Homeownership program at Attachment ny009h05 Admin Plan,**

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 has 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)

- **Partner agency for ROSS activities for TANF recipients.**

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

☒ Public housing rent determination policies
☒ Public housing admissions policies
☒ Section 8 admissions policies
☐ Preference in admission to section 8 for certain public housing families

☒ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
☐ Preference/eligibility for public housing homeownership option participation
☐ Preference/eligibility for section 8 homeownership option participation
☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

☒ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If "yes", complete the following table; if "no" skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
ROSS – AHA WAGE Center	275 Annually	TANF	Referrals from partnering agencies and service providers, etc.	Public housing
Computer Technology Classes	12+ per session / 60+ annually	Registered Residents from a waiting list	Referrals, AHA newsletter, onsite service providers, etc.	Public housing
EOC Classroom	25+ per session/ 50 annually	Referrals from onsite and partner agencies, ROSS participants	WAGE Center and ROSS partner agencies	both
HOPE VI YMCA After School Program, School 20	40 annually	Resident based waiting list and target community	Public School #20, target community	both
HOPE VI YMCA Summer Program, School 20	40 per summer	Resident based waiting list and target community	Public School #20	both
HOPE VI Senior Services Sacred Heart Church	25 annually	Resident based waiting list and target community	Senior Services of Albany, partnering agencies	both
HOPE VI Consumer Credit Counseling	30 annually	Resident based waiting list and target community, City of Albany residents	AHA WAGE Center, on site community center	Both
HOPE VI Pathways to Independence	10 annually	Resident referrals	Partnering agencies	both

Neighborhood Networks Ida Yarbrough Homes	25 annually	Resident based waiting list and target community	270 North Pearl St.	Public housing
Elderly Service Coordinator	300+ annually	Elderly & Disabled in target sites		

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing		
Section 8	275	260 (20 graduated)

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 903.7 9 (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)

- **NY 9-1 Whalen Homes, NY 9-4 Lincoln Park Square**

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)

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

- **All developments**

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)

- **All AHA developments**

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)]

- **Policy previously submitted**

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: I f 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)

- **Centralized collections and reexams, site management & maintenance, work order improvements.**

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) **ny009b005 "Public Hearing Minutes"**
☐ 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) **Candidates are nominated by residents of public housing only**

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) **Any legal resident adult resident of public housing**

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) **Any legal resident adult resident of public housing**

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: (**City of Albany, New York**)

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.

☒ 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)

- **Development of 100 replacement rental units, applications for grants, loans, programs, services, etc.**

☐ Other: (list below)

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

All ongoing and future resident programs, services and self-sufficiency endeavors, all ongoing and future asset management activities, all ongoing and future affordable housing development activities including but not limited to HOPE VI, mixed-income, mixed-finance, new public housing, project and tenant based voucher programs, al fair housing activities, all other grant and special applications and programs as may be necessary to further the mission of the Albany Housing Authority.

D. Other Information Required by HUD

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

There are no changes that meet the definition of Substantial Deviation at this time.

Attachments

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

ny009a05 List of RAB members
ny009b05 Public Hearing Minutes, comments and AHA response
ny009c05 2003 CFP PE Report NY06P00950103
ny009d05 2003 RHF PE Report NY06P00950103
ny009e05 2004 CFP Annual Statement/ 5 Year Plan NY06R00950104
ny009f05 2004 RHF Budget NY06R0095104
ny009g05 ACOP 2-2004
ny009h05 Admin Plan- HCV
ny009i05 AHA Code of Ethics
ny009j05 AHA Organizational Chart

TENANT LEADERSHIP COUNCIL / RESIDENT ADVISORY BOARD MEMBERS - 2004

Officers

- Tyler Trice, President (acting)
  NY 9-5, Ida Yarbrough, 270 No. Pearl St.
- Lavonne Gardner, Acting Vice President (PH)
  NY 9-5, 158 Ida Yarbrough Homes
- Surraine Thomas, Secretary (PH) / Tenant Commissioner
  NY 9-5, 122 Ida Yarbrough Homes

Members

- Melvinia Jenkins,Tenant Commissioner representing Seniors in all sites
- Willie Medlock – Whalen Homes Tenant Association
- Michelle Tucker – Ezra Prentice Homes Tenant Association.
- George Marbley – Steamboat Square Tenant Association
- Florence Williams – Westview Tenants Association
- Yolanda Winn – North Albany Tenants Association
- Delilah Layne – Section 8 Representative

PUBLIC HEARING – APRIL 5, 2004 - 6:00 PM, - 7:30 PM
Albany Housing Authority's Annual Plan Update

Attendees
Victor Cain – Chairman, AHA Board of Commissioners
Steven T. Longo – Executive Director, Albany Housing Authority
Linda S. Murphy – Technical Programs Analyst, Albany Housing Authority
Tyler Trice – President -Tenant Leadership Council, President - Ida High Tenant Association NY 9-5
Surraine Thomas – AHA Tenant Commissioner, Secretary, - Tenant Leadership Council, Ida Low Tenant Association NY 9-5
Mary Alston – Ezra Prentice Homes NY 9-13
Mary Ann Hines – Creighton Storey Homes Neighborhood Watch President NYS 137-B

Meeting Minutes

Victor Cain, Chairman of the AHA Board of Commissioners, opened the Public Hearing at 6:15 PM. Mr. Cain opened the floor to questions on the published Annual Plan update with attachments. A Summary of the published materials was listed in three handouts. These included the public hearing agenda and summary sheets for the Annual Plan update, Admissions and Continued Occupancy Policy revisions, Administrative Plan revisions, and Capital Fund Program for the upcoming fiscal year.

Participants had a few minutes to review the handout materials and a comment, question, and answer session followed:

- Ms. Thomas presented the comments from the Tenant Leadership Council/Resident Advisory Board:
  1. Including a seat for youth on the AHA Board as a member;
  2. Repair of the intercom and camera monitor at NY 9-5 Ida Yarbrough's Everly Cromwell Center;
  3. Develop a plan to have youth representation at the National People's Action conference in upcoming years;
  4. Include the Tenant Leadership Council office computer in the AHA email system to enhance communication between the council and AHA departments in the development of the 5-Year and Annual Plan updates;
  5. Exempt resident leaders and council officers from community service requirement;
  6. Enforce the formal hearing procedures for appeals to tenant charges; and
  7. Assign the police patrols to evening and night time hours when the activity is greater.

Item 1: Mr. Longo suggested that local Board might consider allowing a youth representative at their meetings. The TLC would have to solicit the Board to establish a local policy.

Mr. Cain expressed interest but had some concerns with hours of the Board meeting in the mid afternoon and a conflict with school schedules. The Board might consider a later time for their meetings.

Ms. Thomas suggested a work program for school credit. All agreed that they were willing to work with the school superintendent to discuss this option.
Item 2: Mr. Longo will check with Jay Cunningham (AHA Director of Security) on the status of the repair of the intercom and monitors.

Item 3: The TLC needs to begin the process of recruiting and training youth to establish programs that would be constructive to themselves and the participants of the NPA conferences.

Item 4: The Executive Director stated that he is willing to implement this request and will instruct the IT Department to proceed.

Item 5: Residents who are actively engaged in Tenant Associations and the Tenant Leadership Council are exempt from the Community Service requirement. The key is being actively engaged, which means regularly attending meetings and working with other residents to bring information and programs to the community. Mr. Longo will address this exemption with the staff person responsible for monitoring the program.

Item 6: After a brief discussion on the process, the Authority will address the issue and importance of formal hearings using the Authority's Grievance Procedure with the managers and the Rent Collections supervisor. Any tenant who receives notice that "adversely affects" them can file for a formal hearing. There are circumstances where this is not the case. The Grievance procedure is posted in each management office. It was also suggested that all notices of charge or other actions that might be "grievable" be revised to state, "the resident may request a formal hearing under the grievance policy that is posted in each development office." The grievance policy is also referred to in the lease.

Item 7: The police patrols may not last too much longer with the funding cuts that have occurred and the ones expected. The patrols are assigned "as needed" and the residents need to work with Mr. Cunningham when there are concerns with the patrol hours. A meeting will be set up with interested parties to see if scheduling adjustments can be made.

- Ms. Hines brought up concerns with crime and drugs and a recent shooting incident at Creighton Storey Homes. She is working with the police department on behalf of the Neighborhood Watch program. However, the shooting has everyone scared.
- Ms. Hines also wanted some information on the application process for the two different voucher programs at her site. (Tenant-based and Project-based)

  Response – Mr. Longo discussed the fact that the state assisted public housing program, which includes Creighton, has no money for security or modernization. With the Authority's receipt of approval for 64 project-based vouchers; AHA will utilize reserve funds to help the development. Kitchen and other renovations could only be completed when we have these funds. AHA has also applied for private financing and tax credits to be used for the state sites as the renovation costs will be from $600,000 to $1 million dollars.

  Mr. Longo also mentioned that the New York State Division of Housing and Community Renewal (DHCR) might publish a security grant this year, which could pay for cameras and other security measures at the state sites.

- Ms. Alston questioned the renovations that are scheduled for Ezra Prentice Homes (NY 9-13). The timeline based on the Capital Fund tables shows that the architect should be hired this spring and then it will take about 10 months to complete the drawings and select a contractor. The actual construction is scheduled to begin in June 2005. This will be a very expensive modernization but will be well worth the wait.

With no additional comments or questions, Mr. Cain adjourned the meeting at 7:25 PM.

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
PART I: Summary

PHA Name	**Grant Type and Number**	**Federal FY of Grant**
Albany Housing Authority	Grant Fund Program Grant No.: NY06P00950103 Replacement Housing Factor Grant No.:	2003

☒ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number ☒ Performance and Evaluation Period Ending
☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost (2) Obligated	Total Actual Cost (2) Expended
1	Total Non-CFP Funds				
2	1406 Operations (May not exceed 10% of line 20)	$ 1,000	$ 175,526	$ 175,526	-
3	1408 Management Improvements (Soft Costs)	$ 351,053	$ 351,053	340,065	107,964.00
	1408 Management Improvements (Hard Costs)				
4	1410 Administration	$ 175,526	$ 175,526	$ 175,526	65,227.11
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	$ 91,473	$ 91,473	$ 64,496	50,440.80
8	1440 Site Acquisition				
9	1450 Site Improvements	$ 44,257	$ 60,336	$ 60,336	60,336.49
10	1460 Dwelling Structures	$ 908,454	$ 712,337	$ 114,437	100,941.39
11	1465.1 Dwelling Equipment--Nonexpendable	$ 18,000	$ 18,000		-
12	1470 Nondwelling Structures	$ 83,970	$ 89,482	$ 62,926	62,926.16
13	1475 Nondwelling Equipment				
14	1485 Demolition	$ 66,530	$ 66,530	$ -	-
15	1490 Replacement Reserve				
16	1492 Moving to Work Demostration				
17	1495.1 Relocation Costs	$ 15,000	$ 15,000	$ -	-
18	1498 Development Activities			-	-
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant (sum of lines 2-19)	$ 1,755,263	$ 1,755,263	993,312	447,835.95
	Amount of line X Relating to LBP Activities	$ -			
	Amount of line X Relating to Section 504 Compliance	$ -			
	Amount of line X Relating to Security (Soft Costs)	$ -			
	Amount of line X Relating to Security (Hard Costs)				
	Amount of line X Relating to Energy Conservation Measures				
	Collateralization Expense or Debt Service	$ -			

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement (2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
1/31/2004	

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name
Albany Housing Authority

Grant Type and Number
Grant Fund Program Grant No.: NY06P00950103
Replacement Housing Factor Grant No.:

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Dev Account Number	Quantity		Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost Funds Obligated (2)	Total Actual Cost Funds Expended (2)
NY 9-1	Landscaping & drainage	1450			$44,257	46,507	46,507	46,507.49
Robert	Rework trash houses	1450			$0	564	564	564.00
Whalen	Install Security Camera	1460	1	Job	$15,000	15,000		
Homes	Repoint Masonry	1460	2	Bldgs	$5,000	5,000		
	Neutralize Salt and Repaint Bldg D Stairs	1460	0.025	Bldgs	$1,000	1,000		
	Sub-Total:				**$65,257**	**$68,071**	**$47,071**	**47,071.49**
	A&E Fees				**$ 1,680**	**1,680**	**1,680**	**1,525.83**
NY 9-3	Fence Around Transformers	1460	0.25	Job	$500	500		
Steamboat	Replace Fire Alarm System	1460	0.96	Job	$70,703	70,703		
Square HR	Shelving for Central Stores	1470	1	Job	$25,396	25,396		
	Repair Sills @ 200 & 220 Boarded Window Openings	1460	0.025	Job	$1,000	1,000		
	Adm Office Bldg Parking Lot	1470			$24,604	30,116	30,116	30,116.16
	Sub Total				**$122,203**	**$127,715**	**$30,116**	**30,116.16**
	A&E Fees				**$ 13,317**	**13,317**	**13,317**	**6,704.70**
NY9-4	Demolish 4 Lincoln	1485	0.12	Bldg	$66,530	66,530		
Lincoln	Computer Hardware	1475	1	Unit	$5,000	5,000		
Park	LBP Testing	1430	0.04	Job	$200	200		
Homes	Install Tub Surrounds	1460	0.1	Bldg	$4,000	4,000		
	Replace Boiler Plant/Asbestos Removal	1460	0.1	Job	$20,000	20,000		
	Replace Boiler Plant/Asbestos Removal 230 Green St	1460	1	Job	$50,000	50,000	14,437	1,280.00
	Upgrade Elevator Controls	1460	1	Job	$50,000	50,000		
	Community Space/Weed & Seed Office	1470			$33,470	33,470	32,810	32,810.00
	Sub Total				**$229,200**	**$229,200**	**$47,247**	**34,090.00**
	A&E Fees				**$ 18,336**	**18,336**	**18,336**	**16,117.77**
NY9-5L	Gutters at Manager Office	1470	0.5	Job	$500	500		
Ida Yarbrough	Repoint Masonry Site Wide	1460	0.25	Job	$3,000	3,000		
Homes	Half Screens on WIndows	1460	0.04	Job	$1,000	1,000		
	Install Water Saving Measure- Apts	1460	0.064	Job	$5,000	5,000		
	Improve Common Area & Apt Lighting	1460	0.11	Job	$5,000	5,000		
	Repair/Replace Appliances	1465.1	0.01	Job	$1,000	1,000		
	Sub Total				**$15,500**	**$15,500**	**$0**	**$0**
	A&E Fees				**$ 1,200**	**1,200**	**226**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
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Signature of Executive Director and Date
1/31/2004

Signature of Public Housing Director/Office of Native American Programs

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name								
Albany Housing Authority					**Grant Type and Number** Grant Fund Program Grant No.: NY06P00950103 Replacement Housing Factor Grant No.:			
Development Number/Name HA-Wide Activities	**General Description of Major Work Categories**	**Dev Account Number**	**Quantity**		Total Estimated Cost **Original**	**Revised (1)**	Total Actual Cost **Funds Obligated (2)**	**Funds Expended (2)**
NY9-5H	Install Htg Syst Control Valve/Circ Pump in Boiler Rm	1460	0.88	Job	$8,000	8,000		
Ida Yarbrough	Install Apt. Temp Controls	1460	0.043	Job	$1,000	1,000		
Highrise	Install Water Saving measures Apts	1460	0.042	Job	$5,000	5,000		
	Improve Lighting Common Areas/Apts.	1460	0.048	Job	$5,000	5,000		
	Ventilation Improvements	1460	0.75	Job	$6,000	6,000		
	Replace DHW Heaters	1460	0.06	Job	$5,000	5,000		
	Replace Refrigerators	1465.1	0.056	Job	$5,000	5,000		
	Sub Total				**$35,000**	**$35,000**	**$0**	**$0**
	A&E Fees				**$2,800**	**2,800**		
NY 9-7	Relocate Tenants for Studio Renovation	1495.1	1	Job	$15,000	15,000		
Westview	Combine 15 Studios into 10 1-Bedroom Apartments	1460	1	Job	$425,000	228,883		
Homes	Reglaze Gr Fl Windows/Insulate	1460	0.17	Job	$1,000	1,000		
	Renovate Passage Glazing	1460	0.072	Job	$1,000	1,000		
	Install Water Saving Measures Apts.	1460	0.042	Job	$5,000	5,000		
	Improve Common Area & Apt. Lighting	1460	0.053	Job	$5,000	5,000		
	Replace Refrigerators	1465.1	0.061	Job	$5,000	5,000		
	Replace Ranges	1465.1	0.016	Job	$1,000	1,000		
	Sub Total				**$458,000**	**$261,883**	**$0**	**$0**
	A&E Fees				**$16,595**	**16,595**	**2,048**	**2,047.50**
	Replace Apartment Floors	1460	44	Apts	$100,000	100,000	100,000	99,661.39
NY 9-11	Install Heavy Duty Window Balancers	1460	0.75	Job	$15,150	15,150		
Steamboat	Install Water Saving Measures Apts.	1460	0.043	Job	$1,000	1,000		
Square	Replace/Update Heating System	1460	0.016	Job	$1,000	1,000		
Townhouses	Replace Appliances	1465.1	0.031	Job	$1,000	1,000		
	Sub Total				**$118,150**	**$118,150**	**$100,000**	**99,661.39**
	A&E Fees				**$5,452**	**5,452**		
NY 9-12	Replace Kitchen Cabinets	1460	0.29	Job	$45,000	45,000		
Steamboat	Replace/Update Heating & DHW	1460	0.12	Job	$35,101	35,101		
Historic	Install water saving measures Apts.	1460	0.06	Job	$1,000	1,000		
Townhouses	Imp. Common Area & Apt. Lighting	1460	0.047	Job	$1,000	1,000		
	Replace Appliances	1465.1	0.23	Job	$5,000	5,000		
	Sub Total				**$87,101**	**$87,101**	**$0**	**$0**
	A&E Fees				**$6,968**	**6,968**	**4,844**	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
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Signature of Executive Director and Date
1/31/2004

Signature of Public Housing Director/Office of Native American Programs Administrator and I

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name	Grant Type and Number
Albany Housing Authority	Grant Fund Program Grant No.: NY06P00950103 Replacement Housing Factor Grant No.:

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Dev Account Number	Quantity		Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost Funds Obligated (2)	Total Actual Cost Funds Expended (2)
NY9-13	Renovate Bathrooms	1460	56	Apts	$5,000	5,000		
Ezra	Trackside paving & accessibility	1450			$0	13,265	13,265	13,265.00
Prentice	Lower Headers on Closet Doors	1460	0.46	Job	$5,000	5,000		
	Install Metal Covers on Fin Radiation	1460	0.01	Job	$1,000	1,000		
	Sub Total				**$11,000**	**$24,265**	**$13,265**	**13,265.00**
	A&E Fees				**$880**	**880**		
NY 9-28								
Scattered	**Sub Total**							
Sites	**A&E Fees**				**$24,045**	**24,045**	**24,045**	**24,045.00**

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1/31/2004

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Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name					**Grant Type and Number**			
	Albany Housing Authority				Grant Fund Program Grant No.: NY06P00950103 Replacement Housing Factor Grant No.:			
Development Number/Name HA-Wide Activities	**General Description of Major Work Categories**	**Dev Account Number**	**Quantity**		Total Estimated Cost		Total Actual Cost	
					Original	**Revised (1)**	**Funds Obligated (2)**	**Funds Expended (2)**
	Management Improvements							
	Computer software upgrade	1408			$65,000	65,000	65,000	16,438.34
	LBP training	1408			$1,000	1,000		
	Maintenance mgt improvements	1408			$1,000	1,000		
	Training Initiative/Marketing Coord	1408			$40,000	40,000	40,000	18,441.75
	Operations Management Improvement	1408			$1,000	4,959	4,959	
	Technical Assistance HUD QHWRA	1408			$500	500		
	Implementation Asst Asset Mgmt	1408			$500	500		
	Partnership Process	1408			$2,000	2,000		
	PHA wide Police Patrol	1408			$130,000	130,000	130,000	31,581.58
	Econ Develop/Wage Ctr Coord	1408			$28,947	4,988		
	Tenant Newsletter	1408			$10,000	10,000	10,000	2,404.77
	Tenant Security Patrol	1408			$53,106	53,106	53,106	18,942.41
	Utility Conservation Program	1408			$500	500		
	9-5 Community Center Staff	1408			$17,000	37,000	37,000	20,155.15
	PHAS Consultant	1408			$500	500		
	PHAS Deficiencies	1408			$0			
	Sub-Total:				$351,053	$351,053	$340,065	107,964.00
	Administration							
	Mod Coordinator, Sr. Supt Construction, Admin Assist Field Construction Monitor, Accountant (33%)	1410			$175,526	$175,526	175,526	65,227.11

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
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Signature of Executive Director and Date 1/31/2004
Signature of Public Housing Director/Office of Native American Programs Administrator and I

Federal FY of Grant
2003

Status of Proposed Work (2)

Completed
Completed
In Progress
RFP In Progress
RFP In Progress

Moved to a Future Year
A&E RFP Being Developed
A&E Developing Plans
A&E RFP Being Developed
Completed

A&E RFP Being Developed
RFP Being Developed
A&E RFP Being Developed
RFP Being Developed
A&E RFP Being Developed
Partial Removal Completed
A&E RFP Being Developed
Exterior Work Completed

RFP Being Developed
RFP Being Developed
RFP Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed

Administrator and Date

Federal FY of Grant 2003

Status of Proposed Work (2)

Energy Performance Cont Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed

A&E RFP Being Developed
A&E RFP Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed

Work Completed
RFP Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed

Bid Documents Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed
Energy Performance Cont Being Developed

Date

Federal FY of Grant
2003

Status of Proposed Work (2)
A&E RFP Being Developed
Repairs Completed
A&E RFP Being Developed
A&E RFP Being Developed
Punchlist In Progress

Date

Federal FY of Grant
2003

Status of Proposed Work (2)

Date

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name	Grant Type and Number	Federal FY of Grant
Albany Housing Authority	Grant Fund Program Grant No.: NY06P00950103 Replacement Housing Factor Grant No.:	2003

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
NY9-1 Robert Whalen Homes	12/30/2004			6/30/2006			
NY9-2 Edwin Corning Homes No work items							
NY9-3 Steamboat Square Hi-Rise	12/30/2004			6/30/2006			
NY9-4 Lincoln Park Homes	12/30/2004			6/30/2006			
NY9-5H Ida Yarbrough Homes Hi-Rise	12/30/2004			6/30/2006			
NY9-5L Ida Yarbrough Homes Low-Rise	12/30/2004			6/30/2006			
NY9-7 Westview Homes	12/30/2004			6/30/2006			
NY9-11 Steamboat Square Townhouses	12/30/2004			6/30/2006			
NY9-12 Steamboat Square Historic Rehabs	12/30/2004			6/30/2006			
NY9-13 Ezra Prentice Homes	12/30/2004			6/30/2006			
NY9-22 Scattered Sites Replacement	12/30/2004			6/30/2006			

(1) To be completed for Performance & Evaluation Report or a Revised Annual Statement (2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
1/31/2004	

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name	Grant Type and Number	Federal FY of Grant
Albany Housing Authority	Grant Fund Program Grant No.: NY06P00950103 Replacement Housing Factor Grant No.:	2003

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	**Revised (1)**	**Actual (2)**	**Original**	**Revised (1)**	**Actual (2)**	
Maintenance Response Initiative	12/30/2004			6/30/2006			
Computer software upgrade	12/31/2004			6/30/2006			
LBP training	12/31/2004			6/30/2006			
Maintenance mgt improvements	12/31/2004			6/30/2006			
Satellite Training Initiative & Marketing	12/31/2004			6/30/2006			
Coordinator	12/31/2004			6/30/2006			
Operations Management Improvement	12/31/2004			6/30/2006			
Personnel Technician	12/31/2004			6/30/2006			
Technical Assistance with HUD QHWRA	12/31/2004			6/30/2006			
Implementation Assistance with Asset Mgmt	12/31/2004			6/30/2006			
Project Based Budgeting	12/31/2004			6/30/2006			
Implementation Assistance	12/31/2004			6/30/2006			
Partnership Process	12/31/2004			6/30/2006			
PHA wide Police Patrol	12/31/2004			6/30/2006			
Economic Development & Wage Center	12/31/2004			6/30/2006			
Coordinator	12/31/2004			6/30/2006			
Tenant Newsletter	12/31/2004			6/30/2006			
Tenant Security Patrol	12/31/2004			6/30/2006			
Utility Conservation Program	12/31/2004			6/30/2006			
Tenant Relations Training	12/31/2004			6/30/2006			
9-5 Community Center Staff	12/31/2004			6/30/2006			
9-5 Community Center Coordinator	12/31/2004			6/30/2006			
PHAS Consultant	12/31/2004			6/30/2006			
PHAS Deficiencies	12/31/2004			6/30/2006			
KID Improvement District	12/31/2004			6/30/2006			

(1) To be completed for Performance & Evaluation Report or a Revised Annual Statement (2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
1/31/2004	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
PART I: Summary

PHA Name	**Grant Type and Number**	**Federal FY of Grant**
Albany Housing Authority	Grant Fund Program Grant No.: Replacement Housing Factor Grant No.: NY06R00950103	2003

☒ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number ___ ☒ Performance and Evaluation Period Ending 12/31/03
☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost (2) Obligated	Total Actual Cost (2) Expended
1	Total Non-CFP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
3	1408 Management Improvements (Soft Costs)				
	1408 Management Improvements (Hard Costs)				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvements				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment--Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demostration				
17	1495.1 Relocation Costs				
18	1498 Development Activities	$ 227,802	$ 227,802	117,426	87,835.57
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant (sum of lines 2-19)	$ 227,802	$ 227,802	$ 117,426	$ 87,836
	Amount of line X Relating to LBP Activities	$ -			
	Amount of line X Relating to Section 504 Compliance	$ -			
	Amount of line X Relating to Security (Soft Costs)	$ -			
	Amount of line X Relating to Security (Hard Costs)				
	Amount of line X Relating to Energy Conservation Measures				
	Collateralization Expense or Debt Service	$ -			

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement (2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
1/31/2004	

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name	Grant Type and Number	Federal FY of Grant
Albany Housing Authority	Grant Fund Program Grant No.: Replacement Housing Factor Grant No.: NY06R00950103	2003

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Dev Account Number	Quantity		Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
					Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
9-28	Acquisition & rehabilitation of 3 units	1498	1.5	units	$227,802	227,802	117,426	87,835.57	Punch List in 7 units Pieter Schuyler Ct.
Scattered Site									

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement (2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
12/31/2003	

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name	Grant Type and Number	Federal FY of Grant
Albany Housing Authority	Grant Fund Program Grant No.: Replacement Housing Factor Grant No.: NY06R00950103	2003

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
NY9-28 Scattered Site	9/30/2007			9/30/2009			

(1) To be completed for Performance & Evaluation Report or a Revised Annual Statement (2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
12/31/2003	

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name	**Grant Type and Number**	**Federal FY of Grant**
Albany Housing Authority	Grant Fund Program Grant No.: NY06P00950103 Replacement Housing Factor Grant No.:	2003

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			**Reasons for Revised Target Dates (2)**
	Original	**Revised (1)**	**Actual (2)**	**Original**	**Revised (1)**	**Actual (2)**	

(1) To be completed for Performance & Evaluation Report or a Revised Annual Statement (2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
PART I: Summary

PHA Name	**Grant Type and Number**	**Federal FY of Grant**
Albany Housing Authority	Grant Fund Program Grant No.: NY06P00950104 Replacement Housing Factor Grant No.:	2004

☒ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number ___ ☐ Performance and Evaluation Period Ending
☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost (2) Obligated	Total Actual Cost (2) Expended
1	Total Non-CFP Funds				
2	1406 Operations (May not exceed 10% of line 20)	$ 1,000			-
3	1408 Management Improvements (Soft Costs)	$ 351,053		-	-
	1408 Management Improvements (Hard Costs)				
4	1410 Administration	$ 217,410			-
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	$ 97,067			
8	1440 Site Acquisition				
9	1450 Site Improvements				-
10	1460 Dwelling Structures	$ 776,348			
11	1465.1 Dwelling Equipment--Nonexpendable				-
12	1470 Nondwelling Structures	$ 362,988			-
13	1475 Nondwelling Equipment	5,000		-	-
14	1485 Demolition	$ 362,488			-
15	1490 Replacement Reserve				
16	1492 Moving to Work Demostration				
17	1495.1 Relocation Costs	$ 18,000			
18	1498 Development Activities			-	-
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant (sum of lines 2-19)	2,191,354			
	Amount of line X Relating to LBP Activities	$ -			
	Amount of line X Relating to Section 504 Compliance	$ -		-	
	Amount of line X Relating to Security (Soft Costs)	$ -		-	
	Amount of line X Relating to Security (Hard Costs)				
	Amount of line X Relating to Energy Conservation Measures				
	Collateralization Expense or Debt Service	$ 652,232			

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement (2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
2/20/2004	

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name					Grant Type and Number				Federal FY of Grant
Albany Housing Authority					Grant Fund Program Grant No.: NY06P00950104 Replacement Housing Factor Grant No.:				2004
Development Number/Name HA-Wide Activities	**General Description of Major Work Categories**	**Dev Account Number**	**Quantity**		Total Estimated Cost **Original**	**Revised (1)**	Total Actual Cost **Funds Obligated (2)**	**Funds Expended (2)**	**Status of Proposed Work (2)**
NY9-1	Cap laterals, City water @ Main	1460	1	Job	$5,000				
Robert	Optimize boiler Controls	1460	2	Bldgs	$1,000				
Whalen	Improve Common Area & Apt Lighting	1460	0.025	Bldgs	$5,000				
Homes	Replace Appliances	1465			$5,000				
	Sub-Total:				**$16,000**				
	A&E Fees				**$ 1,280**				
NY 9-3	Renov 159 Church for Stores & Shops	1470	0.7	Job	$362,488				
Steamboat	Demolish 159 Church Street	1485	0.25	Job	$1,000				
Square HR	**Sub Total**				**$363,488**				
	A&E Fees				**$ 29,079**				
NY9-4									
Lincoln	Roof Replacement 2 Lincoln	1460	1	Bldg	$85,000				
Park	Computer Hardware	1475	1	Unit	$5,000				
Homes	**Sub Total**				**$90,000**				
	A&E Fees				**$ 7,200**				
NY9-5L	Gutters at Manager Office	1470	0.5	Job	$500				
Ida Yarbrough	Smoke Detectors in Bedrooms	1460	0.1	Job	$ 1,000				
Homes	Repoint Masonry Site Wide	1460	0.25	Job	$3,000				
	Half Screens on WIndows	1460	0.04	Job	$1,000				
	Sub Total				**$5,500**				
	A&E Fees				**$ 440**				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
2/20/2004	

Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name	Grant Type and Number	Federal FY of Grant
Albany Housing Authority	Grant Fund Program Grant No.: NY06P00950104 Replacement Housing Factor Grant No.:	2004

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Dev Account Number	Quantity		Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost Funds Obligated (2)	Total Actual Cost Funds Expended (2)	Status of Proposed Work (2)
NY9-5H Ida Yarbrough Highrise	Smoke Detectors in Bedrooms	1460	1	Job	$56,000				
	Sub Total				**$56,000**				
	A&E Fees				**$4,480**				
NY 9-7 Westview Homes	Upgrade Switchgear	1460	0.1	Job	$18,000				
	Replace Ground Floor Carpet with New Flooring	1460	0.75	Job	$10,000				
	Sub Total				**$28,000**				
	A&E Fees				**$2,240**				
NY 9-11 Steamboat Square Townhouses	Smoke Detectors in Bedrooms	1460	44	Apts	$46,500				
	Renovate Bathrooms	1460	0.75	Job	$53,000				
	Install Heavy Duty Window Balancers	1460	0.5	Job	$10,150				
	Sub Total				**$109,650**				
	A&E Fees				**$8,772**				
NY 9-12 Steamboat Historic Townhouses	Repair Foundation Water Table	1460	0.8	Job	$20,000				
	Sub Total				**$20,000**				
	A&E Fees				**$1,600**				

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Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
2/20/2004	

Part II: Supporting Pages

PHA Name					Grant Type and Number				Federal FY of Grant
Albany Housing Authority					Grant Fund Program Grant No.: NY06P00950104 Replacement Housing Factor Grant No.:				2004
Development Number/Name HA-Wide Activities	**General Description of Major Work Categories**	**Dev Account Number**	**Quantity**		Total Estimated Cost		Total Actual Cost		**Status of Proposed Work (2)**
					Original	**Revised (1)**	**Funds Obligated (2)**	**Funds Expended (2)**	
NY9-13	Trackside Paving & Acceessibility	1470		Job	$2,000				
Ezra	Sound Barrier/Trackside Fencing	1470		Job	$60,000				
Prentice	Repave/Reseal Parking Lots	1470		Job	$1,000				
	Paint Exerior Door Frames & Trim	1460		Job	$1,000				
	Install Aluminum Panning Window Sills	1460		Job	$50,000				
	Repair Exter decorative panels	1460		Job	$2,000				
	Upgrade Heating Distribution	1460		Job	$5,000				
	Encapsulate Vinyl Tile	1460		Job	$2,000				
	Remove Transite Board Kitchens	1460		Job	$100,000				
	Renovate Hillside units for HC Access	1460		Job	$1,000				
	Repair/Replace Kitchens	1460		Job	$99,697				
	Reconfigure Hillside Units	1460	0.1	Job	$200,000				
	Install Metal Covers on Fin Radiation	1460		Job	$1,001				
	Sub Total				**$524,698**				
	A&E Fees				**$41,976**				
NY 9-22									
Scattered	**Sub Total**								
Sites	**A&E Fees**								

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Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
2/20/2004	

Part II: Supporting Pages

PHA Name	Grant Type and Number	Federal FY of Grant
Albany Housing Authority	Grant Fund Program Grant No.: NY06P00950104 Replacement Housing Factor Grant No.:	2004

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Dev Account Number	Quantity		Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
					Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
	Management Improvements								
	Computer software upgrade	1408			$65,000				
	LBP training	1408			$1,000				
	Maintenance mgt improvements	1408			$1,000				
	Training Initiative/Marketing Coord	1408			$40,000				
	Operations Management Improvement	1408			$1,000				
	Technical Assistance HUD QHWRA	1408			$500				
	Implementation Asst Asset Mgmt	1408			$500				
	Partnership Process	1408			$2,000				
	PHA wide Police Patrol	1408			$130,000				
	Econ Develop/Wage Ctr Coord	1408			$28,947				
	Tenant Newsletter	1408			$10,000				
	Tenant Security Patrol	1408			$53,106				
	Utility Conservation Program	1408			$500				
	9-5 Community Center Staff	1408			$17,000				
	PHAS Consultant	1408			$500				
	PHAS Deficiencies	1408			$0				
	Sub-Total:				$351,053				
	Administration								
	Mod Coordinator, Sr. Supt Construction, Admin Assist	1410			$217,410				
	Field Construction Monitor, Accountant (33%)								

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Signature of Executive Director and Date: 2/20/2004

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name	Grant Type and Number	Federal FY of Grant
Albany Housing Authority	Grant Fund Program Grant No.: NY06P00950103 Replacement Housing Factor Grant No.:	2003

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
NY9-1 Robert Whalen Homes	12/30/2005			6/30/2007			
NY9-2 Edwin Corning Homes No work items							
NY9-3 Steamboat Square Hi-Rise	12/30/2005			6/30/2007			
NY9-4 Lincoln Park Homes	12/30/2005			6/30/2007			
NY9-5H Ida Yarbrough Homes Hi-Rise	12/30/2005			6/30/2007			
NY9-5L Ida Yarbrough Homes Low-Rise	12/30/2005			6/30/2007			
NY9-7 Westview Homes	12/30/2005			6/30/2007			
NY9-11 Steamboat Square Townhouses	12/30/2005			6/30/2007			
NY9-12 Steamboat Square Historic Rehabs	12/30/2005			6/30/2007			
NY9-13 Ezra Prentice Homes	12/30/2005			6/30/2007			
NY9-22 Scattered Sites Replacement	12/30/2005			6/30/2007			

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Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
2/20/2004	

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name	Grant Type and Number	Federal FY of Grant
Albany Housing Authority	Grant Fund Program Grant No.: NY06P00950103 Replacement Housing Factor Grant No.:	2003

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	**Revised (1)**	**Actual (2)**	**Original**	**Revised (1)**	**Actual (2)**	
Maintenance Response Initiative	12/30/2005			6/30/2007			
Computer software upgrade	12/30/2005			6/30/2007			
LBP training	12/30/2005			6/30/2007			
Maintenance mgt improvements	12/30/2005			6/30/2007			
Satellite Training Initiative & Marketing	12/30/2005			6/30/2007			
Coordinator	12/30/2005			6/30/2007			
Operations Management Improvement	12/30/2005			6/30/2007			
Personnel Technician	12/30/2005			6/30/2007			
Technical Assistance with HUD QHWRA	12/30/2005			6/30/2007			
Implementation Assistance with Asset Mgmt	12/30/2005			6/30/2007			
Project Based Budgeting	12/30/2005			6/30/2007			
Implementation Assistance	12/30/2005			6/30/2007			
Partnership Process	12/30/2005			6/30/2007			
PHA wide Police Patrol	12/30/2005			6/30/2007			
Economic Development & Wage Center	12/30/2005			6/30/2007			
Coordinator	12/30/2005			6/30/2007			
Tenant Newsletter	12/30/2005			6/30/2007			
Tenant Security Patrol	12/30/2005			6/30/2007			
Utility Conservation Program	12/30/2005			6/30/2007			
Tenant Relations Training	12/30/2005			6/30/2007			
9-5 Community Center Staff	12/30/2005			6/30/2007			
9-5 Community Center Coordinator	12/30/2005			6/30/2007			
PHAS Consultant	12/30/2005			6/30/2007			
PHAS Deficiencies	12/30/2005			6/30/2007			
KID Improvement District	12/30/2005			6/30/2007			

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Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
6/4/2003	

Five-Year Action Plan
Part I: Summary
Capital Fund Program

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

HA Name: **Albany Housing Authority**		Locality: (City/County & State) **Albany, New York**		Revision No.____	X Original
A. Development Number/Name	Work Statement for Year 1 FFY: 2004	Work Statement Year 2 FFY: 2005	Work Statement Year 3 FFY: 2006	Work Statement Year 4 FFY: 2007	Work Statement Year 5 FFY: 2008
NY 9-1 Robert Whalen Homes	See Annual Statement	$37,800	$37,800	$3,000	$4,000
NY 9-2 Edwin Corning Homes		-	-	-	-
NY 9-3 Steamboat Square - High Rise		$114,329	$155,419	$60,000	$224,000
NY 9-4 Lincoln Park Homes		$42,200	$102,780	$134,650	$662,471
NY 9-5L Ida Yarbrough Homes - Low Rise		$4,500	$101,011	$568,000	$40,000
NY 9-5H Ida Yarbrough Homes - High Rise		$10,000	$27,750	$604,250	$343,964
NY 9-7 Westview Homes		$1,000	$183,907	$147,854	$270,000
NY 9-11 Steamboat Square		$0	$23,000	$0	$57,500
NY 9-12 Steamboat Square, Historic Rehabs		$37,935	$0	$39,600	$0
NY 9-13 Ezra Prentice Homes		$974,978	$10,000	$5,000	$2,000
NY9-23 Scattered Sites Replacement (see Item J Below)		$0	$0	$0	$0
B. Physical Improvements Subtotal		$1,222,742	$641,667	$1,562,354	$1,603,935
C. Management Improvements		$319,500	$319,500	$318,500	$318,500
D. PHA-Wide Non-Dwelling, Structures & Equipment					
E. Administration		$260,520	$260,520	$260,520	$260,520
F. Other (1411, 1415, 1430, 1440, 1465, 1495, 1502)		$97,819	$52,933	$124,988	$128,315
G. Operations					
H. Demolition					
I. Replacement Reserve					
J. Mod used for Development			$20,000		
K. Total CGP Funds					
L. Total Non CGP Funds					
M. Grand Totals		$1,900,581	$1,294,620	$2,266,362	$2,311,270
Signature of Executive Director	Date: 2/20/2004	Signature of Public Housing Director/Office of Native American Programs Administrator			Date:

Five Year Action Plan
Part ll: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program

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

Work Statement for Year 2 FFY: 2005 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 3 FFY: 2006 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 4 FFY: 2007 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 5 FFY: 2008 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs
NY 9-1 Robert Whalen Homes			**NY 9-1 Robert Whalen Homes**			**NY 9-1 Robert Whalen Homes**			**NY 9-1 Robert Whalen Homes**		
New Playground		$500	Signage		$2,000	Fence Around Transformer		$2,000			
Repave Parking Lots/Restripe		$9,300	Smoke Detectors in Bedrooms		$1,000						
Cap laterals, City water @ Main		$19,000				Cap laterals, City water @ Main		$19,000			
Install A/C Day Care/Managers Office		$500				Repoint Masonry		$5,000			
Manager Office Improvements		$3,500									
See Annual Statemen City Sewer Improve Prevent Shop Flood		$5,000									
									E Bldg Community Rm Renovation		$4,000
Sub-Total:		**$37,800**	**Sub-Total:**		**$37,800**	**Sub-Total:**		**$3,000**	**Sub-Total:**		**$4,000**
A & E Fees		**$3,024**	**A & E Fees**		**$3,024**	**A & E Fees**		**$240**	**A & E Fees**		**$320**
NY 9-3 Steamboat Square - H R			**NY 9-3 Steamboat Square - H R**			**NY 9-3 Steamboat Square - H R**			**NY 9-3 Steamboat Square - H R**		
Relocate Greenhouse		$500	Fence Around Transformer		$2,000	Pavillion at Courtyard Interior		$1,000			
			Repave/Reseal/Restrip Parking Lot		$8,000	Site Lighting Replacement		$30,000			
Laundry Accessible/Common Space		$32,081	Replace Fire Alarm System		$1,000	Repair Cracked Brick Garden Walls		$10,000			
Renovate 200 Green Lease Space		$10,000	Flood Alarms in Basements		$500	LB Paint Testing and Abatement		$500			
Install Thermostatic Controls in Apts		$5,000	Laundry Accessible/Common Space		$23,919	Replace Cove Base Public Corridors		$16,500			
Install Water Saving Measures in Apts		$5,000	Redo Heat System Expansion Joints		$1,000				Redo Heating Syst Expansion Joints		$19,000
Improve Common Area & Apt Lighting		$5,000	Repair Sills 200 & 220 Green		$39,000				Install Thermostatic Controls in Apts		$5,000
			Repl Stairwell Door Hardware/Hinges		$1,000	Repl Stairwell Door Hardware/Hinges		$1,000			
Replace Refrigerators		$5,000	Repair/Replace Carpeting 20 Rens		$1,000	Repair/Replace Carpeting 20 Rens		$1,000	Repair/Replace Carpeting 20 Rens		$200,000
Replace Large Slider Windows 20 Renss		$50,748	Doors/Locks 200, 220 Green Pump Rm		$1,000						
Smoke Detectors in Bedrooms		$1,000	Signage		$5,000						
			Smoking Area North side 20 Rens		$16,000						
			Covert Laundry to Comm Space		$50,000						
			Training Room Furniture & Equipment		$5,000						
			Lobby Furniture		$1,000						
Sub-Total:		**$114,329**	**Sub-Total:**		**$155,419**	**Sub-Total:**		**$60,000**	**Sub-Total:**		**$224,000**
A&E Fees		**$9,146**	**A&E Fees**		**$12,434**	**A&E Fees**		**$4,800**	**A&E Fees**		**$17,920**
Sub - Total of This Page:		$152,129	Sub - Total of This Page:		$193,219	Sub - Total of This Page:		$63,000			$228,000

Five Year Action Plan
Part ll: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program

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

Work Statement for Year FFY:200	Work Statement for Year 2 FFY: 2005 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 3 FFY: 2006 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 4 FFY: 2007 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 5 FFY: 2008 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs
See Annual Statemen	**NY 9-4 Lincoln Park Homes**			**NY 9-4 Lincoln Park Homes**			**NY 9-4 Lincoln Park Homes**			**NY 9-4 Lincoln Park Homes**		
	Parking lot/Install Trench Basin		$7,000	Sidewalk Repairs/Accessibility		$1,000				3 Lincoln Day Care Playground		$1,000
				Repave/Reseal Parking Lots		$10,000				Replace Chain Link w/Iron 1-3 Linc Townhs		$39,000
	Security Lighting Study Rear Courts		$500	Engineering Study of Bowing Bricks		$2,500				Apply Traffic Coating 230 Green St		$39,001
	Fire Alarm System Upgrade		$500	Roof Replacement 2 Lincoln		$10,000	Roof Replacement 2 Lincoln		$10,000	Convert 3 Lincoln DSS to Daycare		$98,470
	Computer Hardware		$5,000	Computer Hardware		$5,000	Computer Hardware		$5,000	Computer Hardware		$5,000
	High Volt Elec Repair/Upgrade Switchgear		$2,000	LBP Testing		$4,280	Install Smoke Detectors in Bedrooms		$25,650	High Volt Elec Repair/Upgrade Switchgear		$260,000
	LBP Testing		$200	Utility Room Doors & Hardware		$15,000				Upgrade Elevator Controls		$220,000
	Renovate 230 Green Back Wing Incub		$5,000	Replace Elev Flooring incl 230 Green		$10,000						
	Install Water Saving Measures in Apts		$5,000	Replace Sub-basement pit doors		$6,000						
	Install Exhaust Ventilation Improvements		$1,000	Balance Air Handlers/Install AC coil		$1,000	Balance Air Handlers/Install AC coil		$73,000			
	Improve light common areas & apts		$5,000	Rem Asbestos HW Tank 230 Green		$1,000						
	Install Tub Surrounds		$4,000	Remove Asbestos Boiler 230 Green		$1,000						
	Replace Boilers/Asb Rem/Apt Distrib		$5,000	Replace Elevator Cab Ceiling		$1,000	Replace Elevator Cab Ceiling		$9,000			
	Ventilation for Maint Shop 1 Lincoln		$1,000	Replace Generator/Convert to Gas		$30,000						
				Signage		$1,000	Signage		$7,000			
	Replace Elevator Cab Ceiling		$1,000	Replace Refrigerators		$1,000						
				Replace Fire Alarm System		$1,000	Replace Fire Alarm System		$5,000			
				Replace Ranges		$1,000						
				Smoke Detectors in Bedrooms		1000						
	Sub-Total:		**$42,200**	**Sub-Total:**		**$102,780**	**Sub-Total:**		**$134,650**	**Sub-Total:**		**$662,471**
	A&E Fees		**$3,376**	**A&E Fees**		**$8,222**	**A&E Fees**		**$10,772**	**A&E Fees**		**$52,998**
	Sub - Total of This Page:		$42,200	Sub - Total of This Page:		$102,780	Sub - Total of This Page:		$134,650			$662,471

Five Year Action Plan
Part ll: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program

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

Work Stateme for Year FFY:200	Work Statement for Year 2 FFY: 2005 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 3 FFY: 2006 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 4 FFY: 2007 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 5 FFY: 2008 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs
	NY 9-5L Ida Yarbrough Homes L-R			**NY 9-5L Ida Yarbrough Homes L-R**			**NY 9-5L Ida Yarbrough Homes L-R**			**NY 9-5L Ida Yarbrough Homes L-R**		
	Gutters at Manager Office		$500	Lead Testing/Abatement		$5,000				Repair Wall Panels @ Manager's Office		$40,000
	Repoint Masonry Site Wide		$3,000	Drainage/Hydrant/Storm Sewer		$15,721						
	Half Screens on WIndows		$1,000	Fence around Transformer		$500						
				Gutters/Rain Diverters		$3,000						
				Repoint Masonry Site Wide		$7,040						
							Convert Electric Heat to Gas		$179,000			
							Emergency Electric Repairs		$15,000			
				Upgrade Switchgear		$60,000	Upgrade Switchgear		$359,000			
See				Foundation Study/Repairs		$3,000	Foundation Study/Repairs		$15,000			
Annual				Noise Abatement Study		$500						
Statement				Signage		$5,500						
				Repair/Replace Appliances		$750						
	Sub-Total:		**$4,500**	**Sub-Total:**		**$101,011**	**Sub-Total:**		**$568,000**	**Sub-Total:**		**$40,000**
	A&E Fees		**$360**	**A&E Fees**		**$8,081**	**A&E Fees**		**$45,440**	**A&E Fees**		**$3,200**
	NY 9-5H Ida Yarbrough Homes H-R			**NY 9-5H Ida Yarbrough Homes H-R**			**NY 9-5H Ida Yarbrough Homes H-R**			**NY 9-5H Ida Yarbrough Homes H-R**		
	Clean/Refinish Building Exterior		$10,000	Security Screens		$3,250				Upgrade Elec Service 260 Store		$8,000
				Emerg Switchg/Hall&Stair Light Repairs		$1,000	Emerg Switchg/Hall&Stair Light Repairs		$100,000	Replace Generator to Natural Gas		$29,500
				Lobby Furniture		$500				Upgrade Fire Alarm System		$201,464
				Boiler Conbustion Upgrade		$4,000				Replace Refrigerators		$5,000
				Upgrade Switchgear		$10,000	Upgrade Switchgear		$304,000	Upgrade Elevator Controls		$100,000
				Replace Apt. Ent Door & Fram		$1,000	Upgrade Corridor Makeup Air Ventil		$136,000			
				Install Push Plate/Silencers/Hinges		$1,000						
				Refinish Bathtubs		$1,000	Refinish Bathtubs		$64,250			
				Replace Ranges		$5,000						
				Repair 1st Floor Sinks		$1,000						
	Sub-Total:		**$10,000**	**Sub-Total:**		**$27,750**	**Sub-Total:**		**$604,250**	**Sub-Total:**		**$343,964**
	A&E Fees		**$800**	**A&E Fees**		**$2,220**	**A&E Fees**		**$48,340**	**A&E Fees**		**$27,517**
	Sub - Total of This Page:		$14,500	Sub - Total of This Page:		$128,761	Sub - Total of This Page:		$1,172,250			$383,964

Five Year Action Plan
Part ll: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program

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

Work Statement for Year FFY:200	Work Statement for Year 2 FFY: 2005 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 3 FFY: 2006 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 4 FFY: 2007 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 5 FFY: 2008 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs
See Annual Statement	**NY 9-7 Westview Homes**			**NY 9-7 Westview Homes**			**NY 9-7 Westview Homes**			**NY 9-7 Westview Homes**		
				Asthetic Imp for Retention Basin		$500	Replace Fire Alarm System		$147,854	Upgrade Elevator Controls		$270,000
	Smoke Detectors in Bedrooms		$1,000	Fence around transformers		$420						
				Repair Parking Lot/Walkways		$500						
				Change OH Door, Maint. Shop		$1,000						
				Convert electric heat to gas		$100,000						
				Corridor Ventilation Study		$3,000						
				Install AC in corridors		$5,000						
				Insulate Curtain Wall/AC Sleeves		$10,000						
				Repipe Mech Rm Water Htr Distrib.		$41,500						
				DHW/CW Booster Cont/ Fire Pump		$1,000						
				Install AC gr fl/Convert AC to Gas		$9,500						
				Upgrade Elevator Controls		$10,000						
				Replace Fire ALarm System		$1,487						
	Sub-Total:		**$1,000**	**Sub-Total:**		**$183,907**	**Sub-Total:**		**$147,854**	**Sub-Total:**		**$270,000**
	A&E Fees		**$80**	**A&E Fees**		**$14,713**	**A&E Fees**		**$11,828**	**A&E Fees**		**$21,600**
	NY 9-11 Steamboat Sq. Townhouses			**NY 9-11 Steamboat Sq. Townhouses**			**NY 9-11 Steamboat Sq. Townhouses**			**NY 9-11 Steamboat Sq. Townhouses**		
	No Items			Convert Electric Heat to Gas		$17,000	No Items			Replace or update heating system		$55,000
										Signage		$2,500
				Replace Storage Sheds		$5,000						
				Replace Fire Alarm System		$1,000						
	Sub-Total:		**$0**	**Sub-Total:**		**$23,000**	**Sub-Total:**		**$0**	**Sub-Total:**		**$57,500**
	A&E Fees		**$0**	**A&E Fees**		**$1,840**	**A&E Fees**		**$0**	**A&E Fees**		**$4,600**
	Sub - Total of This Page:		$1,000	Sub - Total of This Page:		$206,907	Sub - Total of This Page:		$147,854			$327,500

Five Year Action Plan
Part ll: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program

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

Work Statement for Year 2 FFY: 2005 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 3 FFY: 2006 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 4 FFY: 2007 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 5 FFY: 2008 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs
See Annual Statemen											
NY 9-12 Historic Steamboat Square			**NY 9-12 Historic Steamboat Square**			**NY 9-12 Historic Steamboat Square**			**NY 9-12 Historic Steamboat Square**		
Replace Rear Deck		$3,120	No Items			Repair/Replace Fencing & sheds		$14,500	NoItems		
Study Mositure		$1,160				Install new heavy duty window balancers		$24,100			
Replace Plastic Faucets		$10,000				Smoke Detecctors in Bedrooms		$1,000			
Replace Vestibule Floor Tile		$1,700									
Replace Apt. Floors		$5,000									
Signage		$2,500									
Replace Fire Alarm System		$5,000									
Replace Appliances		$9,455									
Sub-Total:		**$37,935**	**Sub-Total:**		**$0**	**Sub-Total:**		**$39,600**	**Sub-Total:**		**$0**
A&E Fees		**$3,035**	**A&E Fees**		**$0**	**A&E Fees**		**$3,168**	**A&E Fees**		**$0**
NY 9-13 Ezra Prentice Homes			**NY 9-13 Ezra Prentice Homes**			**NY 9-13 Ezra Prentice Homes**			**NY 9-13 Ezra Prentice Homes**		
Cleanout Storm Sewers		$4,840	Install watersaving measures in apts.		$5,000	Demolish 3 Trackside Buildings		$5,000			
Rework Storm Drain		$5,000	Improve Lighting common areas & apts		$1,000						
Upgrade Exterior Security Light		$9,500	Replace Fire Alarm System		$1,000						
Replace Trackside Roofs		$5,000							Signage		$2,000
Replace Canopies, Supports & Patio		$74,000	Replace Ranges		$1,000						
Boile/Heating/DHW/Boiler Controls		$452,716	Replace Refrigerators		$2,000						
LBP Testing		$1,864									
Install Smoke Detectors		$42,000									
Install Sprinkler System		$288,766									
Install Metal Covers on Fin Radiation		$43,285									
Replace Bathroom Radiant Heat		$47,007									
Smoke Detectors in Bedrooms		$1,000									
Sub-Total:		**$974,978**	**Sub-Total:**		**$10,000**	**Sub-Total:**		**$5,000**	**Sub-Total:**		**$2,000**
A&E Fees		**$77,998**	**A&E Fees**		**$800**	**A&E Fees**		**$400**	**A&E Fees**		**$160**
Sub - Total of This Page:		$1,012,913	Sub - Total of This Page:		$10,000	Sub - Total of This Page:		$44,600	Sub - Total of This Page:		$2,000

Five Year Action Plan
Part ll: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program

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

Work Stateme for Year FFY:200	Work Statement for Year 2 FFY: 2005 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 3 FFY: 2006 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 4 FFY: 2007 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 5 FFY: 2008 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs
See Annual Statemen	**NY9-22 Scattered Sites Replacement**			**NY9-22 Scattered Sites Replacement**			**NY9-22 Scattered Sites Replacement**			**NY9-22 Scattered Sites Replacement**		
				42 Replacement Units	7 Units	$20,000						
	Sub-Total:		**$0**	**Sub-Total:**		**$20,000**	**Sub-Total:**			**Sub-Total:**		
	A&E Fees		**$0**	**A&E Fees**		**$1,600**	**A&E Fees**			**A&E Fees**		
	Management Improvements			**Management Improvements**			**Management Improvements**			**Management Improvements**		
	Computer software upgrade		$75,000	Computer software upgrade		$75,000	Computer software upgrade		$75,000	Computer software upgrade		$75,000
	LBP training		$1,000	LBP training		$1,000	LBP training		$1,000	LBP training		$1,000
	Maintenance mgt improvements		$1,000	Maintenance mgt improvements		$1,000	Maintenance mgt improvements		$1,000	Maintenance mgt improvements		$1,000
	Training Initiative/Marketing Coord		$45,000	Training Initiative/Marketing Coord		$45,000	Training Initiative/Marketing Coord		$45,000	Training Initiative/Marketing Coord		$45,000
	Operations Management Improvement		$1,000	Operations Management Improvement		$1,000	Ops Management Improvement			Ops Management Improvement		
	Personnel Technician		$0	Personnel Technician		$0	Personnel Technician			Personnel Technician		
	Technical Assistance HUD QHWRA		$500	Technical Assistance HUD QHWRA		$500	Technical Assistance HUD QHWRA		$500	Technical Assistance HUD QHWRA		$500
	Implementation Asst Asset Mgmt		$500	Implementation Asst Asset Mgmt		$500	Implementation Asst Asset Mgmt		$500	Implementation Asst Asset Mgmt		$500
	Partnership Process		$2,000	Partnership Process		$2,000	Partnership Process		$2,000	Partnership Process		$2,000
	PHA wide Police Patrol		$75,000	PHA wide Police Patrol		$75,000	PHA wide Police Patrol		$75,000	PHA wide Police Patrol		$75,000
	Econ Develop/Wage Center Coord		$30,000	Econ Develop/Wage Center Coord		$30,000	Econ Develop/Wage Center Coord		$30,000	Econ Develop/Wage Center Coord		$30,000
	Tenant Newsletter		$0	Tenant Newsletter		$0	Tenant Newsletter			Tenant Newsletter		
	Tenant Security Patrol		$10,000	Tenant Security Patrol		$10,000	Tenant Security Patrol		$10,000	Tenant Security Patrol		$10,000
	Utility Conservation Program		$60,000	Utility Conservation Program		$60,000	Utility Conservation Program		$60,000	Utility Conservation Program		$60,000
	Tenant Relations Training			Tenant Relations Training								
	9-5 Community Center Staff		$1,000	9-5 Community Center Staff		$1,000	9-5 Community Center Staff		$1,000	9-5 Community Center Staff		$1,000
	9-5 Community Center Coordinator		$17,000	9-5 Community Center Coordinator		$17,000	9-5 Community Center Coordinator		$17,000	9-5 Community Center Coordinator		$17,000
	PHAS Consultant		$0	PHAS Consultant		$0	PHAS Consultant			PHAS Consultant		
	PHAS Deficiencies		$500	PHAS Deficiencies		$500	PHAS Deficiencies		$500	PHAS Deficiencies		$500
	Sub-Total:		**$319,500**	**Sub-Total:**		**$319,500**	**Sub-Total:**		**$318,500**	**Sub-Total:**		**$318,500**
	Total All Developments		$1,820,366	Total All Developments		$1,820,366	Total All Developments		$1,820,366			
	A&E Fees this year		$145,629	A&E Fees this year		$145,629	A&E Fees this year		$145,629			

Five Year Action Plan
Part ll: Supporting Pages
Physical Needs Work Statement(s)
Capital Fund Program

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

Work Statement for Year 2 FFY: 2005 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 3 FFY: 2006 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 4 FFY: 2007 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs	Work Statement for Year 5 FFY: 2008 Development Number/Name/General Description Major Work Categories	Qty	Estimated Costs
Totals to the Summary	9-1	$111,000	Totals to the Summary	9-1	$5,000	Totals to the Summary	9-1	$37,800	Totals to the Summary	9-1	$37,800
	9-2	$0		9-2	$0		9-2	$0		9-2	$0
	9-3	$114,329		9-3	$155,419		9-3	$160,847		9-3	$160,847
	9-4	$201,200		9-4	$1,000,200		9-4	$114,280		9-4	$114,280
	9-5L	$160,500		9-5L	$4,500		9-5L	$568,000		9-5L	$40,000
	9-5H	$304,000		9-5H	$2,000		9-5H	$27,750		9-5H	$27,750
	9-7	$228,000		9-7	$283,400		9-7	$184,407		9-7	$184,407
	9-11	$66,810		9-11	$0		9-11	$41,458		9-11	$41,458
	9-12	$72,100		9-12	$0		9-12	$45,335		9-12	$45,335
	9-13	$387,972		9-13	$160,697		9-13	$973,978		9-13	$973,978
	9-23	$0		9-23	$0		9-23	$20,000		9-23	$20,000
See	Total	$1,645,911		Total	$1,611,216		Total	$2,173,855		Total	$1,645,855
Annual Statement	Transferred from each year	1408	$245,768	Transferred from each year	1408	$245,768	Transferred from each year	1408	$245,768	Transferred from each year	1408	$245,768
		1470			1470			1470			1470	
		1475			1475			1475			1475	
		1410	$245,768		1410	$245,768		1410	$245,768		1410	$245,768
	1430,1465,1498 see below **			1430,1465,1495 see below **			1430,1465,1495 see below **			1430,1465,1495 see below **		
		Total	$2,137,447		Total	$2,102,752		Total	$2,665,391		Total	$2,137,391
	**	1430	$145,629	**	1430	$145,629	**	1430	$145,629	**	1430	$145,629
		1465			1465			1465			1465	
		1498			1498			1498	$0		1498	
		1502			1502			1502	$0		1502	
		Total	$2,283,076		Total	$2,248,381		Total	$2,811,020		Total	$2,283,020

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
PART I: Summary

PHA Name	**Grant Type and Number**	**Federal FY of Grant**
Albany Housing Authority	Grant Fund Program Grant No.: Replacement Housing Factor Grant No.: NY06R00950104	2004

☒ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number ___ ☐ Performance and Evaluation Period Ending 12/31/03
☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost (2) Obligated	Total Actual Cost (2) Expended
1	Total Non-CFP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
3	1408 Management Improvements (Soft Costs)				
	1408 Management Improvements (Hard Costs)				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvements				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment--Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demostration				
17	1495.1 Relocation Costs				
18	1498 Development Activities	$ 227,802			
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant (sum of lines 2-19)	$ 227,802	$ -	$ -	$ -
	Amount of line X Relating to LBP Activities	$ -			
	Amount of line X Relating to Section 504 Compliance	$ -			
	Amount of line X Relating to Security (Soft Costs)	$ -			
	Amount of line X Relating to Security (Hard Costs)				
	Amount of line X Relating to Energy Conservation Measures				
	Collateralization Expense or Debt Service	$ -			

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement (2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
2/20/2004	

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name	Grant Type and Number	Federal FY of Grant
Albany Housing Authority	Grant Fund Program Grant No.: Replacement Housing Factor Grant No.: NY06R00950104	2004

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Dev Account Number	Quantity		Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
					Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
9-28	Acquisition & rehabilitation of 3 units	1498	1.5	units	$227,802				
Scattered Site									

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement (2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
2/20/2004	

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name	Grant Type and Number	Federal FY of Grant
Albany Housing Authority	Grant Fund Program Grant No.: Replacement Housing Factor Grant No.: NY06R00950104	2004

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
NY9-28 Scattered Site	9/30/2007			9/30/2009			

(1) To be completed for Performance & Evaluation Report or a Revised Annual Statement (2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
12/31/2003	

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name	**Grant Type and Number**	**Federal FY of Grant**
Albany Housing Authority	Grant Fund Program Grant No.: NY06P00950103 Replacement Housing Factor Grant No.:	2003

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			**Reasons for Revised Target Dates (2)**
	Original	**Revised (1)**	**Actual (2)**	**Original**	**Revised (1)**	**Actual (2)**	

(1) To be completed for Performance & Evaluation Report or a Revised Annual Statement (2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date

ALBANY HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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Part I

INTRODUCTION

A. INTRODUCTION

1. Mission Statement

The mission of the Albany Housing Authority is to lead the community with professionalism, integrity and spirit in providing quality housing for a diverse population and to partner with the community to maximize social and economic opportunity.

2. Purpose of the ACOP

The purpose of this policy is to establish guidelines for the Albany Housing Authority staff to follow in determining eligibility for admission to and continued occupancy of public housing. Staff must be certain that every action is documented properly. Written third party verification forms should be present in each applicant or resident's file or available electronically to support income, deductions and rent, preferences, tenant and criminal history. Obtaining and using such documentation correctly makes sure that the public housing program benefits eligible families and that the rent they pay is correct. High quality documentation prevents both inadvertent errors and program fraud. Equally important, staff must also maintain applicant resident confidentiality when handling and maintaining this documentation. The ACOP is based both on good management practices and regulations governing federal public housing programs.

3. Civil Rights Policy

It is the policy of the Albany Housing Authority, also referred to as the "Housing Authority" and "AHA", to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 3 of the 1968 Civil Rights Act, and with all rules and regulations. Specifically, the AHA shall not on account of race, color, sex, creed, or national origin deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will the AHA discriminate because of religion, age, physical handicap, pregnancy, parenthood, nor marital or veteran status.

To further its commitment to full compliance with applicable Civil Rights Acts, the AHA will provide federal, state, and local information to applicant/participant households regarding discrimination and recourse in the event of discrimination. Such information will be made available during the Pre-Occupancy Briefing and all applicable forms and printed material will be made available to prospective resident families.

AHA must be prepared to reasonably accommodate the needs of individuals. Written translations and/or interpreter services should also be made available to persons with limited English proficiency in order that they might be afforded equal access to all housing and housing related services. AHA must also provide written translation or interpreter services to persons with limited English proficiency. This includes assisting persons with limited English proficiency in the application process, including conducting the interview and completing the application.

4. Privacy Policy

It is the policy of the AHA to facilitate the full exercise of rights conferred on individuals under the Privacy Act of 1974, 5 U.S.C 552A, and to insure the protection of privacy as to individuals about whom the Housing Authority maintains records under its Low-Rent Housing Program.

Therefore, the AHA shall not disclose any personal information contained in such records by any means of communication to any person or to another agency unless the individual to whom such information pertains requests or consents to such disclosure or unless such disclosure is authorized under the

applicable provisions of the Privacy Act. The AHA has determined that disclosure under any other circumstances would constitute an unwarranted invasion of privacy in violation of the Privacy Act and the United States Constitution. The AHA shall refuse any and all requests for any unauthorized and unlawful disclosures. It is important to note that this privacy policy is applicable to the disclosure of participant information and NOT the gathering and use of information necessary to ensure full compliance with HUD regulations governing such items including, but not limited to, the following:

- determining initial and on-going eligibility
- current income including earned and unearned
- historical income for comparison and use to project income eligibility
- applicable allowances and deductions
- resident rental payments
- current and past assets including savings, annuities, whole term life insurance, etc.
- outstanding indebtedness to government as a result of prior participation in other federally-subsidized housing programs
- credit worthiness, criminal background, character references, etc.
- ability to comply with the lease requirements

However, no information regarding applicant/participant households will be solicited unless directly attributed to direct or implied responsibilities of the Housing Authority or any of its subsidiary corporations.

5. Authority

Eligibility for admission to and occupancy of Low-Income Public Housing is governed by requirements of the Department of Housing and Urban Development, with some latitude for State and local policies and procedures. This Admissions and Continued Occupancy Policy (ACOP) incorporates these requirements and is binding upon applicants, residents, and the Housing Authority alike, the latter two through inclusion of the ACOP into the Dwelling Lease by reference or specific reference where required by law. Notwithstanding the above, changes in applicable Federal law or regulations shall supersede this policy at any point in which they are in conflict.

Eligibility for admission to and occupancy of Low Income Housing Tax Credit program is governed by the requirements of the Internal Revenue Service with limited latitude for state and local policies and procedures. Many of these are incorporated into this ACOP and are binding upon applicants, residents and housing authority staff. Notwithstanding this statement, changes in applicable Federal law or regulations will supersede this policy at any point in which they are in conflict.

Eligibility for admission to and occupancy of New York State-assisted public housing program is governed by the requirements of New York State Department of Housing and Community Renewal (DHCR) with limited latitude for local policies and procedures. Many of these are incorporated into this Admissions and Continued Occupancy Policy and are binding upon applicants, residents and housing authority staff. Notwithstanding this statement, changes in applicable Federal law, NYS Law, or regulations will supersede this policy at any point in which they are in conflict.

6. Objectives

The objectives of this policy are to:

a. Promote the overall goal of drug-free, healthy, safe, affordable, decent, and sanitary housing in good neighborhoods by:

(i) Ensuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility;

(ii) Ensuring the fiscal stability of the Housing Authority; and,

(iii) Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood.

b. Facilitate the efficient management of the Housing Authority and compliance with Federal and New York State Regulations by establishing the policy basis for management procedures, record keeping, and auditing.

c. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964 and all other applicable Federal Laws and regulations to insure that admission to and occupancy of public housing neighborhoods is conducted without regard to race, color, creed, sex or national origin.

d. Prescribe standards and criteria for resident selection and annual reexamination of income and family composition as provided for by the regulations of the various programs.

7. Terminology

The term "he" or "his" used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate. The Housing Authority is also referred to as the “Housing Authority” or the “AHA” throughout this document.

Part II

DEFINITIONS

A. FAMILY

1. The term "Family" as used in this policy means:

   a. A family with or without children;

   b. An elderly family;

   c. A near-elderly family

   d. A disabled family;

   e. A displaced family;

   f. The remaining member of a tenant family; and

   g. A single person who is not an elderly person, or a person with disabilities, or the remaining member of a tenant family.

2. The term "Disabled family" as used in this policy means:

   A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

3. The term "Displaced family" as used in this policy means:

   A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

4. The term "Displaced person" as used in this policy means:

   A person displace by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

5. The term "Elderly family" as used in this policy means:

   A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

6. The term "Elderly person" as used in this policy means:

   A person who is at least 62 years of age.

7. The term "Live-in Aide" as used in this policy means:

   A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

   a. Is determined to be essential to the care and well being of the persons;

b. Is not obligated for the support of the persons; and

c. Would not be living in the unit except to provide the necessary supportive services.

8. The term "Near-elderly family" as used in this policy means:

A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62: or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

9. The term "Near-elderly person" as used in this policy means:

A person who is at least 50 years of age but below the age of 62.

10. The term "Person with disabilities" as used in this policy means:

a. Has a disability as defined in section 223 of the Social Security Act;

b. Has a physical, mental, or emotional impairment that:

(i) Is expected to be of a long-continued and indefinite duration;

(ii) Substantially impedes his or her ability to live independently; and

(iii) Is of such a nature that such ability could be improved by more suitable housing conditions; or

c. Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)).

d. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under this title, solely on the basis of any drug or alcohol dependence.

11. The term "remaining member of a tenant family" is a member who was listed on the lease of a public housing unit and is the only family member still remaining in the unit. A child may remain in the unit as a remaining member if AHA authorizes and permits an adult to join the household as a new head of household.

12. The term "Single Person" is a person who is not elderly, near elderly, disabled, displaced, or the remaining member of a tenant family. Single persons may include emancipated minors as defined by NYS law.

13. The term "Roommates" as used in this policy may include two or more unrelated persons age 18 or older or emancipated minor(s) who sigh to apply together for low income housing assistance in one apartment. All household members must qualify as eligible under the definition of Head of Household in order to be considered eligible. If one or more person is dependent and one or more is not, the household would be ineligible unless the dependent person(s) age 18 or older or emancipated were independent and not claimed as dependent on another's income tax return for any reason.

14. The term "Students" as used in this policy are defined as persons attending an educational or vocational institution on a full or part time basis. Generally, students are not eligible as Head of Household or co-

head of household if they are dependents and are listed as such on another's income tax return for any reason.

B. ANNUAL INCOME

1. Income

Income is defined by the Secretary of HUD at 24 CFR 5.609, effective April 1, 1997 and amplified in this policy in those areas within the discretion of a Public Housing Authority.

2. Annual Income

Annual Income means all amounts, monetary or non-monetary (E.g. regular non-cash contributions from persons not residing in the household), which go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or are anticipated to be received from a source outside the family during the 12-month period following admission or the effective date of the annual reexamination; and, which are exclusive of income that is temporary, nonrecurring, sporadic, and exclusive of certain other types of income specified in this policy. Annual income includes amounts derived from assets to which any member of the family has access that are not specifically excluded by Federal regulations.

a. Annual Income includes, but is not limited to:

(i) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services:

(ii) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;

(iii) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in (ii) above of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;

(iv) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;

(v) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see "lump sum additions" in this policy);

(vi) Welfare assistance;

(a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities; plus,

(b) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under the above paragraph shall be the amount resulting from one application of the percentage.

(vii) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.

(viii) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling, but see paragraph 5 in the next sub-section regarding special pay);

b. Annual Income does not include:

(i) Income from employment of children (including foster children) under the age of 18 years;

(ii) Payments received for the care of foster children or foster adults;

(iii) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see "payments in lieu of earnings" in this policy;

(iv) Amounts that are specifically for or in reimbursement of the cost of medical expenses;

(v) Income of a Live-in Aide, as defined in 24 CFR §913.102;

(vi) Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that are available for subsistence is to be included in income;

(vii) The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;

(viii) Temporary, nonrecurring or sporadic income (including gifts);

(ix) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

(x) Earnings in excess of $480 for each full-time student 18 years old or older, excluding the head of household and spouse;

(xi) Adoption assistance payments in excess of $480 per adopted child;

(xii) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

(xiii) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.

(xiv) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

(xv) Certain stipends and other income received by participants in qualified training, self-sufficiency and work incentive programs.

(xvi) Earned income:

(a) Disallowance of earned income from rent determinations applies when a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under NYS Family Assistance Program (TANF) within six (6) months and whose earned income increases. Such disallowance shall be granted to eligible families for a twelve- (12) month period, contingent upon continued employment or increased income.

(b) Upon expiration of the 12-month period of disallowance of earned income from rent determinations, earned income shall continue to be disallowed for the next twelve (12) months at a rate not to exceed 50% of the amount of the total rent increase that would be applicable in the absence of the disallowance. Such phase-in of earned income in rent calculation is contingent upon continued employment or increased income.

(xvii) Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. When such exclusions are mandated by Federal statute or regulation, they will become effective as prescribed by the Federal government without the necessity to amend this policy. The following is a list of types of benefits that qualify for that exclusion effective February 1998.

(a) Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4636).

(b) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));

(c) Payment to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(g), 5058);

(d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));

(e) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459(e));

(f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

(g) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));

(h) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503 2504);

(i) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Authority or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117); and

(j) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational institution (See 24 CFR 215.1(c)(6), 236.3(c)(6), 813.106(c)(6), and 913.106(c)(6)).

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period or shorter interval if necessary.

3. Monthly Income - One-twelfth of Annual income. For purposes of determining priorities based on an applicant's rent as a percentage of monthly income.

4. Adjusted Income - Adjusted income means annual income less the following:

a. $480 for each Dependent;

b. $400 for any Elderly Family or any Disabled Family;

c. For any Family that is not an Elderly Family but has a Handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expenses in excess of three percent of Annual Income, but this allowance may not exceed the employment income by Family members who are 18 years of age older as a result of the assistance to the Handicapped or Disabled Person;

d. For any Elderly Family or Disabled Family.

(i) That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed three percent of Annual Income;

(ii) That has disability assistance expenses greater than or equal to three –(3) percent of Annual income, an allowance for disability assistance expenses computed in accordance with paragraph (3) of this section, plus an allowance for Medical Expenses that is equal to the Family's Medical Expenses;

(iii) That has disability assistance expenses that are less than three percent of Annual Income, an allowance for combined disability assistance expenses and Medical Expenses that is equal to the amount by which the sum of these expenses exceeds three percent of Annual Income; and

e. Child Care Expenses: 24 CFR §5.603 Unreimbursed amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, to be gainfully employed, or to further his/her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Note: AHA is charged with determining what is a reasonable amount, when the care is provided to further a family member's education. Unlike the employment related portion of the deduction, childcare costs for education purposes are not "capped" by the amount earned. A survey of reasonable charges could be used as a basis to determine reasonable charges for child care needs in order to further education. Whatever the basis for the determination is, proper documentation of the reasonable charges must be retained by the Authority and the amounts determined made public by way of posting in all offices and resident notification. If this change results in any change to the current means of determining child care costs the determination and the amounts are subject to resident review and comment period and Board approval.

d. $480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age or is attending school or voational training on a full -time basis, or who is 18 years of age or older and is a person with disabilities;

g. The amount of any earned income of a member of the family who is not:

(i) 18 years of age or older, and

(ii) The head of the household (or the spouse of the head of the household).

h. Other exclusions

(i) Any supplemental or part-time earned income from TLC-owned (Tenant Leadership Council) business that is in addition to other family household income used to calculate rent.

In the above cases, the income must be IN ADDITION to other family household income in order to be excluded. Where it is the sole source of income for the family household, the total income will be used to calculate Total Tenant Payment.

5. Monthly Adjusted Income - One-twelfth of Adjusted Income.

6. Income for Eligibility -
To be eligible for public housing, an applicant must have an annual income that is no more than the "Lower Income" limit for the jurisdiction. The Lower Income is set at 80 percent of area median income, adjusted for smaller and larger families.

7. Income for Rent - "Income for Rent" for the purpose of determining rents and for statistical reporting means adjusted income; except that Annual Income is not to be used in determining the minimum rent.

(a) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));

(b) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

(c) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

d) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b);

(e) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503 2504);

(f) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Authority or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117); and

(g) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational institution (See 24 CFR 215.1(c)(6), 236.3(c)(6), 813.106(c)(6), and 913.106(c)(6)).

Income eligibility for Students/Roommates - The total household income would be used to determine income eligibility of the household using the definition of income above.

C. TOTAL TENANT PAYMENT

1. Total Tenant Payment for families shall be the one of the following rounded to the nearest dollar:

   a. 30 percent of Monthly Adjusted Income; or

   b. 10 percent of Monthly Gross Income; or

   c. The Shelter Rent - If the family receives Public Assistance from the Office of Temporary and Disability Assistance (OTDA and otherwise referred to as DSS) as specifically designated by such agency to meet the family's housing costs. The Albany County Office of Temporary and Disability Assistance establishes Shelter Rents.

   d. A minimum rental amount of $50.

   e. Flat Rent. A market value rent determined for each unit size in each development. Flat rents may change when the Authority determines such a need for a change. (See Appendix F) AHA will determine if an update to its flat rent structure is necessary on an annual basis. Flat rent adjustments will occur in July each year to the greatest extent feasible.

2. Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges, such as maintenance charges, late charges, etc.

3. Total Tenant Payment and minimum rents may be reduced by an allowance for tenant-paid utilities that are not included with the rent. Where the utility allowances exceed the TTP or Minimum Rent, the difference will be paid to the tenant in the form of a monthly Utility Allowance Payment (UAP) (reimbursement).

4. Utility allowances are not deducted from the OTDA Shelter Rent. Utility costs are paid to the family or utility company separately from the rent as established by OTDA.

5. Flat Rents will not be reduced by any utility allowance since they are based on the market value of the unit. Tenant is fully responsible for any tenant-paid utility.

6. Total Tenant Payment for State Public Housing developments will be based on the allowable deductions and the NYS DHCR approved rent schedule by bedroom size.

7. Should AHA convert NYS-assisted sites (NYS137B and NYS 137C) to project-based vouchers or other market rental that is no longer under the jurisdiction of NYSDHCR, AHA will establish rent and utility policies consistent with the applicable program.

8. For clarification purposes, Albany Housing Authority does NOT utilize ceiling rents.

D. OTHER

1. Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

   AHA is charged with determining what is a reasonable amount, when the care is provided to further a family member's education. Unlike the employment related portion of the deduction, childcare costs for education purposes are not "capped" by the amount earned. A survey of reasonable charges could be used as a basis to determine reasonable charges for child care needs in order to further education. Whatever the basis for the determination is, proper documentation of the reasonable charges must be retained by the Authority and the amounts determined made public by way of posting in all offices and resident notification. If this change results in any change to the current means of determining child care costs for the purpose of furthering education, the determination and the amounts are subject to resident review and comment period and Board approval.

2. Dependent: A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a Full Time Student. An unborn child shall not be considered a dependent.

3. Designated Housing: A project (or projects) or a portion of a project (or projects) that has been designated in accordance with 24 CFR Part 945.

4. Employment: Applicants whose head of household or spouse is employed. The employment income must be countable under the U.S. Department of Housing and Urban Development's definition of annual income. This preference shall be given to applicants whose head of household, spouse or sole member is 62 or older, or is receiving social security disability, supplemental security income disability benefits, or any other payment based on the individual's inability to work. There is no minimum income requirement.

9. Extremely Low-Income Family: A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 30 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

7. Housing Authority: The Albany Housing Authority is referred to as the Housing Authority.

8. Live-In Aide/Caretaker: A person who is employed by and resides with an Elderly, Disabled, or Handicapped person or persons to provide medical care, and who:

   a. Is determined by the HA to be essential to the care and well-being of the person(s);

   b. Is not obligated for support of the person(s); and

   c. Would not be living in the unit except to provide supportive services. (See 24 CFR §913.106(c)) for treatment of a Live-In Aide's Income.)

9. Head of Household: Head of Household means the adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations. A Head of

Household must be 18 years of age or older or an emancipated minor. A Head of Household or co-Head of Household must not be claimed as a dependent on another's income tax return.

10. Lower Income Family: A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs of unusually high or low family incomes. *In LIHTC units at North Albany, this amount is defined as 60% of the AMGI.

11. Medical Expenses: Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by Insurance. Medical expenses, in excess of 3% of Annual Income, are deductible from annual income for elderly families only.

12. Military Service: Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the Commissioned Corps of the United States Public Health Service.

13. Minor: A "minor" is a person less that eighteen years of age. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.) An infant is a child under the age of two. Unemancipated minors shall not be eligible for participation in the public housing program because they cannot be legally held to a contract.

14. Mixed Population Project: A public housing project, or portion of a project, that was reserved for elderly families and disabled families at its inception (and has retained that character). If the project was not so reserved at its inception, the AHA has obtained HUD approval to give preference in tenant selection for all units in the project (or portion of a project) to elderly families and disabled families. These projects formerly were known as elderly projects.

15. Net Family Assets: "Net Family Assets" include the value of, or equity in, real property, savings, bonds, stocks, and other forms of capital investments after deducting reasonable costs that would be incurred in the disposition of such assets. The value of personal property such as furniture and automobiles is to be disregarded in the Net Assets determination. Also, the interests in Indian trust land and equity accounts in HUD homeownership programs is to be disregarded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, the AHA shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms.

16. Spouse: Spouse means the husband or wife of the head of household.

17. Tenant Rent: The amount payable monthly by the Family as rent to the AHA. Where all utilities (except telephone. etc.) and other essential housing services are supplied by the AHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone, etc.) and other essential housing services are not supplied by the AHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance. (Tenant Rent is a term established and defined by 24 CFR (§913) and as such, is occasionally awkward in ordinary usage. For this reason, the term "Tenant Rent" is used interchangeably with "rent" elsewhere in this ACOP to refer to the net monthly payment by the family to AHA. The only exception is the term "rent" as defined in this policy in reference

to admission priorities based on an applicant's rent as a percentage of monthly income, minimum rents and flat rents as described below).

When tenant chooses a flat rent, the tenant rent amount is the established flat rent amount. Any utility allowance that may be applicable for the unit is not deducted from the flat rent amount. Tenant is responsible for payment of any utilities in full when a flat rent option is taken.

18. Rent: For purposes of determining whether an applicant is entitled to a priority for public housing admission based on current rent as a percentage of monthly income if the Authority has a published preference for this type of priority housing admission, rent is defined as the actual amount due, calculated on a monthly basis, under a lease or rental agreement between a family and the family's current landlord, plus any monthly payments that a family makes toward tenant purchased utilities such as heat, hot water, cooking fuel and general electrical service (utilities do not include telephone, cable, Internet service, DSL, satellite, or similar non-essential services) and other housing services. In calculating a family's payments toward utilities and other essential housing services, the Housing Authority will use its reasonable estimate of tenant-purchased utilities and other essential housing services that are normally included in rent; or if the family chooses, the family's average monthly utility costs, based on the family's utility bills furnished by the family, for the most recent 12-month period, or, where bills are not obtainable for the entire period, for an appropriate recent period.

    For the purposes of calculating rent under this paragraph, amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the otherwise applicable rental amount to the extent that they are not included in the family's income.

    In the case of an applicant who owns a manufactured home, but who rents the space upon which it is located, rent under this paragraph includes the monthly payment to amortize the purchase price of the home, as calculated in accordance with HUD's requirements. In the case of members of a cooperative, rent under this paragraph means the charges under the occupancy agreement between the members and the cooperative.

19. Utility: Electricity, gas, heating fuel, water and sewage services, and trash and garbage collection. Telephone and cable television service, DSL, satellite service, etc. are not counted as a Utility.

20. Utility Allowance: If the cost of utility (except telephone and similar) and other essential housing services for an assisted unit is not included in the Tenant Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by AHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a quality living environment.

21. Utility Reimbursement/Credit Rent/Zero Rent: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. If the utility allowance exceeds the Total Tenant Payment, a zero rent condition exists and a utility credit may be paid to the tenant in the amount the utility allowance exceeds the Total Tenant Payment for income-based and minimum rents.

22. Very Low-Income Family: A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

23. Welfare Assistance: TANF (Temporary Assistance to Needy Families) is known as the Family Assistance Program in New York State. These payments to families with children and based on need are made under programs funded, separately or jointly, by federal, state or local governments.

24. Neighborhood or Community: Any lower income Public Housing site as established in a development program, except that when sites are adjacent or within a block of each other, such sites collectively shall be considered one location.

25. Handicapped Assistance Expenses: Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member and that are necessary to enable a Family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

26. Public Housing Authority (PHA): Any State, County, municipality, or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families. The term "public housing" includes dwelling units in a mixed finance project that are assisted by a public housing authority with capital or operating assistance.

27. State Development: Public housing development constructed and funded by the New York State Division of Housing and Community Renewal (DHCR). Such units may have income exclusions and rent calculation procedures different than federally funded public housing units.

28. Transitional Housing: AHA units rented by a variety of NYS not for profit agencies whose clients are going through substance rehab or domestic violence prevention, mental health and lead abatement programs.

29. Resident Police Officers: Active duty eligible law enforcement officers that occupy AHA units for residential purposes and for increased site security. (See Part III.O-1)

30. Resident Employees: Qualified persons living in AHA units who provide essential operational services to the development in which they reside on behalf of the Authority. (*Does not include AHA salaried employees who reside in AHA developments.)

E. Preferences

Albany Housing Authority has published the following preferences for its public housing and Section 8 assistance programs:

1. A) Working families, elderly, disabled families

a. Working Families: Families that have at least one adult member that can prove that they were employed for nine (9) months of the last twelve- (12) months. "Earned income" shall be excluded from income, in accordance with section B of this policy, Annual Income and repeated below:

From B. Annual Income (xvi) Earned income:

a) Disallowance of earned income from rent determinations applies when a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under NYS Family Assistance Program (TANF) within six (6) months and whose earned income increases. Such disallowance shall be granted to eligible families for a twelve- (12) month period, contingent upon continued employment or increased income

b) Upon expiration of the 12-month period of disallowance of earned income from rent determinations, earned income shall continue to be disallowed for the next twelve (12) months at a rate not to exceed 50% of the amount of the total rent increase that would be applicable in the absence of the disallowance. Such phase-in of earned income in rent calculation is contingent upon continued employment or increased income.

b. Elderly, Disabled Families: Families that have at least one adult member who is 62 years of age or older or whose head, spouse or other family member is receiving social security disability, supplemental security income benefits, or any other payments based on an individual's inability to work.

The term "Person with disabilities" as used in this policy means:

a. Has a disability as defined in section 223 of the Social Security Act;

b. Has a physical, mental, or emotional impairment that:

(i) Is expected to be of a long-continued and indefinite duration;

(ii) Substantially impedes his or her ability to live independently; and

(iii) Is of such a nature that such ability could be improved by more suitable housing conditions; or

c. Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)).

d. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under this title, solely on the basis of any drug or alcohol dependence.

B) HIP Participants –

a. Homeless Intervention Program participants who meet the criteria established in Part III, O-1 (page 57) of this ACOP. Albany Housing Authority reserves the right to limit the number of HIP participants who will be allowed to apply for housing (public housing or Housing Choice Voucher to no more than 20 each calendar year. Each calendar year will begin another cycle.
b. AHA reserves the sole discretion to increase the number of HIP participants who may apply for housing or housing assistance if the applicable waiting list is currently closed

2. Educational or training program participant or graduate: Families that have at least one adult member who is a graduate or active participant in educational or training programs that are designed to prepare individuals for the job market. Verification shall be required from the educational or training program. Income from stipends from educational or training programs shall be excluded from income, in accordance with section B of this policy, annual income.

NOTE: AHA is permitted to adopt a local residency preference if all non-discrimination and equal opportunity requirements under 24 CFR §100.50 are follow; however, making residency a requirement for admission is prohibited.

AHA has established a residency preference for those applicants who live, work, or will be working in the jurisdiction of the City of Albany. No minimum term for residency is allowed.

* AHA participates in the Federal Safe Home Program, which provides housing or housing assistance to persons in need of transitional housing due to domestic violence, crime prevention, witness protection. At the discretion of the Executive Director or his designated representative for these special cases, persons/families will be housed as conditions warrant and with the written authorization of the Executive Director.

Part III

ADMISSIONS

A. ADMISSIONS

1. Non Discrimination

The Housing Authority will not, on account of race, color, creed, sex or national origin, deny or hinder any applicant family the opportunity to make application or lease a dwelling unit suitable to its needs in any of its developments. Neither will the Housing Authority discriminate because of religion, age, physical handicap, pregnancy, parenthood, nor marital or veteran status.

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulation and applicable Fair Housing and Equal Opportunity Requirements.

2. Deconcentration Policy

The Albany Housing Authority's Board approved policy states that AHA shall regularly monitor (a minimum of once annually each June) the percentages of families presently occupying each AHA owned development that is predominantly occupied by families with children and falling into the following categories:

- Families with income less than 30% of the median area income;
- Families with income falling between 30% and 50% of median area income;
- Families with income falling between 50% and 80% of median area income; and
- Families with income exceeding 80% of median area income.

If these income profiles of AHA family developments shows a deviation of more than 15 in any category (in terms of present occupants), applicants of the income category needed to balance the development's profile relative to other developments shall be offered a housing unit in that development first. This practice shall continue until sufficient numbers of families housed in the development in question to rectify the imbalance such that category deviation is less than 15% in any category.

AHA will require applicants for public housing to list their family incomes and these will be tracked in the above categories.

If these efforts are insufficient to rectify imbalances in a 3-month period of time, special marketing efforts shall be undertaken to promote living is some, one or more particular developments.

3. Income Targeting

Albany Housing Authority shall insure that as new applicants are "pulled" from the waiting list for developments occupied predominately by families with children each month, at least 40% of such new applicants shall list family incomes of less than 30% of the area median income, in compliance with the federal Quality Housing and Work Responsibility Act of 1998.

If selecting applicants in time/date/preference order should result in this percentage of very poor families being 40% or greater, then no special action shall be taken. If selecting applicants in time/date/preference order should result in less than 40% of that month's "call-in" batch being from the "very poor" income family category, then selected applicants shall be skipped over (they shall remain on the top of the waiting list) until a family from the "very poor" family income category shall be reached. This process shall continue until at least 40% of that month's "pull" shall be composed of very poor families.

If more than twenty names have to be skipped over to reach “very poor” family applicants, we will undertake special marketing efforts to attract very poor income applicants to the waiting list. The waiting list for Low Income Public Housing will remain continuously open until further notice.

B. OUTREACH TO HIGHER INCOME FAMILIES

1. Outreach to Higher Income Families

The Housing Authority encourages program participation by higher income families. In an effort to create mixed-income communities and lessen the concentration of very-low income families within the Housing Authority's public housing family developments, the Housing Authority will conduct outreach targeted to higher income working families and will create incentives for lower income families to move into higher income developments.

The Housing Authority will maintain a profile of resident income of each public housing family development. Designated Housing Authority staff will initiate outreach to higher income families. Outreach will include printed material, radio advertising, and television advertising of the Housing Authority's family public housing program. Outreach may also include formal and informal discussions and meetings. Furthermore, the Housing Authority will grant incentive rents (or other incentives) to higher income families for the purpose of creating mixed income communities and lessening the concentration of very low-low income families in one area. All applicants will be briefed about the Housing Authority's site based waiting lists and the applicant's option to choose a development for occupancy. (903.7 (c)(2))

2. Approach

The Housing Authority may provide incentives for higher income families to move into lower income family developments and incentives for lower income families to move into higher income family developments. The applicant family shall have sole discretion in determining whether to accept the incentive and the Housing Authority shall not take any adverse action toward any eligible family for choosing not to accept an incentive and occupancy of a target development.

The following approaches shall be utilized where policy is established to ensure that higher income families move into lower income family developments and lower income families move into higher income family developments:

a. Waiting list skipping based on tenant income;

b. Site-based waiting list

c. Working family preference;

d. Affirmative marketing efforts;

e. Incentives for transfers;

f. Income exclusions.

C. APPLICATION TAKING

All admissions to public housing shall be made on the basis of a pre-application completed by the applicant family. The Housing Authority will collect pre-applications when the application process is open. The pre-application for admission shall constitute the basic legal record of each family applying for admission and shall support the Housing Authority's determinations of eligibility status, priority status, rent, and size of unit for which the applicant is qualified. The necessary information required for regulatory compliance will be collected and input in computerized records. All supplemental materials pertaining to eligibility shall be considered a part of the application record and carefully recorded. This includes verifications of income and family composition and such other data as may be required. AHA will use family data from applications for the preparation of its Agency Plan, Five-Year Plan and Annual updates as required by the U.S. Department of Housing and Urban Development (HUD). The following conditions shall govern the taking and processing of pre-applications:

1. Applicants for the public housing program will be required to submit a written pre-application form provided by the AHA. All pre-applications must be obtained in person or will be mailed upon request at the AHA central office. AHA staff will be available to all applicants for assistance with completing the AHA pre-application form and to answer related questions. AHA will provide reasonable accommodation for applicants with disabilities. This will include but not be limited to:
   - Providing update materials in formats requested by applicants;
   - Providing sign language interpreters for applicants with hearing impairments;
   - Permitting applicants to be represented by a family member, advocate, case worker or other person designated by the applicant;
   - Contacting the applicant in the manner designated by the applicant;
   - Conducting interviews or completing paperwork at a site other than the AHA Occupancy Office for applicants who cannot come to the office for some reason connected with a disability;
   - Granting extended time for response to persons who cannot respond within timeframes established because of a disability; and
   - Reinstating applicants with disabilities who do not response in the timeframes established because of a verified reason connected to a disability.

2. Pre-applications will be maintained on the AHA's computer system. Applicants shall complete and sign the pre-application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The AHA may require the signature of the any other adult member of the applicant household who is listed on the initial application (pre-application).

~~3.~~ Applicants will be notified in writing by mail that their name has approached the top of the waiting list, notified of a date and time for an applicant interview with AHA staff, and will be notified that they are required to submit verification documentation as part of the application process at the time of the applicant interview. A list of required verifications will be provided to the applicant in the same mailing.

4. Should an applicant fail to call or otherwise contact the Authority to schedule an interview within time frame established by the AHA, the applicant's name will be removed from the waiting list.

5. Should the AHA's letter to the applicant be returned by the post office, the applicant's name will be removed from the waiting list.

6. The Housing Authority reserves the right to suspend pre-application taking when the current supply of completed pre-applications exceeds the number of families that could be reasonably expected to be housed within the next twelve months.

7. The Housing Authority will normally take pre-applications from a central location which will allow for processing by staff persons knowledgeable of the rules and regulations governing resident selection and assignment, but reserves the right to establish satellite locations for pre-application taking, so long as all

processing is done in a central location). All pre-applications are recorded using a computerized data base as well as retaining the paper file.

8. The Housing Authority reserves the right to establish times for taking pre-applications, including by appointment. The Housing Authority staff may at its discretion provide for application interviews outside normal hours when necessary for hardship reasons including but not limited to availability of applicant only after his/her regular work hours.

9. Insofar as possible, application-screening interviews shall be conducted in a private and confidential manner.

10. Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented and the transaction initialed by the staff member making the change. All reported changes will be input into the computer system immediately.

11. All active applications will be purged no less than once each 12 months. Notification shall be sent to each applicant informing him/her that unless he/she confirms his/her continued interest, his/her application will be retired from the active file. Returned notification will be attached to the respective application as evidence of unsuccessful effort to locate the applicant. All applicants will be instructed to notify the AHA whenever there is a change in family composition, income, address, and any other factors relative to their eligibility status. Applicants should notify the AHA if he/she no longer desires consideration for public housing.

12. Applicants on waiting lists for any other type of assisted housing will have no special status with respect to the Public Housing Program. Applicants must submit separate applications for other programs (Housing Choice Voucher Project-based, Housing Choice Voucher Tenant Based and North Albany "HOPE VI" site when the waiting list(s) are open). Applicants will not lose their place on any other AHA waiting list should they make an application for public housing. This right will be explained to each applicant who might have previously filed an application for a dwelling unit through any other AHA program. However, if an applicant claims an AHA address, but the applicant is not listed on the lease for such address, the application will not be accepted and the applicant will not be placed on the waiting list. likewise, the leaseholder of the identified public housing unit will have the lease termination process initiated.

13. The Housing Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements.

D. ELIGIBILITY CRITERIA

1. The Housing Authority shall use the guidelines and procedures prescribed by HUD at the time of applicant processing to make a final determination of household eligibility.

2. All families who are admitted to Public Housing must be individually determined eligible under the terms of this policy. In order to be determined eligible, an applicant family must meet ALL of the following requirements:

   a. The applicant family must qualify as a family as defined in Section B.

   b. The single person applicant must qualify as a single person as defined in Section B.

   c. The applicant's Annual Income as defined in Section B (HUD Secretary's definition) must not exceed income limits established by the Department of Housing and Urban Development for Public Housing in the County of AHA jurisdiction.

   d. The applicant family must conform to the Occupancy Standards contained in this policy regarding unit size and type.

   e. The applicant must have a satisfactory record in meeting past financial obligations, especially in payment of rent. In situations where an unsatisfactory record is obtained the AHA shall take into consideration extenuating circumstances such as illness, or other incidents beyond the control of the applicant.

      -Applicants shall not have a history (over the past two years) of habitual late rent payments, as defined by eight (8) or more late payments during one calendar year;

      -Applicants shall not have been sued more than two (2) times over the past two (2) years for habitual late rent payments;

      -Applicants shall not have been sued more than four (4) times during the entire tenancy for habitual late rent payments;

      -Applicants shall not have been evicted for non-payment of rent over the past two years.

   f. Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Secretary of the Department of Housing and Urban Development (HUD) from making financial assistance available to persons who are other than United States Citizens, nationals, or certain categories of eligible non-citizens either applying to or residing in specified Section 214 covered programs. Section 214 programs include Public Housing, Section 8 Rental Certificate Program and Section 8 Rental Voucher Program.

   g. Any tenant evicted from federally assisted housing by reason of drug-related criminal activity shall not be eligible for federally assisted housing during the 3-year period beginning the date of such eviction, unless the evicted tenant successfully completes a rehabilitation program approved by the Housing Authority, and/or if the circumstances leading to eviction no longer exists.

   h. The Housing Authority shall prohibit admission for any household member who the Housing Authority determines is illegally using a controlled substance, or determines that a household member's 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 residents.

In determining whether to deny admission to the Housing Authority any household based on a pattern of abuse of alcohol by a household member, the Housing Authority may consider whether such a household member:

(i) Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);

(ii) Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of controlled substance or abuse of alcohol (as applicable); or

(iii) Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).

i. The Housing Authority shall prohibit admission for any applicant or member of the applicant's household who the Housing Authority determines is or was, during a reasonable time preceding the date when the applicant household would otherwise be selected for admission, engaged in any drug-related, violent or criminal activity or other unlawful activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents or Housing Authority staff.

j. Should the applicant family have a past record of criminal activity, AHA may consider circumstances that demonstrate the family's willingness to improve themselves through a social service program and/or training for employment program.

k. The applicant family must have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history, which may be reasonably expected to adversely affect:

(i) The health, safety, or welfare of other residents;

(ii) The peaceful enjoyment of the neighborhood by other residents; or

(iii) Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).

l. The Housing Authority shall <u>permanently deny admission to and occupancy of any AHA apartment</u> for any applicant or member of the applicant's household who the Housing Authority determines is subject to a lifetime registration requirement under a state sex-offender registration program.

m. The Housing Authority shall <u>permanently deny admission to and from occupancy</u> in any public housing dwelling unit by, and from any assistance under Section 8 Housing Choice Voucher program for, any person who has been convicted of manufacturing or otherwise producing methamphetamines on or off the premises in violation of any Federal or State law.

n. The applicant family must have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history which may be reasonably expected to adversely affect:

(i) The health, safety, or welfare of other residents;

(ii) The peaceful enjoyment of the neighborhood by other residents; or

(iii) The physical environment and fiscal stability of the neighborhood.

o. The applicant family must not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of a fire hazard through acts such as damaging/disabling smoke or fire equipment; the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In a case where a qualified agency is working with the applicant family to improve its housekeeping and the agency reports that the applicant family shows potential for improvement, decision as to eligibility shall be reached after referral to and recommendation by the Executive Director or his designee. This category does not include applicant families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.

p. The applicant family must be able to demonstrate capacity to discharge all lease obligations. This determination shall be made on a case-by-case basis and shall not be used to exclude a particular group by age, handicap, etc. In determining the applicant family's capacity to discharge all lease obligations the HA must consider the family's ability to secure outside assistance in meeting those obligations.

q. The applicant family must have a satisfactory record in meeting financial and other lease obligations for any agency or public housing or Section 8 program. A former resident who owes a move out balance to any Housing Authority for any program will not be considered for admission or re-admission until the account is paid in full and reasonable assurance is obtained of the applicant's ability to meet his or her rent obligations.

r. The applicant must not have a history of non-compliance with rental agreements including failure to comply with the terms of the rental agreements on prior residences, such as providing shelter to unauthorized persons, keeping pets or other acts in violation of rules and regulations, and painting or decorating without permission of the owner.

s. Any applicant who has been evicted from a public housing program or terminated from a Section 8 Rental Program for noncompliance, violation of lease requirements, or terminated for fraud or misrepresentation or whose application is terminated for fraud or misrepresentation shall not be eligible to apply for or receive any type of housing assistance for a minimum of 3 years.

t. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, neighborhood assignment, etc. will result in the family being declared ineligible and may also face possible criminal charges. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility criteria at that time.

u. Other factors affecting a final determination of eligibility include:

(i) Household has no outstanding indebtedness to HA or any other federal housing program;

(ii) Family will occupy unit as their sole place of residence.

3. Substance abuse as described in this policy and drug-related criminal activity as described in this policy shall include, but not be limited to, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

4. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented in accordance with Part C; Verification, and placed in the applicant's file. Such documentation may include reports of interviews, letters or written summaries of telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received.

5. In the event of the receipt of unfavorable information with respect to an applicant, consideration (where applicable and where allowed by law) shall be given to the time, nature, and extent of the applicant's conduct or to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:

   a. Evidence of rehabilitation.

   b. Evidence of the applicant family's participation or willingness to participate in social services or other appropriate counseling service programs and the availability of such programs.

   c. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

   d. In the case of applicants whose capacity for independent living and discharge of lease obligations is in question, the resources actually available in support of the family, such as visiting nurses, homemakers or Live-In caretakers.

6. An otherwise ineligible handicapped applicant shall be eligible for admission if the problem resulting in the ineligibility can be addressed through reasonable accommodations.

7. Tenancy at properties for elderly and/or handicapped persons will be based upon the applicant’s ability to live independently or to live independently with limited supportive services.

8. The Housing Authority will not unnecessarily segregate individuals with handicaps to particular areas or developments. The Housing Authority will provide assistance to enable all individuals with handicaps to meet legal requirements; for example, the Housing Authority will provide interpreters, Braille or taped versions of leases, recertifications and other legal documents.

9. In the event an individual is refused housing based on one or more of the above screening criteria, he/she may request an informal hearing or appeal to the Executive Director in writing.

E. Screening

1. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records regarding such member of the household from the National Crime Information Center, police department, and other law enforcement agencies.

2. Under section 578 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records from state and local agencies to determine whether an applicant is subject to a lifetime registration requirement under a state sex offender registration program.

   Before an adverse action (permanent denial of housing assistance) is taken with respect to an applicant for occupancy on the basis that an individual is subject to a lifetime registration requirement under a state sex offender registration program, the Housing Authority shall provide the applicant with a copy of the registration information and an opportunity to dispute the accuracy and relevance of that information.

3. Under Section 428 of the QHWRA, the Housing Authority shall permanently deny occupancy and/or immediately and permanently terminate the tenancy in any public housing unit of, and the assistance under section 8 for, any person who is convicted of manufacturing or otherwise producing methamphetamines on the premises in violation of any Federal or State law.

4. Under Section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority, notwithstanding any other provision of law other than the Public Health Service Act (42 USC 201 et seq.) may require each person who applies for admission to the Housing Authority to sign one or more forms of written consent authorizing the Housing Authority to receive information from a drug abuse treatment facility that is solely related to whether the applicant is currently engaging in the illegal use of controlled substances. In a form of written consent, the Housing Authority shall request only whether the drug abuse treatment facility has reasonable cause to believe that the applicant is currently engaging in the illegal use of a controlled substance.

   The Housing Authority shall make an inquiry to a drug treatment facility if the Housing Authority receives information from the criminal record of the applicant that indicates evidence of prior arrest or conviction or the Housing Authority receives information from the records of prior tenancy of the applicant that demonstrates that the applicant engaged in the destruction of property, engaged in violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of another tenant.

5. The applicant's signed written consent shall expire automatically after the Housing Authority has made a final decision to either approve or deny the applicant's application for admittance to public housing.

6. The term "currently engaging in the illegal use of a controlled substance" means the illegal use of a controlled substance that occurred recently enough to justify a reasonable belief that an applicant's illegal use of a controlled substance is current or that continuing illegal use of a controlled substance by the applicant is a real and ongoing problem.

F. RECORDS MANAGEMENT AND CONFIDENTIALITY

1. Records Management

a. All records obtained for the purpose of applicant screening shall be maintained confidentially and in accordance with section 543 of the Public Health Service Act (12 USC 290dd-2) to ensure that the records are not misused or improperly disseminated and are properly destroyed.

b. All records obtained for the purpose of applicant screening shall be:

(i) Maintained in the applicant file in a locked file cabinet.

(ii) Destroyed no less than five (5) business days after the date on which the Housing Authority gives final approval for an application for admission.

(iii) Destroyed in a timely manner if the Housing Authority denies the application and the date on which the statute of limitations for the commencement of a civil action from the applicant based upon that denial of admission has expired.

2. Confidentiality

Any information received by the Housing Authority for the purpose of applicant screening shall not be disclosed to any person who is not an officer, employee, or authorized representative of the Housing Authority and who has a job-related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance. For judicial eviction proceedings, disclosures may be made to the extent necessary.

Any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of the Housing Authority, under false pretenses, or any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive it, shall be guilty of a misdemeanor and such, subject to the fines of the state.

Any applicant or resident of the Housing Authority affected by negligent or knowing disclosure of information referred to in this subsection about such person by an officer, employee or authorized representative of the Housing Authority, which disclosure is unauthorized by this subsection, or any other negligent or knowing action that is inconsistent with this subsection, may bring a civil action for damages and such other relief as may be appropriate against the Housing Authority. The district court of the United States in the district in which the affected applicant or resident resides, in which such unauthorized action occurred, or in which the officer, employee, or representative alleged to be responsible for any such unauthorized action resides, shall have jurisdiction in such matters.

G. VERIFICATION OF INCOME AND CIRCUMSTANCES

General

Housing Authorities are required by HUD to verify information related to income, assets, preferences, deductions, and screening of applicants and residents families (24 CFR § 5.617 and 960.259). There are several methods available for AHA to complete third party verification of family household income as mandated by Federal regulations (§960.259(c)).

To obtain verifications, AHA will obtain a release of information from the family member about whom information is being requested because sources will usually not provide information without the family member's written release. HUD Form 9886 is still required and AHA will utilize separate forms for release of information where necessary. These may include but are not limited to employer forms, financial forms, benefits forms, etc.

Where AHA has the capacity, it will use automated verification such as the type of data found in the TASS and the Work Number, and SWICA for example. The Internal Revenue Service (IRS) Letter 1722 will also be used. This is a tax account listing that shows the applicant or resident filing status, exemptions claimed, adjusted gross income, taxable income, taxed, paid, etc. Individuals may obtain their own listing by calling the IRS at 1-800-829-1040. This would be an acceptable form of third party verification.

The most common acceptable form of verification, which must always be pursued to the utmost extent, is third party written verification from a reliable source. Written verification must not be hand carried to or from the source by the family. The forms should be mailed or faxed to and from the source.

If, after a thorough attempt, neither written nor oral third party verification is successful, the AHA may rely on a review of information provided by the applicant, but must document in the applicant's file why third party verification was not obtained. The AHA may require the family to sign a certification or notarized statement describing the relevant facts. In these situations, AHA management may use its discretion to require a reexamination of information more often than annually, such as on a quarterly basis.

What must be verified

AHA is required to verify information relating to eligibility, assets, income, and deductions from income, admission preferences, and compliance with applicant selection criteria. Examples include:

Eligibility for Admission, such as:

- Income, assets and asset income (24 CFR § 5.609);
- Divested assets (24 CFR § 5.609);
- Family composition (24 CFR § 5.403);
- Social Security Numbers (24 CFR § 5.216);
- Citizenship or Eligible Immigration Status (24 CFR § 5.508); and
- Required criminal history review (24 CFR § 5.216).

Local or Ranking Preference (24 CFR § 960.206), if any, such as:

- Displacement by natural disaster, governmental action, domestic violence;
- Income targeting, income tiers, deconcentration, broad range of income goals;
- Preference for workers or those attending school;
- Veteran or serviceperson status – not specified in the regulations; and
- Living, working, or being hired to work in jurisdiction.

Deductions (24 CFR § 5.617), such as:

- Family members (other than head, co-heads, or spouse) under age 18;
- Age, or disability of family head or spouse;
- Disability of family members other than head or spouse;
- Full time student status of family members other than head or spouse;
- Child care costs;
- Disability assistance expenses (working families only); and
- Unreimbursed medical costs (Elderly and Disabled Families only).

Standards for Applicant Selection Criteria (24 CFR § 960.203), such as:

- Documented ability to abide by PHA lease requirements;
- Landlord references;
- Home visits;
- Credit checks;
- Previous history of tenancy, rent paying, caring for a home;
- Utility history; and
- Criminal history of all adult family members

Special Program Requirements, if applicable, such as:

- Transitional Housing;
- Congregate Housing; and
- Special Needs housing.

Types of Verification

No applicant family shall be admitted to public housing without thorough verification of income, family composition and all other factors pertaining to the applicant's eligibility, rent, unit size and type, priority rating, etc. The same types of verifications are required to process any interim or regular reexamination for public housing residents. Complete and accurate verification documentation shall be maintained for each applicant and resident.

Such documentation may include, but is not limited to, the following:

1. Copies of Social Security cards for each family member who will reside in the household. This verification must be provided for each person age 6 years and older in order to be added to a lease. Children on whose behalf welfare benefits are paid have social security numbers. In lieu of copies of Social Security cards AHA will accept letters from Social Security that establish and state the number for the individual. AHA may also accept other government agency documentation providing the number is stated for the individual. The documents used will be copied and placed in the applicant’s file.

2. Letters or other statements from employers and other pertinent sources, including court orders, giving authoritative information concerning all items and amounts of income and deductions, together with other eligibility and preference determinations. Third party verification will be the preferred process used in accordance with HUD regulations;

2. Third party verification forms supplied by AHA and returned properly completed by employers, public welfare agencies, etc. via first class mail or faxed directly to AHA will be accepted;

3. Originals, photocopies, or comparable copies of documents (i.e. birth certificates, baptismal certificates, award letters, current bank statements, etc.) in the applicant's possession which substantiate his statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff member who

viewed them. Such documents must be within 60 days current (to the actual admission date). No determinations will be made based upon information/documents more than two (2) months old;

4. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income);; Certified copies of Federal and State tax returns for the immediate prior year will be acceptable. The certification must be from the Federal or State-taxing agency or from a certified tax preparation company or individual. Notarized tax forms will not be acceptable.

5. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of information received;

6. Certified or original birth certificates (original meaning have a raised seal) or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household (i.e. age, citizenship, etc.);

7. Proof of disability, or of physical impairment, if necessary to determine the applicant's eligibility as a family or entitlement to consideration under the criteria established in these policies, provided in written form by the appropriate government agency;

8. Statements from landlords, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, the New York State Department overseeing Law Enforcement, county sheriff's department or police departments, where warranted in individual cases;

9. Receipts for utility services;

10. For households reporting "zero" income, HA will require statements and verification from parties who are identified as providing non-cash contributions such as groceries, clothing and accommodations;

11. When verification cannot be attained by either form of third party verification or review of documents, applicant/participant will be required to submit a notarized statement listing the details of his/her income. A notarized statement is considered a temporary form of income documentation for an individual. The applicant file will be clearly noted as to why third party verification was unavailable for each adult family member where a notarized statement is accepted.

    Where a notarized statement has been accepted for income determination purposes, the family will be apprised of requirement to undergo a re-exam every 3 months.

12. Head of Household Status will be verified. In the case of students or roommates who apply for low income housing assistance, head of household status will be determined by whether or not they are independent. Verification will be by written or oral third party. In those cases where a student or students want to claim head of household or co-head status, AHA will mail or fax directly to the registrar's office, admissions office, dean of undergraduate studies, financial aid office or comparable for documentation as to whether or not the student or students can be claimed as a dependent on a parent(s), guardian(s), or other(s)income tax return. Dependent or independent status is maintained by all educational or vocational institutions and will be the determining source for the purpose of head of household status information by AHA. The applicant(s) will not handle this verification.

    Applicants who are verified as being dependents will have their files closed and a letter explaining the reason for the ineligible status will be mailed to the applicant.

13. Verification of Citizenship or Eligible Noncitizen Status (24 CFR 5.500)

Section 214 of the Housing and Community Act of 1980, as amended, restricts HUD from making financial assistance available for noncitizens, unless they meet one of the categories of eligible immigration status specified in Section 214.

The citizenship/eligible immigrant status of each family member, regardless of age must be determined. For an adult, the adult must sign the declaration. For a child, the declaration must be signed by an adult (who will be residing in the unit) who is responsible for the child. All new adult and child additions to the household also must have their status determined prior to admission to the household. Evidence of eligible immigration status is required only once for each household member during continuously assisted occupancy.

Prior to being admitted, all citizens and nationals must be require to sign a declaration of Section 214 status under penalty of perjury. They should be required to show proof of their status by such means as birth certificates, passports, and baptismal certificates, military ID or military DD 214 Form.

Prior to being admitted, all eligible noncitizens that are 62 years of age must sign a declaration of Section 214 status under penalty of perjury. They should also show proof of age.

Prior to being admitted, all eligible noncitizens younger than age 62 must sign a declaration of their status and a verification consent form and provide their original Immigration and Naturalization Service (INS) documentation. AHA will make a copy of the individual's INS documentation and place the copy in the file. AHA will also verify the individual's status using the INS SAVE system. If the INS SAVE system cannot conform eligibility, AHA will mail information to the INS so a manual verification can be made of INS records.

<u>Evidence of Citizenship or Eligible Immigration Status</u>

1. For citizens and nationals, the evidence consists of a signed declaration of U.S. citizenship. AHA verified citizenship status through a birth certificate, U.S. passport, military identification card or DD-214 form. A photo identification card (such as a driver's license, state ID, student ID, etc.) will be used to verify that the individual listed on the birth certificate is, indeed, the applicant. Copies of all documents must be retained in the tenant file.

2. For noncitizens, the evidence consists of the signed declaration of eligible immigration status and one of the following:

- Alien Registration Receipt Card
- Arrival-Departure Record, with one of the following annotations:
  - Admitted as Refugee Pursuant to Section 207;
  - Section 208;
  - Asylum;
  - Section 243(h);
  - Deportation stayed by Attorney General; or
  - Paroled Pursuant to Section 212(d)(5) of the INA.
- Unannotated Arrival-Departure Record, with one of the following:
  - Final court action granting asylum, if no appeal is taken;
  - Letter from INS asylum officer or district director granting asylum;
  - Court decision granting withholding of deportation; or
  - Letter from asylum officer granting withholding of deportation.
- Temporary Resident card, annotated: "Section 245A" or "Section 210"
- Employment Authorization Care, annotated "Provision of Law 274a.12(11)" or "Provision of Law 274a.12"

- Receipt issued by the INS indicating that the application for issuance of a replacement document in one of the above-listed categories has been made and the applicant's entitlement to the document has been verified.

Family members who do not claim to be citizens, nationals, or eligible immigrants, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the head of household must sign the list.

If no family member is determined to be either a citizen or an eligible immigrant, the family is not eligible to be admitted to public housing and must be rejected.

The family's assistance may not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this Section, unless the family causes the delay.

If AHA determines tat a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their unit, the family's lease will be terminated. A family who is evicted for this reason will not be eligible to be readmitted to public housing for period of 12 months from the date of eviction.

INS SAVE System

AHA through the INS automated system, Systematic Alien Verification for Entitlements (SAVE), conducts primary verification of the immigration status of the person. THE SAVE system provides the following information: Alien Registration Number, Verification Number, First Name, Last Name, and Immigration Status messages.

13. The Housing Authority shall require the family head and other such family members (all adult family members age 18 and older) as it designates to execute a one or more release and consent forms authorizing any depository or private source of income, or any Federal, state, or local agency to furnish or release to the AHA and to HUD such information as AHA or HUD determines to be necessary. This includes the HUD required form 9886. Because eligibility for Federal Housing Assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, the Housing Authority is not limited to verification of data supplied by applicants or residents. Failure of an applicant to cooperate with the Housing Authority in obtaining verifications will result in the application being declared incomplete and inactive. A tenant who fails to cooperate or to release information may be evicted. In addition, interim rent reductions will not be made for residents until after receipt of all required verifications.

    In consideration of the privacy rights of residents and applicants, the Housing Authority shall restrict its requests to those matters of income, assets, family composition and other family circumstance which are related to eligibility, rent, unit size and type, admission priority rating, lease compliance, or other lawful determinations made by the Housing Authority. If the verified data as listed in this policy are not more than two months old at the time an applicant is selected for admission, and the applicant certifies by written statement that no change has occurred in his status, the data will be considered as reflecting the applicant family's status at the time of admission. If data are more than two months old, all factors are to be reverified and findings recorded. As part of the application record of each applicant determined to be eligible for admission, the admitting officer or his supervisor shall certify that an investigation has been made of such family and that on the basis of this investigation, it has been determined that the applicant and his family meet all the conditions governing eligibility.

14. Special verification requirements for earned income exclusions

    All residents who desire to claim an earned income exclusion must report the new earned income or increased income within ten (10) days after they begin. Failure to accurately and promptly report changes in employment or increased income (or other changes in income or family circumstances

affecting eligibility for the same) will result in denial or loss of the earned income exclusions. If such failure results in the resident paying lower rent than he/she would have otherwise been required to pay, the resident is subject to the same penalties for any other failure to report income, including retroactive rent. Residents receiving earned income exclusion must report all changes in income within ten (10) days after they occur.

In addition to such other verification as the Housing Authority shall require that any resident or applicant claiming an earned income exclusion must supply documentation in a form prescribed by the Housing Authority from employers and social services agencies, as applicable.

No resident or applicant is automatically entitled to earned income exclusion. Determination of the eligibility for the earned income exclusion is the sole responsibility of the Housing Authority. Not withstanding the above, it is the responsibility of the resident/applicant to supply the complete and accurate information, which the Housing Authority requires to make an eligibility determination.

In the event that the Housing Authority determines that the information supplied by the resident and/or training agency is not adequate to determine eligibility, the Housing Authority may require additional information beyond that originally submitted. No exclusions will be granted until all required information is obtained and verified.

An adverse decision on the eligibility of an existing resident for an earned income exclusion may be appealed through the resident grievance procedure (subject to limitations of that procedure, especially as they pertain to the inapplicability of the procedure to policy issues), but the Housing Authority shall not be liable for any retroactive payments due to reversal of an initial determination.

As with other interim rent changes, any reduction in rents, which result from the application of this policy, shall be effective on the first day of the month following that month in which the eligibility for the deduction is determined. The Housing Authority shall not be liable for retroactive reductions if the resident fails to report the change within the required time period.

Rent increases resulting from expiration of the phase-in disallowance period provided under the earned income exclusion, are effective on the first day of the following month. All other rent increases resulting from the application of this policy, are implemented in the same manner as other increases resulting from changes in income or benefits. If the resident complies in an accurate and timely manner with all reporting requirements, (including requirements to report any changes in training or employment status which affect eligibility for exclusions) any increase in rent will be effective on the first day of the second month after the income changes are reported. Failure to meet reporting requirements will result in rent increase retroactive to the date the change actually took place.

15. Summary of Verified Data: A summary of verified information shall be prepared upon receipt of all required verification documentation and shall include the following determinations:

    a. Eligibility: the applicant meets the definition of Family as defined in this policy and income is within the appropriate income limits for admission.

    b. Preferences

    c. Date and time of completed application

    d. Size of unit needed by family

    e. Income Exclusions and Rent to be paid

16. Dealing with Families that Report Little or No Income

AHA may encounter a number of families claiming to have very little or no income over a substantial period of time. This is only credible if the applicant has a very simple lifestyle. AHA will determine the source(s) of income when the family's regular expenditures conflict with their claim of minimal or zero income.

When an applicant or resident reports minimal or zero income, AHA will make an appointment to have a representative visit the resident in their unit to determine the likelihood of the information reported. If the person has a car, a telephone, cable television, satellite dish, Internet service, smokes, or has other evidence of some form of income, the resident will be asked about the source of income supporting cash expenditures. The resident or applicant will be required to complete a "zero-income" form.

In some cases, the cash expenditures can be readily explained by the presence of excluded income, such as state payments for foster children cared for by the applicant or resident.

Regular contributions (including non-cash contributions) to the household must be considered income if they are not for medical expenses. For example, if someone who is not a household member pays the telephone bill or car payment every month, or buys gas, tires, and insurance for the car, these contributions would be considered income for the purposes of the public housing program. The Zero Income form will be used to assist AHA in determining the actual income of a family reporting minimal or zero income.

A family budget or statement of financial responsibility may be required from the applicant or resident. Investigations will include ordering a credit report that may be used to validate or discredit the family's claim of minimal or no income.

17. Limitations on Verifications Related to Disabilities and Medical Information

In general, AHA is not permitted to inquire about and will not verify detailed information related to the nature or extent of anyone's disability or medical history. AHA is permitted to require verification of the presence of a disability before extending any program benefits that are available specifically for persons with disabilities.

AHA may require verification of a disability before providing a unit with accessible features or providing a reasonable accommodation. This verification will only seek that which is necessary to determine if a person meets the definition of disability, or if a requested accommodation is needed because of a disability. It will not include any request that involves examination of the individual's medical records or require that an individual submit to a physical examination or other medical testing.

AHA will inquire of all applicants whether a unit with special features or some other accommodation in processing is needed because of a disability.

If an applicant or resident requests a Disability Assistance Expense Deduction for rent computation, AHA will verify for the presence of a disability, whether the expense claimed is needed to permit a family member (including the family member with the disability) to work, and the annual amount of the deduction claimed.

AHA will permit applicants with disabilities who have spent some or all of the past three to five years in medical facilities receiving treatment to provide only third-party verification of the dates (beginning to end) when they were receiving treatment and not living in housing. The term "medical facilities" means hospitals, clinics or other institutions whose primary purpose id medical or clinical care. The term does not include halfway houses, group homes, transitional living facilities, or assisted living facilities, which are primarily housing facilities that might include a service component.

Persons treated in medical facilities may not be required to document the nature of the condition for which they were being treated, nor may they be required to divulge any other medical information, including the name of

the medical treatment facility. Since medical treatment facilities are not equivalent to housing, there being no rent charged, no responsibility for unit maintenance, no opportunity to engage in criminal conduct, and no lease in effect, AHA loses nothing by not being able to verify future lease compliance through medical facilities.

AHA will require an applicant to provide other verification of ability to comply with the essential provisions of the lease if the applicant verifies only the sates during which the applicant was in a medical facility and the period covered by the medical treatment is recent or of significant duration.

Nothing prohibits AHA from seeking verification of medical information presented by an applicant with disabilities who would otherwise be unable to comply with the tenant selection criteria. Such medical information is usually offered either to explain mitigating circumstances or in seeking reasonable accommodation.

For example, if an applicant has a poor rental history but stated that the previous history was caused by a disability that is now being successfully treated, AHA will verify the following:

- The applicant did, in fact, have a disability;
- Former problems were caused by the disability; and
- Present treatment can reasonably be expected to prevent the recurrence of the problems.

AHA is not permitted to ask for the applicant's diagnosis, description of treatment or medication or other information about the nature or extent of the disability.

If the applicant's former housing problems were due to the applicant's resisting or refusing treatment, AHA will be justified in verifying whether the applicant would be reasonably likely to continue with the current treatment. The information requested will only relate to the verification of the applicant's assertion about the reasons for the past problems, the likelihood of continuing treatment, and that the treatment will remedy the problem.

a) <u>People in Recovery</u>

AHA may not admit a current user of illegal drugs, both because the law forbids such admissions and because of the potential for attracting drug-related crime. The Fair Housing Act explicitly states that current users of illegal drugs are not a protected class and permits providers to reject applicants.

AHA will not engage in screening that excludes former users of illegal drugs (people in recovery). Former users in recovery whose housing histories reveal no problems that would point to future lease compliance problems will usually be admitted to public housing.

AHA adopts the following policy:

- AHA may submit a request to a drug abuse treatment facility only for those applicant family members:
  - whose criminal record indicates a prior arrest or conviction for any criminal activity that may be a basis is for denial of admission; or
  - whose prior tenancy records indicate that the proposed household member engaged in the destruction of property, engaged in violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of other residents.

AHA may require an applicant to document that he or she is in recovery if objective evidence (such as statements of the applicant or landlord, home visit reports, police reports, or claims by the applicant seeking consideration of mitigating circumstances) raises a question about whether the applicant is a current user of illegal drugs.

Acceptable forms of verification include:

- Verification from a reliable drug treatment counselor or program administrator stating that the applicant is n treatment, complying with the requirements of treatment and not currently using a controlled substance;

- Verification from a self-help program (i.e. Narcotics Anonymous) stating that the applicant is participating in their program, how long the applicant has been participating, and is not currently a controlled substance (note: many chapters of NA refuse to provide verification); or
- Verification from a probation or parole officer that the applicant has met or is meeting the terms of probation or parole and with respect to illegal use of a controlled substance, since often probation or parole terms include substance abuse testing.

b) Alcohol Abuse and Screening

Alcohol Abuse questions and screening are different from those of the illegal drug abuser since alcohol is a legal substance. Simple use or even quiet abuse of alcohol is not grounds for rejecting an applicant unless the use or pattern of abuse of alcohol results in behavior that would interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. An applicant who is an alcoholic must meet the same criteria as any other applicant. If an applicant's housing history demonstrates behavior that would be a lease violation, AHA would have the grounds to reject the application, whether or not the behavior were related to the applicant's alcoholism.

If screening reveals past tenant problems and the applicant asserts that the problems had by caused by alcohol abuse that was no longer occurring, the applicant's assertions would be verified as follows:

- First, verify that the negative behavior was, in fact, caused by alcohol abuse;
- Next, document (using methods similar to those described above for former users of illegal drugs) that the applicant was no longer abusing alcohol; and
- Examining the applicant's housing history since entering recovery to ensure that no other screening problems still exist.

Albany Housing Authority is committed to examining the behavior of each applicant, not his or her alcoholism

c) Applicant Behavior

An applicant's behavior toward any AHA staff person will be considered in relation to future behavior toward neighbors. Physical or verbal abuse or threats by an applicant toward AHA staff will be noted in the file and may be the basis on which an applicant is denied housing.

If an applicant is denied housing for abusive or threatening behavior to any AHA staff and the denial is upheld after an informal hearing or if the applicant fails to request an informal hearing in the appropriate amount of time, the applicant will not be allowed to reapply for housing for a period of twelve months from the date of initial notification of denial.

18. File Documentation

Each applicant and tenant file must contain verification of the information listed below:

- Names, relation to head, birth date, social security number and citizenship or eligible immigrant status of all family members;
- Names status in household, birth date, social security number and citizenship or eligible immigrant status of Live-in Aides and foster children;
- Disabilities;
- Amounts and sources of income for all family members;
- Net Family Assets;
- Deductions from income (for rent computation);
- Admission preference (if any);

- Screening information (tenant history, credit history, home visit record, verification of criminal history; and
- HUD form-50058

Any criminal records received from law enforcement agencies will be (1) maintained confidentially; (2) not misused or improperly disseminated; and (3) destroyed once the purpose for which the record was requested has been accomplished.

Criminal records must be kept separately from the applicant or tenant files. The file should indicate that a criminal background check was conducted, that the applicant passed or did not pass the check, and the source and date of the information. Criminal background record checks should be retained separately from the applicant file for those applicants denied housing until the expiration of the period for requesting an informal hearing to challenge AHA's decision. The records will be destroyed at the expiration of the period or at the conclusion of the informal hearing or litigation.

Any information received from a drug abuse treatment facility about a person will be (1) maintained confidentially; (2) not misused or improperly disseminated; and (3) destroyed not later than 5 business days after AHA makes the final decision to admit the person to public housing; or (4) destroyed following expiration of the period for filing a challenge to an AHA decision to deny housing or at the conclusion of litigation. These records must never be retained in the applicant or tenant file, but must be retained separately and securely.

H. Determination and Notification of Eligibility

1. As soon as possible after receipt of a pre-application, the Housing Authority will determine the applicant family's eligibility for public housing in accordance with the provisions of this policy, and will determine whether a preference exists. In the event an applicant family is determined to be eligible, the family shall be placed on the waiting list, and informed of the time estimated before an offer of a dwelling unit will be made. If this period is estimated to be longer than one year, HUD requires that the applicant family shall be informed of this fact.

2. Families that have submitted a pre-application will be notified that its eligibility determination is tentative in nature, being largely based on declarations made by the applicant family, and is subject to further reviews and verification prior to admission.

3. In the event an applicant family is determined to be ineligible, the family shall also be informed in writing of the basis for this determination. An applicant family does not have the right to use the Tenant Grievance Procedure, but will be given, upon request, the opportunity for an informal hearing to present such facts as it wishes. The applicant family will be advised that should an informal review be desired, a written request to this effect must be received by AHA within 10 working days of the post marked date of the notification of ineligibility. Reasonable accommodation will be made for those who are unable to request the informal review in writing due to a disability.

4. Thorough investigation of each pre-application will be conducted during the Tenant Screening. Eligibility will be verified by the AHA staff within the provisions of this policy. The Tenant Screening will include:

   - full application
   - verification of all required items
   - preference verification
   - applicant interview
   - home visit and housekeeping inspection
   - criminal record screen
   - screening for registration under the state sex offender program and registration under State Parole Department
   - drug abuse treatment facility check (as required)
   - credit check
   - any other applicable information relative to the applicant's ability to honor the terms of the lease

5. Applicants denied a preference shall be notified in writing about the denial. The notice shall contain a brief statement of the reason(s) for the determination and state that the applicant has a right to meet with a representative of the Housing Authority to review the determination.

6. In all cases, the Housing Authority reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.

7. <u>Informal Review</u>

   a. If a request for a review is received within the specified ten- (10) day period, AHA will notify the applicant, in writing, of the scheduled time and date of review.

   b. AHA will appoint a Review Officer to conduct the informal review who shall be a Housing Authority Officer or employee who did not participate in the original determination of denial, nor will the officer be a subordinate of the party who made the denial decision nor anyone who approved such decision.

c. The applicant will be apprised that legal counsel or other representative at his/her own expense may represent them.

d. AHA will present factual or other basis for its decision. The applicant may also present his/her position. Subject to the direction of the Review Officer, the applicant and the Housing Authority may offer and examine evidence and question any witnesses.

e. The Review Officer will issue a written decision, stating the facts and/or other basis for the decision. The decision or any other issue of fact will be based solely upon evidence presented at the hearing. A copy of the decision will be furnished to the applicant.

f. AHA will not be bound by a decision of the Review Officer where it is determined that the Officer exceeded his/her authority or has made a determination which is inconsistent with HUD regulations, federal statute, or state or local law that imposes obligations on applicants or residents.

g. The record of such review/determination will be maintained by the Housing Authority's Application Office.

8. Conditions for Denial

a. Applicant or participant currently owes rent or other amounts to AHA or to another agency in connection with Section 8 or Public Housing Program.

b. Applicant has committed any fraud in connection with any federal housing assistance program.

c. Applicant has violated any Family obligation under any Section 8 Existing Program as stated on the Certificate of Family Participation or Housing Voucher.

c. Applicant has breached an "Agreement to Repay" any monies due the Housing Authority.

e. Applicant has an unacceptable Police Record wherein the applicant or any member of the household who has attained the age of 18 has within the past five years been convicted of a crime or has a history of criminal activity that would jeopardize the health, safety, and welfare of the community. Examples of unacceptable behavior include, but are not limited to violent behavior, confirmed drug or alcohol addiction or abuse, grossly unsanitary or hazardous housekeeping, history of disturbance of neighbors, destruction of property, or other disruptive or dangerous behavior of any family member regardless of age

f. INS Denial

Assistance to applicant shall be denied in accordance with the procedures for any of the following events:

(i) Evidence of citizenship (i.e. the Declaration) and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or,

(ii) Evidence of citizenship and eligible immigration status is submitted timely, but INS primary and secondary verification does not verify eligible immigration status of all family members; and,

(a) The family does not pursue INS appeal or Housing Authority informal hearing rights; or,

(b) INS appeal and Housing Authority informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.

I. OCCUPANCY STANDARDS

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with the occupancy standards set forth below. If there should be a dwelling unit that cannot be filled with a family of appropriate size, after all possible efforts have been made to stimulate applications, a family eligible for the next smaller size unit may be offered this unit. This shall be with the understanding that the family is subject to later transfer to a unit of the proper size. If the applicant family requires more than five bedrooms, the Housing Authority will be unable to provide housing to the applicant.

1. The following system will be used to determine proper bedroom size for each applicant and resident:

    a. The head of each household and his/her spouse are assigned to one bedroom unless for reason of requested & documented reasonable accommodation.

    b. Persons of different generations, persons of the opposite sex (other than spouses) and unrelated adults will not be required to share a bedroom.

    c. Children will not be required to share a bedroom with a person of different generations, including their parents.

    d. All remaining family members are assigned to bedrooms on the basis of two of the same sex to a bedroom, unless children are under the age of six, or two children of the same sex have an age difference of eight to ten years.

    e. If necessary for continued occupancy, an infant up to the age of two (2) years may share a bedroom with a parent.

    f. Foster children are normally included in determining unit size.

    g. A live-in care attendant who is not a member of the family will not be required to share a bedroom with another member of the household.

    h. Space may be provided for a child who is a full-time student who is away at school but who lives with the family during school recesses.

2. Notwithstanding the above, the Housing Authority may lease one-bedroom apartments to a single parent with a young child (under age 3) provided that neither of the following two events will or are expected to occur within the next nine (9) months:

    a. That the child sharing the parent's bedroom will turn three (3) years old; and/or

    b. That the mother is expecting another child.

    This provision is not applicable to high-rise buildings.

3. Upon admission, bedrooms shall be occupied by not more than two persons. For continued occupancy, exceptions to this requirement may be waived based on existing conditions affecting family members. These conditions may include one or more of the following:

    a. relationship of family members to one another;

b. ages of household members;

c. gender of persons to occupy the unit;

d. handicap; or

e. other individual circumstances.

4. Units shall be assigned so as not to require the use of the living room for sleeping purposes.

5. The following standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability. The AHA will also assign units based on the type of unit needed by the individual applicant or applicant family. This refers primarily to the family's ability to use stairs or their status as an elderly family. When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. These families will be transferred in accordance with the Transfer Policy. In the situation where a tenant requires a different size dwelling unit and the tenant has either an outstanding balance, a history of poor housekeeping standards or destruction of property, or has not been a desirable tenant the tenant will be deemed ineligible for transfer and will be referred for termination.

Number of Bedrooms	Number of Persons	
	Min	Max
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

J. APPLICANT SELECTION AND ASSIGNMENT PLAN

1. Applicant Selecting

Applications will be filed and selected by unit type and size; preference category and by date and time of application. If an applicant claims a preference, they are considered to be a priority applicant. Applicants who claim no preference are considered to be non-priority applicants.

2. Preferences

Preference #1: Working families, elderly, disabled families

a. Working Families: Families that have at least one adult member that can prove that they have been employed for nine (9) months of the last twelve- (12) months. (Earned income may be excluded from income, in accordance with section B of this policy, Annual Income.)

b. Elderly, Disabled Families: Families that have at least one adult member who is 62 years of age or older or whose head, spouse or other family member is receiving social security disability, supplemental security income benefits, or any other payments based on an individual's inability to work .

Preference #2: Educational or training program participant or graduate

Families that have at least one adult member who is a graduate or active participant in educational or training programs that are designed to prepare individuals for the job market. Verification shall be required from the educational or training program. Income from stipends from educational or training programs shall be excluded from income, in accordance with section B of this policy, annual income.

NOTE: AHA is permitted to adopt a local residency preference if all non-discrimination and equal opportunity requirements under 24 CFR §100.50 are followed; however, making residency a requirement for admission is prohibited.

AHA has established a local residency preference for those applicants who live, work, or will be working in the jurisdiction of the City of Albany. No minimum term for residency is allowed.

* AHA participates in the Federal Safe Home Program, which provides housing or housing assistance to persons in need of transitional housing due to domestic violence, crime prevention, witness protection. At the discretion of the Executive Director or his designated representative for these special cases, persons/families will be housed as conditions warrant and with the written authorization of the Executive Director. Files will be properly documented in these special cases.

3. Denial of Preference

A preference shall not be given to an applicant if any member of the family is a person who has been evicted from housing assisted under a 1937 Housing Act program due to drug related criminal activity.

However, a preference may be given if:

a. The applicant or family member evicted has successfully completed a drug rehabilitation program; or,

b. The applicant or family member clearly did not participate; or,

c. The Housing Authority determines that the applicant or family member no longer participates in any drug related criminal activity.

4. Authority-Wide Waiting List

Albany Housing Authority utilizes both an Authority-wide and site-based waiting list. The Authority-wide waiting list is computerized. The computerization of the waiting list allows AHA to select applicants by-application date/time or on an income-basis in the event that income mixing or deconcentration is necessary in order to meet the goals of AHA.

AHA will canvass a set of applicants for the next units that will become available in the very near future (30 - 60 days for example). Plan B offers will be made accordingly.

The Housing Authority-wide waiting list will be ordered as follows:

a. By unit type (regular, elderly, special handicapped) and in unit size by bedrooms.

b. By preference only.

c. Within any priorities above, by date and time of application.

5. Site-Based Waiting List

A. The Housing Authority may, *in the future and upon HUD approval*, offer computerized site-based waiting lists in an effort to encourage deconcentration of poverty and income mixing. Computerized site-based waiting lists for certain developments may be offered, as needed, to meet the goals of the Housing Authority. Developments with site-based waiting lists will not be included in the Housing Authority's Authority-wide waiting list; however families may be on both waiting lists.

The Housing Authority shall determine and compare the relative tenant incomes of each public housing development to determine if there is a concentration of poverty or lack of income mix, as compared to the surrounding community. If it is determined that there is a concentration of poverty or lack of income mix in a certain development, a site-based waiting list, with specific preferences for the site, will be offered. For example, for developments with concentrations of poverty (70% of residents have incomes less than 30% of AMI), a preference will be given to families with two (2) working adults; and for developments with higher income families (greater than 30% of families meet or exceed low-income limits), in order to create an income mix, a preference will be given to families with a rent burden (paying more than 50% of income toward rent and utilities). The Housing Authority will continuously monitor the tenant incomes of each family development, and if needed, the incomes of the census tracts to determine if the site-based waiting list and preferences have achieved deconcentration of poverty and income mixing.

Procedures regarding the administration of a site-based waiting list will comply with all provisions of title VI of the Civil Rights Act of 1964, the Fair Housing Act, and other applicable civil rights laws. The Housing Authority shall make full disclosure to each applicant of the option for selection of the development in which to reside.

The site-based waiting lists will be ordered as follows:

a. By unit type (regular, elderly, special handicapped) and in unit size by bedrooms.

b. By preference only.

c. Within the priorities above, by date and time of application.

c. Families who claim no preference will be notified by the Housing Authority that their names will be retained on the waiting list as non-priority applicants. If at some future time, their status changes in regards to a preference, they will be entitled to claim the preference, and be added to the priority waiting list.

d. Families on a site-based waiting list will receive one offer only.

B. Albany Housing Authority has a separate site-based waiting list and occupancy policy for the HOPE VI development located North Albany sites (NY 9-23, NY 9-24, NY 9-25 and NY 9-26). (**See Part VII. HOPE VI for additional information)**

6. Waiting List Skipping

To meet the Housing Authority's income targeting goals, the Housing Authority is required to skip lower income families to bring a higher-income eligible applicant family to the top of the waiting list (either Authority-wide or site based waiting lists) if a dwelling unit in a development becomes vacant.

7. Updating of the Waiting List

The Housing Authority shall annually update the waiting list in order to maintain the most current information. Applicants will be requested to provide the Housing Authority with updated information through writing. Applicants who do not respond to the request to update shall be removed from the waiting list. If the applicant's failure to respond was due to the applicant's disability, the Housing Authority shall provide reasonable accommodations to give the applicant an opportunity to respond.

8. Applicant Selection and Assignment

The AHA will select applicants for participation without discrimination based on race, color, sex, creed, or national origin nor deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will the AHA discriminate because of religion, age, physical handicap, pregnancy, parenthood, nor marital or veteran status.

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulation and applicable Fair Housing and Equal Opportunity Requirements.

9. Special Use Dwelling Units

a. When a unit that meets specific need (e.g., a unit designed to accommodate a handicapped tenant requiring the use of a wheelchair) becomes available, that unit will be offered first to a current occupant of another unit managed by the Housing Authority having handicaps and requiring the accessibility features of the vacant unit. If no such occupant exists, the unit will be offered to the next eligible applicant on the waiting list requiring that special unit. If there are no applicants on the waiting list needing a specially designed unit, the unit will then be offered to those eligible qualified applicants in their normal sequence.

b. Elderly applicants will be given preference for units designed specifically for elderly occupancy. Near Elderly Single Persons will be given preference over Non-Elderly Single Persons for units designed specifically for elderly occupancy.

c. Dwelling units in designated midrise and highrise elevator structures shall not be provided for non-elderly families, or for families (elderly or non-elderly families) with minor dependent children under eighteen (18) years of age, except with the written permission of the Executive Director.

d. AHA reserves the right to fill vacancies at its new developments such as NY 9-21, NY 9-27 and NY 9-28 by a lottery system as an incentive to upgrade a family's current housing status. AHA will give preference to current residents over persons on the waiting list. However, this does not preclude the Authority from selecting a family based on the wait list skipping for income targeting allowed under current law. AHA reserves the right to continue this practice at planned future developments.

10. Change in Income Targeting Goals

Under the Housing Authority's *Public Housing* program, the public housing units made available for occupancy in any fiscal year, not less than 40% must be occupied by families whose incomes do not exceed 30% of the area median income (AMI). The balance of the units may be made available to families with incomes up to 80% of AMI.

Under the Housing Authority's *Section 8* program, not less than 75% of the participants shall be families whose incomes do not exceed 30% of the area median income. Under the provisions of HR 4194, if the Housing Authority exceeds this goal and has in excess of 75% of participants whose incomes do not exceed 30% of available dwelling units occupied by eligible families whose incomes at the come of commencement of occupancy do not exceed 30% of the area median income.

a. Credit for Exceeding Targeting Goals

During any fiscal year, the Housing Authority may be credited the number of units by which the aggregate number of qualified families who in such fiscal year are initially provided tenant-based assistance under Section 8 exceeds the number of qualified families that is required for the Housing Authority to comply with income target requirements.

b. Credit Limit

The credit number of units shall not exceed the lesser of:

(i) The number of dwelling units that is equivalent to 10% of the aggregate number of families initially provided tenant-based assistance under Section 8; or,

(ii) The number of public housing dwelling units that:

(a) Are in projects that are located in census tracts having a poverty rate of 30% or more; and,

(b) Are made available for occupancy during such fiscal year and are actually filled only by families whose incomes at the time of occupancy exceed 30% of the area median income.

11. Pre-Qualify

As an application moves near the top of the waiting list, the Housing Authority will contact the applicant family to determine continued interest, to update and complete the application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about the requirements

for move-in, such as utility deposits, security deposits, etc. Pre-qualification may be done in bulk in anticipation of multiple vacancies and/or to have persons ready to move-in if unit offers are rejected by others.

12. Dwelling Unit Offers

When the applicant is matched to the specific unit, that dwelling unit becomes "unrentable" until the offer is made and accepted or rejected. In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible.

a. Unit Offers to Applicants on the Authority-Wide Waiting List (Plan B)

Under Plan B, the number and location of offers an applicant receives relates to the number of vacant units at a PHA's developments. The term location in this context does not necessarily mean a development. If two developments are adjacent or within one block of each other, they should be considered one location for the purpose of offers under this Plan.

(i) If there is a suitable (right size and type) unit available at more than one location, the applicant is offered a unit at the location with the most vacancies. If the applicant refuses the first offer, the applicant is offered a unit at the location with the second greatest number of vacancies. If the applicant refuses the second offer, the applicant is offered a unit at a third location. If the applicant refuses the third offer with good cause, the applicant will be removed from the waiting list (file closed). The three offers should be made in sequence and subsequent offers cannot be made until an applicant refuses the first and second offers.

(ii) If there are only two locations with suitable vacant units, the applicant is offered a unit at the location with the most vacancies. If the applicant refuses the first offer, the applicant is offered a unit at the location with the most vacancies. If the applicant refuses the first offer, the applicant is offered a unit at the location with the second greatest number of vacancies. If the applicant refuses the second offer without good cause, the applicant will be removed from the waiting list (file closed).

(iii) If there is only one location at which suitable units are available (e.g. only one development has units that are the right size and type, the applicant is offered a unit at that location. If the applicant refuses the offer the applicant is offered a second unit at that location when it becomes available. If the applicant refuses the second offer without good cause, the applicant will be removed from the waiting list.

(iv) Upon offer of an apartment, the applicant shall have five (5) days to accept or reject the apartment. An additional business day may be granted if necessary to allow the applicant to inspect the apartment. Applicants not responding to an offer of housing by the AHA shall be ruled ineligible and their application will be removed to the inactive/ineligible file and so documented.

(v) Upon acceptance of the offer, the applicant will then be assigned a deadline for move-in. Before the end of this period, the applicant must complete all outstanding pre-occupancy requirements, such as joint UPCS unit inspection, security deposit and first month's rent payment, establishment of utility services (if applicable), leasing interview with the manager, and lease execution. Failure to complete move-in requirements within the assigned period will result in withdrawal of the offer and inactivation of the application.

(vi) Good cause - If the applicant can document that a unit offered or a move at that time would create an undue hardship on the family which is not related to race, creed, sex, national origin, religion, handicap, or familial status, the applicant will not lose their place on the waiting list.

(vii) Staff will keep track of vacancies by location and offers to applicants to assure the proper order of offers.

b. Unit Offers to Applicants on the Site Based-Waiting List

AHA's only HUD-approved site based waiting list is for the HOPE VI development at North Albany.

(i) The Housing Authority will strive to create mixed-income communities and lessen the concentration of very-low income families within the Housing Authority's public housing developments through admissions policies designed to bring in higher income tenants into lower income developments and lower income tenants into higher income developments. The Housing Authority shall establish site-based waiting lists, as needed in specific developments, to achieve this goal. Preferences shall be established for the site-based waiting list based on the relative tenant incomes of each development and the incomes of census tracts in which the developments are located. (i.e. preferences to attract higher-income families will be established for developments that are found to have concentrations of poverty; and, preferences to attract lower-income families will be established for the developments lacking an income mix.) Site-based waiting lists may be suspended as the Housing Authority meets its income mix goals.

(ii) When a unit becomes vacant, the first applicant who meets the established preference at the top of the waiting list will be offered the vacant unit, except in the case where overall targeting needs are unmet

(iii) Families will be made only one offer of an apartment on a site-based list and will either be moved to the bottom of the waiting list or placed on the authority-wide waiting list as outlined below:

If the applicant rejects the unit, the Housing Authority will reassess the applicant's interest in the specific development in and determine if a move at that time would create an undue hardship on the family which is not related to race, creed, sex, national origin, religion, handicap, or familial status.

(a) If the family can document that a move at that time would create an undue hardship on the family, which is not related to race, creed, sex, national origin, religion, handicap, or familial status, the family will remain at the top of the site-based waiting list.

(b) If the family rejects the unit because of lack of interest in the development, the family will be moved to the Authority-wide waiting list, maintaining the same application date and time.

(c) If the family rejects the unit, maintains an interest in the specific development, but cannot document that a move at that time would create an undue hardship on the family which is not related to race, creed, sex, national origin, religion, handicap, or familial status, the family will be placed at the bottom of the site-based waiting list. If this family rejects a second unit offer at the development, the family will be placed on the Authority-wide waiting list with the same application date and time.

(iii) Upon offer of an apartment, the applicant shall have five (5) days to accept or reject the apartment. An additional business day may be granted if necessary to allow the applicant to inspect the apartment. Applicants not responding to an offer of housing by

the AHA shall be ruled ineligible and their application will be removed to the inactive/ineligible file and so documented.

(iv) Upon acceptance of the offer, the applicant will then be assigned a deadline for move-in. Before the end of this period, the applicant must complete all outstanding pre-occupancy requirements, such as joint UPCS unit inspection, establishment of utility services, payment of security deposit and first month's rent, leasing interview, and lease execution. Failure to complete move-in requirements within the assigned period will result in withdrawal of the offer and inactivation of the application.

K. LEASING OF DWELLING UNITS

1. Lease Agreement

a. The head of the household/spouse and all adult household members age 18 years and older of each family accepted as a tenant are required to execute a lease agreement in such form as the Housing Authority shall require prior to actual admission. One copy of the lease will be given to the lessee and the original will be filed as part of the permanent records established for the family.

The head of household according to the Lease will be legally responsible for the family unit and will be held liable for the conduct of the family members and guests and for the needs of the family.

b. Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease such as late rent payment; returned check charge, surcharge for failure to complete reexamination, maintenance charges, etc.), and the terms of occupancy. The costs for charges imposed are posted in all development offices. It shall be explained in detail to the head of household or other responsible adult before execution of the lease.

c. The lease shall be kept current at all times. If a resident family transfers to a different unit in the same or another PHA community, the existing lease will be canceled**.** A new lease will be executed for the unit to which the family is to move by the head of household. Leases will be for a 12-month term with a 30-day written notice to vacate option by the tenant.

If any other change in the resident's status results in the need to change or amend any provisions of the lease, or if the PHA desires to waive a provision with respect to the resident, (1) the existing lease is to be canceled and a new lease executed, or (2) an appropriate rider is to be prepared and executed and made a part of the existing lease.

d. Certain documents are made part of the dwelling lease by reference. These include, but are not limited to, the Admissions and Continued Occupancy Policy (ACOP), the Grievance Procedure, Utility Allowances, Flat Rent Schedule, and One Strike Policy.

e. Cancellation of a tenant's lease is to be in accordance with provisions of the lease. Generally, the lease shall not be canceled or not renewed except for serious or repeated violations of its terms by the tenant. Written records shall be maintained containing the pertinent details of each eviction.

f. Live-in Caretakers, as defined in Section B, will not be party to the lease nor will the Caretaker's income be taken into consideration in the calculation of resident rent. Families requiring Live-in-Caretaker assistance must have such assistance approved by the PHA prior to the Caretaker's occupancy in the dwelling unit. In the event that the family vacates the unit, the Caretaker will be required to vacate as well. In no case will the Caretaker be considered the remaining member of the tenant family.

g. Residents have the right to receive visitors and guests at their homes if they follow the policies established by AHA for this purpose. The Head of Household is responsible for the conduct of

their visitors and guests just as they are responsible for the members of their own household. This includes guests' behavior inside the unit as well as anywhere on or near AHA premises. A guest's behavior could, if it violated the lease, cause serious problems for a resident, up to and including eviction.

AHA will consider unauthorized occupants to be trespassers. The family in tenancy that allows an unauthorized occupant to reside in their unit is not in compliance with the lease and is subject to termination of tenancy. Some examples of unauthorized occupants include:

- A former resident of AHA who has been evicted from an AHA development;
- Family members over age 17 or emancipated minors who move from the dwelling to establish new households;
- Persons that have joined the household without undergoing screening;
- Persons that stay in the unit beyond an authorized period; and
- A person (often a relative) that came to the unit as an extended visitor because the resident needed support but stayed on in the unit beyond the time needed by the resident.

2. Security Deposit

The resident shall provide the Housing Authority prior to occupancy with a cash security deposit as designated in the Lease Agreement. AHA will accept Security Agreements from persons with DSS assistance. Interest shall be paid on the cash security deposit if held longer than 13 months as prescribed by the New York State Landlord Tenant Act. Interest is not paid on security agreements.

Security deposits shall be returned to the tenant within 30 days after vacating the premises provided all terms, covenants, and conditions of the lease have been fully performed; or a letter of Disposition explaining why the Housing Authority is withholding the security deposit will be sent.

3. See Part VII for HOPE VI /LIHTC program lease addenda.

L. UTILITY POLICY

1. General Statement

The Housing Authority supplies all, some, or none of the utilities for public housing residents depending on the development in which they are residing. Leases establish both the utilities covered and the allowance(s) for those not covered. Allowances are based on the average utility usage for similar sized units in similar type buildings and the kilowatt-hours are converted using the NIMO rate.

2. Individual Relief

The Housing Authority will consider any doctor/physician requests that document the special needs of the patient (tenant). The doctor must supply in writing, the medical condition that warrants, and explains the reason(s) why the special equipment is necessary to treat the condition. The statement must also include the term that the special equipment will be necessary for the patient (tenant).

The Housing Authority will review the average "extra" monthly utility cost for the equipment. Where the average monthly utility cost based on the utility company's information (for the use of the equipment) exceeds the tenant's monthly utility allowance by more than 20%, the Housing Authority may recommend an adjusted utility allowance be given to the tenant.

3. Emergency Relief

During the heating season and if heat is unavailable for more than a 24 hour period (emergency) in a building that causes any resident to use a supplemental heat source which is approved by the Housing Authority, (UL-listed space heater) the Housing Authority will review requests for individual relief. If the tenant cost is greater than 20% of the established allowance for that unit for the term of the emergency, the Housing Authority may recommend a special allowance for that term. Maintenance records will be used to verify a heat emergency situation.

Emergency Relief may also be accommodated by the Housing Authority in the form of temporary tenant relocation to a suitable area where adequate heat is available. Relocation may be necessary to abate the emergency. If an emergency necessitates relocation, special allowances will not be available.

4. Utility Committee

The Housing Authority will establish a Utility Committee to review the cases under both Individual Relief and Emergency Relief. The Committee will, to the greatest extent feasible, consist of the Director of Maintenance, Tenant Selection Supervisor, and one resident appointed by the Executive Director. The Executive Director may appoint additional members at any time. The Utility Committee will review each case in an objective manner. The Committee will take into consideration utility consumption, documented special need, energy usage, maintenance records, etc.

The Utility Committee's decision will be final.

5. Other

Should Individual or Emergency Relief be issued, the tenant must supply the Housing Authority with all utility bills for the term of the relief. If relief is expected to continue more than 12 months, Accounting will compute a new allowance using the average of the utility bills collected. The manager must retain the utility bills in the tenant's file until the Accounting Department calls for them.

Whenever a utility allowance is adjusted, a new Utility Allowance form must be executed by the tenant and manager and must be retained in the tenant's file.

M. ADMISSION OF ADDITIONAL MEMBERS TO A CURRENT HOUSEHOLD

1. Purpose - Population in excess of the number of persons for which a neighborhood or unit was designed is often the cause of many serious management problems including crime, vandalism, excessive maintenance costs, and low tenant satisfaction. It is with this in mind that this section of this ACOP is established.

2. Application Procedure - The resident of a household that wishes to add additional members to their household must first submit a written application, in the form prescribed by management, for approval by the Executive Director or his/her designee.

3. Eligibility Criteria:

   a. All new member(s) must be determined eligible in accordance with Part C Eligibility Criteria.

   b. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with Part C, Occupancy Standards.

4. Application Denial - The AHA may deny the application for any of the following reasons:

   a. Applicant(s) does/do not meet Eligibility Criteria as outlined in Part C.

   b. The dwelling unit is overcrowded or would exceed the Occupancy Standards as outlined in Part C.

   c. Applicant(s) do not meet the criteria for family as established in Part B.

   d. Applicant(s) are former members of resident family and have since become emancipated and are attempting to re-enter household for support or other reasons.

   e. Other reasons as determined from time to time by the Executive Director.

5. Additions that do not require approval of the applications. Verification of the new member must still be submitted to the manager to add that member to the lease. The AHA shall not deny approval for any of the following:

   a. Newborn infants of members currently on the lease.

   b. Minor children of members currently on the lease who were removed from their care by court action and are being returned.

6. House Guests - Dwelling units are adequate in size for the resident family only, and houseguests staying with the family for a period in excess of 14 consecutive days shall be permitted only upon advance written consent of the Housing Manager**.**

N. APPROVAL PROCESS FOR RESIDENTS REQUESTING PERMISSION TO OPERATE A BUSINESS IN THE UNIT

Prior to making a determination the resident shall request the AHA's permission in writing and include in the request a complete outline of business activities and other data as may be requested by the AHA. When a resident desires to operate a legal profit making business from the leased unit, the AHA shall use the following factors in determining whether or not such activities are incidental to the primary use of the leased unit:

a. Local Building health codes, requirements for license or governmental approval;

b. Local Zoning Ordinances;

c. The effect on AHA Insurance Coverage;

d. Utility Consumption;

e. Possible Damage to the leased unit;

f. Estimated traffic and parking;

g. Disturbance of other residents;

h. Attraction of non-residents to the neighborhoods; and,

i. Possible use of tenant business as a cover for drug-related activities.

j. Ability of the resident to obtain adequate business insurance (naming the AHA as additionally insured) in the amounts required by the Authority.

O. SPECIAL OCCUPANCY PROVISIONS

1. Occupancy by Police Officers

The Housing Authority may allow a police officer(s) who is not otherwise eligible for residence in public housing to reside in a Housing Authority dwelling unit for the purpose of increasing security for residents of the Housing Authority. Section 524 of the Quality Housing and Work Responsibility Act of 1998 allows for this at the discretion of the PHA.

A "police officer" means any person determined by the Housing Authority to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a federal, state, or local government or by any agency thereof.

Terms and conditions of tenancy

The Housing Authority shall make known to federal, state, city and county law enforcement agencies within the Housing Authority's jurisdiction of the Housing Authority's policy to allow police officers to reside in a public housing dwelling unit. Police officers will be required to submit proof of family size and proof of full-time employment as a police officer. The police officer will be charged appropriate rent as determined by the Housing Authority. The police officer(s) will be required to sign a dwelling lease and will be bound by the provisions of the lease. Loss of status of full-time employment as a police officer will result in the resident being issued a notice to vacate the unit. If the resident does not meet income eligibility requirements following loss of full-time employment as a police officer, the resident will be issued a notice to vacate the unit.

Police officer(s) will be assigned vacant units within the targeted developments stipulated above. If the development(s) is/are 100% occupied, and a police officer has completed the required paperwork for occupancy of a dwelling unit, the next available dwelling unit in the target developments will be offered to the police officer.

2. Resident Employees – Residents who live in AHA units may receive a reduced rent when a new lease is signed that describes special terms and conditions of occupancy such as assignment of cleaning duties in and around the development. Tenancy of this type must be approved in writing by the Executive Director and is on a limited, as-needed basis only where AHA determines that specific services are needed. Resident employees may have their resident employee leases terminated with two weeks notice. AHA will execute a standard lease agreement if the termination of the Resident Employee is not for non-payment, or failure to comply with the terms and conditions of occupancy or for other serious violation. AHA salaried employees who reside in AHA developments are not covered by this section.

3. Safe Home Program – At the discretion of the Authority, AHA may provide dwelling units under this special U.S. Justice Department program at any time.

4. Transitional Programs – AHA reserves the right to execute agreements with outside agencies to provide housing units for persons who require temporary housing assistance. Such agreements will include provisions for continuous payment of rent should units become vacant so as to prevent AHA from sustaining financial loss from such loss of occupancy.

5. For the Low Income Housing Tax Credit Program - None of the provisions in this chapter apply to the LIHTC program for any unit at North Albany Homes unless the person and the household qualify under the LIHCT regulations **or** the employee unit is included in the LIHTC state-agency approved application as a set – aside. As such, the resident employee may be a salaried employee of the site whose sole duties and responsibilities are on behalf of the site operations according to the LIHCT rules.

6. Homeless Intervention Program (HIP)

Albany Housing Authority (AHA) has committed to be a partner in the **Albany County Homeless Intervention Program (HIP)** initiative, both as a referral source and as the most significant provider of safe, affordable housing in Albany County. Through this relationship, HIP households will be afforded the opportunity for increased access to affordable housing, as well as for retention of public housing and Section 8 assistance that would otherwise be threatened. A HIP Collaborative is comprised of the Albany County Department of Social Services (ACDSS), Legal Aid Society of Northeastern New York (LASNNY or LAS), United Tenants of Albany (UTA) and Albany Housing Authority (AHA).

An intensive Tenant Training Program will be implemented as a strategy for improving participants' long-term retention of housing, with a focus on identifying affordable housing, landlord/tenant rights and responsibilities, basic life skills pertaining to housing (e.g. how to be a good neighbor, apartment maintenance, rules regarding garbage collection, local ordinances related to nuisance issues etc.) and available community resources. Staff from each of the HIP agencies will participate as presenters in the Tenant Training Program, as appropriate to their areas of expertise.

Albany Housing Authority (AHA) has agreed to promote HIP participants' access to and retention of affordable permanent housing, as outlined below:

I. Applications & Assignments

Promotion of access means that applications for conventional public housing (does not include HOPE VI, LIHTC, and private market rentals) and the Housing Choice Voucher program (does not include special HCV programs such as SRO, Disabled Veterans, Shelter-Plus-Care, etc.) may be accepted from HIP participants when all waiting lists have been closed, provided the HIP program certifies that the client is actively participating with services and has reached at least the 90 day housing retention point. Certified HIP clients may apply for housing assistance at any time when the wait list is opened. The family must meet all other AHA criteria for occupancy as outlined in the Admissions and Continued Occupancy Policy or Administrative Plan when their name is reached for an assignment.

HIP Participation will be listed as an additional preference in the ACOP and Admin Plan for households who meet existing criteria preferences and who are certified by the HIP Program as having completed tenant training and reached at least the 90-day housing retention point as described above. HIP participants will receive a preference in the category that they fall into when they apply. Should their status change, they must notify the occupancy staff of the change, which may or may not affect their overall preference status. (Example: HIP participant enrolled in job program applies. They would have an additional preference in AHA Preference Category #2. They remain on the waiting list for "X" months. They obtain employment & notify AHA of the change. Their employed status puts them into AHA Preference Category #1. An apartment/voucher is available when their name is reached on the waiting list and they meet all other AHA criteria for occupancy.)

(1) Once a HIP family has been determined as eligible under HUD and AHA requirements when their name is reached on the waiting list, AHA will assign a unit based upon family size and need, and issue the assignment as soon as the unit becomes available.

(2) AHA reserves the right to limit the number of HIP applicants who will allowed to apply for public housing or Housing Choice Voucher program to no more than 20 each year (combined program total) and may, at its sole discretion increase the number at any time.

(3) HIP families must follow all AHA policies governing move-ins, leasing and occupancy of an AHA apartment.

(4) HIP families are expected to fully comply with all AHA lease terms and conditions of occupancy.

(5) Families who are issued a notice of lease termination for criminal activity will not be eligible for HIP referral.

A.Evictions

Threatened evictions from public housing or threatened termination of a Housing Choice Voucher for cause may be forestalled or withdrawn, if all rent arrearages and serious problem behaviors are resolved, and the tenant qualifies for, and agrees to actively participate with HIP services as described below.

AHA schedules its evictions proceedings for the first Friday of every month in Albany City Court. One the second Wednesday of the month following the evictions proceedings court date, the HIP Collaborative will meet with the AHA public housing and Section 8 program staff at the AHA Administrative Offices to discuss cases for referral to HIP collaborative agencies.

The Public Housing Collection and Reexam unit and the Section 8 Coordinator will be the designated AHA contact & referral staff for the HIP program.

II.Public Housing Referrals

AHA will refer cases of nonpayment of rent and/or other charges and/or failure to reexamine to United Tenants of Albany. Referrals for termination tenancy and nonfinancial tenant-based problems will be made to Legal Aid Society. Families who are issued a notice of lease termination for criminal activity will not be eligible for HIP referral

1. General Rule of Referrals
- Nonpayments, Financial Difficulties, and Failures to Reexamine to UTA.
- Termination of Tenancies, Non-financial Tenant Based problems to LAS.

2. Defaults on Court Stipulations

Public Housing staff will bring cases to the meeting with the HIP collaborative where the tenants have been to Court and have agreed to a payment arrangement in Court, and have thereafter defaulted on their payment agreement. These cases will be referred to UTA.

UTA will also be given a list of people who have defaulted on their Court dates and who will be receiving a 72-hour notice (3-day letter) for reference only.

3. Clients “in trouble”

Public Housing Staff will also refer clients who they know are “in trouble” due to nonpayment, failure to recertify, or for other reasons, and are in danger of being evicted. The issues will be referred as follows (General Rule of Referrals):
- Nonpayments, Financial Difficulties, and Failures to Reexamine to UTA.
- Termination of Tenancies, Non-financial Tenant Based problems to LAS.

4. Court Proceeding List

AHA will provide to UTA a list of tenants (names and addresses) who have been taken into court for non-payment two or more times in year.

5. Referrals from Site Managers

Site managers will refer problematic tenants to the Collections and Reexam staff, where they can be referred to LAS or UTA according to the general rule of referrals. Collections and Reexam staff will acknowledge referral of those tenants in a timely manner to the Site Manager to assure the professional flow of communication.

Failures to Recertify

Public Housing staff will refer cases of tenants who are facing a notice to terminate their tenancy for failure to recertify (reexamination) to UTA.

Housing Choice Voucher Program (formerly Section 8)

General Rule of Referrals

- Nonpayments, Financial Difficulties, and Failures to Reexamine to UTA
- Termination of Tenancies, Non-financial HCV Client-based problems to LAS

The Section 8 Coordinator will refer cases according to the above-listed general rule.

III. Miscellaneous

Referrals will be made at the monthly meeting or by phone call and/or by facsimile (fax) and/or by email to United Tenants of Albany (UTA) and Legal Aid Society of Northeastern New York (LASNNY).

IV. Communication

United Tenants of Albany and Legal Aid Society will keep AHA staff up to date on the status and/or disposition of any referrals. If AHA staff does not receive notice or update of a referral, the eviction process will proceed as normal.

It is incumbent upon all parties,(AHA, UTA, LAS) to work closely and communicate on a regular basis in order for the Homeless Intervention Program to realize its full potential.

P. EQUAL HOUSING POLICY

1.0 Nondiscrimination

It is the policy of the Albany Housing Authority to fully comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

The Housing Authority shall not discriminate because of race, color, sex, religion, familial status (in non-elderly designated housing), disability, handicap or national origin in the leasing, rental, or other disposition of housing or related facilities, including land, included in any development or developments under its jurisdiction.

The Housing Authority shall not take any of the following actions on account of race, color, sex, religion, familial status, disability, handicap, or national origin:

A. Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs.

B. Provide housing which is different than that provided others.

C. Subject a person to segregation or disparate treatment.

D. Restrict a person's access to any benefit enjoyed by others in connection with any program operated by the Housing Authority.

E. Treat a person differently in determining eligibility or other requirements for admission.

F. Deny a person access to the same level of services.

G. Deny a person the opportunity to participate in a planning or advisory group, which is an integral part of the public housing or tenant-based housing programs.

The Housing Authority shall not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g., families with children born to unmarried parents or elderly pet owners). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

The Housing Authority will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of the Rehabilitation Act of 1973, the Housing Authority will make such physical or procedural changes as will reasonably accommodate people with disabilities.

Housing Authority records with respect to applications for admission shall indicate for each application the date of receipt; the determination of eligibility or non-eligibility; the preference rating, if any; and the date, location, identification, and circumstances of each vacancy offered and whether that vacancy was accepted or rejected.

2.0 Affirmative Marketing

As conditions may require, the Housing Authority will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. The Housing Authority may issue public announcements of availability to encourage applications for assistance. Among the marketing efforts the Housing Authority may engage in depending on the situation are the following:

A. Send informational spots local media outlets such as radio stations, cable TV, newspapers, or other periodicals for broadcast or publication;

B. Conduct special outreaches to minorities, persons with disabilities and very low-income families;

C. Distribute pamphlets and brochures;

D. Post notices in places of employment, unemployment offices, welfare offices, post offices, grocery stores, churches, community halls, buses and other public transportation centers;

E. Outreach to organizations that assist people with disabilities, the elderly, students, immigrants, homeless people and victims of domestic violence.

The Housing Authority will monitor the benefits received, as a result of the above activities, and will increase or decrease the outreach activities accordingly.

To reach minority groups, it may be necessary to canvas neighborhoods or make mass mailings to areas with a heavy concentration of minority citizens. If language is a problem, brochures may be printed in Spanish, Vietnamese, Arabic or other languages as required.

3.0 Operations

In order to further the objectives of nondiscrimination the Housing Authority shall:

A. Include in the admissions briefings for all Housing Authority programs a section on compliance with Civil Rights laws. The briefing shall carefully explain to all participants what should be done if they believe they have been discriminated against.

B. Prominently display a Fair Housing Poster in every development office owned by the Housing Authority and in the Housing Authority's main office.

C. Use the Equal Housing Opportunity logo and/or statement in all advertising and in all marketing publications of the Housing Authority. The Housing Authority shall be particularly conscious of human models used in its publications to avoid signaling any sense of discrimination.

D. The Housing Authority shall maintain a TDD Machine or an acceptable alternative for the use of the hearing impaired.

E. As many publications as feasible shall be printed in both English and Spanish or any other language commonly spoken in the locality.

Q. MISCELLANEOUS POLICIES

AHA Policy of Antennas, Satellite Dishes, Etc.

Tenants will refrain from erecting or hanging antennas, satellite dishes, or any other article on or from any part of the building or dwelling unit or any other structure.

If such item(s) is/are found or discovered and is/are not immediately removed by the resident after AHA gives notice to remove, the article(s) will be removed at the Tenant's expense. Charges will be assessed to the resident to cover labor and any damage to AHA property.

AHA Policy on Weapons and Firearms

Tenants are not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearm (operable or inoperable) or other offensive weapon that is illegal or is used in an illegal manner as defined by the laws and courts of the State of New York anywhere in the unit or elsewhere on the property of the Authority.

Any firearm or other offensive weapon that is permitted to be possessed under this provision must be kept in a locked and secure manner so that it is not accessible to adults outside of the Tenant's household or to any child under the age of 18 years.

Residents will face immediate lease termination for violation of any of the above.

AHA Policy – Motor Vehicles

Tenants will remove or have removed from Authority property any vehicles without valid registration and inspection stickers. Tenants and their guests will refrain from parking any vehicles in any right-of-way, or fire lane or no parking areas designated and marked by the Authority; or after delivery of an emergency parking notification (such as for snow removal). Any inoperable or unlicensed vehicle as described above will be removed from Authority property at Tenant's expense.

Automobile repairs are not permitted on development site, including but not limited to fluid changes (oil, transmission, and brake), engine work, bodywork, etc. Any property damage or environmental problems caused by cars including those from leaking oil or other fluids will be charged to the tenant.

Tenants and their guests will refrain from parking/standing in any designated handicapped parking area unless a valid permit is visible on the vehicle. Cars without valid permits that are found in these locations will be towed at the owner's expense.

AHA may terminate the lease for non-compliance with any of the above

Part IV

CONTINUED OCCUPANCY

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

There is to be eligible for continued occupancy in the AHA communities only those residents:

1. Who qualify as a family as defined by federal requirements and this policy (see definition in Part B).

2. Who conform to the Occupancy Standard established for lower income housing. (See Part C)

3. Whose past performance in meeting financial obligations, especially rent, and other charges, is satisfactory; and

4. Whose family members have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history, which may be reasonably expected to adversely affect:

    a. The health, safety, or welfare of other residents

    b. The peaceful enjoyment of the neighborhood by other residents

    c. The physical environment and fiscal stability of the neighborhood.

5. Whose family does not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of fire hazard through acts such as disassembling of fire/smoke alarms, the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, a decision as to the eligibility shall be reached after a referral with the Executive Director or his designee. This category does not include families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.

6. Who have not been involved in violent or drug related or criminal activity.

7. Who have not been convicted of a crime.

8. Who are not currently engaging in the use of controlled substances and/or engaging in alcohol abuse.

8. Who is not subject to a lifetime registration requirement under the state sex offender registration program.

9. Who is not, has not been or found to have been convicted of manufacturing or otherwise producing methamphetamines on the premises in violation of any Federal or State law.

10. Who meet the requirements for community service or participation in self-sufficiency programs, where applicable.

11. Who continues to occupy the apartment on a full time basis. Ownership or occupancy of another dwelling unit or failure to occupy the unit for a period greater than thirty days shall be grounds for termination of the lease.

12. Who are, with the aide of such assistance as is actually available to the family, physically and mentally able to care for themselves and their apartment and to discharge all lease obligations. Remaining members of a resident of a family may be permitted to remain in occupancy provided that the Housing Authority, in its sole judgment, determines that the remaining person(s) is (are):

a. Otherwise eligible for Continued Occupancy, and

b. Capable of carrying out all lease obligations, including but not limited to rent payment, care of the apartment, and proper conduct, and

c. Willing to assume all lease obligation of the prior leaseholder, including all payments under the lease, and

d. Legally competent to execute a lease in his (their) own name.

e. The Housing Authority shall lease to otherwise eligible emancipated minor or minors otherwise competent to execute a lease, such as a minor providing his or her own necessities when the parents fail or refuse to do so.

13. In the event of the receipt of unfavorable information, consideration (where applicable) will be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:

a. Evidence of rehabilitation as verified by a duly qualified professional or representative of state or local government;

b. Evidence of the family's participation in, or willingness to participate in, social services or appropriate counseling service programs and the availability of such programs;

c. Evidence of the family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

14. Citizenship/Eligible Immigration Status

In order to remain eligible for continued occupancy, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirements the status of each member of the family is considered individually before the family's status is defined.

a. Mixed Families: A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

b. No eligible members: Families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

c. Non-citizen students: Defined by HUD in the noncitizen regulations are not eligible for assistance.

B. INSPECTIONS AND REEXAMINATIONS

1. Move-In Inspections

Prior to occupancy, the head of the household of the participant family and the AHA Development Manager will accomplish a physical inspection of the dwelling unit. The manager will demonstrate to the family representative the operation of the unit appliances and fixtures, where needed.

The condition of the dwelling unit will be recorded on an inspection form provided by AHA. The family representative and the AHA representative will sign the inspection form. A copy of the completed inspection form will be provided to the participant family and a copy will be retained in the family's occupancy file.

2. Housekeeping Inspections

Thirty -(30) days after the family has moved into the unit a housekeeping inspection will be conducted. Areas of deficiency will be noted and a written list of areas for housekeeping improvement will be provided to the resident, with a copy retained in the resident's occupancy file. A follow-up housekeeping inspection will be conducted within seven (7) days. Housekeeping instruction will be provided to families who fail the second housekeeping inspection. Repeated failure of the housekeeping inspection may be cause for lease termination or housekeeping inspections may be conducted periodically throughout the year.

3. Uniform Physical Conditions Standards

The Housing Authority shall maintain its public housing properties in a condition that complies with standards that meet or exceed the Uniform Physical Conditions Standards for housing established by the Secretary. Such housing standards shall ensure that dwelling units are safe and habitable.

The Housing Authority shall make an annual inspection of each public housing unit to determine whether units in the development are maintained in accordance with the Secretary's requirements, as well as spot inspections where there exists a threat to health and/or safety. The Housing Authority shall retain the results of such inspections and, upon request of the Secretary, the Inspector General for the Department of Housing and Urban Development, a HUD representative, or any other auditor or other authorized individual conducting an audit under section 5(h), shall make such results available.

UPCS inspections shall be conducted using the AHA's forms and shall document unreported maintenance problems and verify if the unit is being kept in a decent, safe, and sanitary manner-A formal letter citing the deficiencies will be provided to the family, noting any deficiencies to be corrected by the family or the AHA. Where the family has been advised to take corrective action, the AHA staff will conduct a follow-up inspection within five (5) to ten (10) working days, if such corrective action is of a general nature.

Where the corrective action to be taken is prescribed to remedy an immediate threat to health and/or safety, the Housing Authority may correct the deficiency and charge the tenant if the deficiency is tenant caused. Corrective action may include relocation. Such corrective action shall be completed within twenty-four (24) hours. Non-compliance by the family can result in termination of tenancy.

4. Move-Out Inspections

Prior to the family vacating a dwelling unit, the family may request a move-out inspection with a member of the AHA staff.

The actual move-out inspection will not be conducted until the family has vacated the unit. The condition of the dwelling unit will be recorded on the inspection form utilized for the pre-occupancy inspection of the same dwelling unit, allowing for a comparison of pre- and post occupancy condition comparison. Any claim against the family for tenant caused damages will be based upon this comparison.

Following move-out by the family, renovation and/or redecoration of the dwelling unit as a result of the family's occupancy will be accomplished. Charges for items of repair, renovation, and/or redecoration of the dwelling unit made necessary by abuse, negligence, or deliberate destruction by the family will be assessed against the family's security deposit. Should the security deposit prove insufficient relative to the actual cost of such repairs, AHA management will take any and all actions at its disposal to collect the remaining balance from the family.

5. Reexaminations

Reexaminations of income and family circumstances are conducted for the following purposes:

a. To comply with the Federal requirements relating to annual scheduled reexaminations.

b. To determine if each family remains eligible for continued occupancy under the terms of the lease and this policy.

c. To determine if the unit size and type is still appropriate to the family's needs and in compliance with the Occupancy Standards.

d. To establish the Total Tenant Payment and the rent to be charged to the family.

6. Annual Reexaminations: Federal Public Housing Program

At least annually, the resident is required to provide the AHA with accurate and current information on the following, as stipulated in the lease (24 CFR §966.4).

- Family composition;
- Age of family members;
- Annual income and sources of income of all family members;
- Deductions for computing adjusted income;
- Assets;
- Community Service and economic self-sufficiency activities and exempt status of all family members over age 18;
- Social security numbers for any new family members; and
- Citizenship or eligible immigrant status of any new family members.

To ensure uniformity and compliance with HUD regulations and Civil Rights Laws, AHA establishes the following reexamination procedures:

AHA requires that all adult members sign all required reexamination forms for continued occupancy;

- Employment; income, allowances, Social Security numbers, and other such data appropriate for the family's circumstances must be verified and all verified findings must be documented and filed in the resident's folder.
- A credit check may be run of each family at the time of reexamination to help detect any unreported income, family members not reported on the lease, etc. (24 CFR § 960.259).
- Verified information will be analyzed and a determination will be made with respect to:
  - Eligibility of the resident as a family or as the remaining member of a family;

- Unit size required for the family (using the occupancy standards as established in this policy;
- Income-based rent the family would pay (although all residents will be given the choice of paying income-based or flat rents.

- Residents with a history of employment whose regular reexamination takes place at a time when they are not employed must have their income calculated based on their past and anticipated employment. Residents with seasonal or pert-time employment of a cyclical nature must be asked for third party documentation of the circumstances of their employment including starting and ending dates.
- Income shall be computed in accordance with the definitions and procedures set forth in HUD regulations (24 CFR Part 5).
- Families failing to respond to the initial reexamination notice will be issued a second and final notice in the same month. If the family fails to respond to the final request they will be sent a notice of lease violation and termination for cause, along with a fine of $100.00 for failing to complete the reexamination process. Failure to comply must result in lease termination in accordance with 24 CFR §966.4 (c)(2).
- Third party verifications must be obtained and documented for annual income, net family assets, deductions from annual income and any other factor that could affect the adjusted income or income base rent of the family undergoing reexaminations. AHA must document if third party verifications are not available.

AHA is required to provide each resident with reasonable written notice of what actions the resident must take and the timeframe for those actions, before the process starts.

The annual reexamination of income is equivalent to that at admission. If income has changed, rent will be recomputed.

AHA will reexam the incomes of residents who have opted to pay a flat rent once every three years.

Reexamination of Family Composition

AHA is required to reexamine the family composition of both families paying income-based rent and flat rent annually. The purpose of this reexamination is to ensure that the size and type of the unit in which the family is living is appropriate for the family's size and needs.

Verification requirements related to family composition must be followed for all new family members added to a tenant's lease at reexamination.

AHA is required to add to the lease and certification form children added to the household by birth, adoption or Court-awarded custody. AHA requires that the addition of such children must be reported when they actually join the household so verification requirements are usually already complete at the time of annual reexamination.

7. Choice of Rent

During the reexamination process, AHA must give each resident the choice between income-based or flat rent. The annual reexamination is the only time a resident can change from income-based to flat rent.

8. Community Service/Economic Self-Sufficiency Requirement

The Quality Housing and Work Responsibility Act of 1998 introduced the Community Service and Economic Self-Sufficiency requirement, under which AHA must adequately document whether its non-exempt residents are complying with their community service or economic self-sufficiency responsibilities. This requirement also directly relates to lease renewal, because AHA is not permitted to renew the lease at the end of the twelve (12) month period if non-exempt family members fail to comply with the service requirement.

9. Zero Income Families

When families report zero or minimal income, and have no income excluded for rent computation, AHA has an obligation to pursue verification of income that reflects the family's lifestyle. AHA requires families in this category to complete a zero income form. This form asks residents to estimate how much they spend on household expenses including but not limited to: telephone, cable TV, food, clothing, transportation, health care, child care, debts, household items, etc. and whether any of these costs are being paid by an individual outside the family. If any such payments are received, they are considered income. The family's circumstances will be reexamined every 60-90 days.

10. Special Reexaminations

If AHA is unable to estimate anticipated annual income based on the available information with any degree of accuracy at the time of admission or regular reexamination, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 60-90 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance of the date for the special reexamination(s). Special reexaminations shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.

At any time, the resident may report changes in income and family circumstances to obtain an appropriate rent adjustment. Each tenant will be required to submit an application for continued occupancy no later than 90 days prior to the anniversary of the lease. Determination of resident rent will be made based upon information collected during the verification process utilizing applicable HUD forms and all appropriate worksheets and rent formulas. Such documents must be at least 90 days current (to the effective date of the annual reexam.) The family will be notified in writing of any changes in resident rent at least 30 days prior to the effective rent change. AHA will use third-party verification of all information at all times possible.

Failure to complete reexamination is a serious lease violation. Families that fail to complete reexamination will be assessed a $100 per month surcharge in addition to their rent. Failure to comply with the reexamination process will result in the initiation of termination of tenancy process. Failure to complete reexamination includes:

a. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.

b. Refusal to properly execute required documents.

c. Failure to certify to any federally mandated community service requirements (where applicable).

11. Annual Reexaminations: State Development Sites (Creighton Storey Homes & Townsend Park)

Annual reexaminations are necessary to comply with the New York State requirement that each family have its eligibility reexamined annually for state-assisted public housing. At any time, the resident may report changes in income and family circumstances to obtain an appropriate rent adjustment if applicable. Each tenant will be required to submit an application for continued occupancy no later than 90 days prior to his or her annual reexam effective date. Determination of resident rent will be made based upon information collected during the verification process utilizing applicable New York State DHCR forms and all appropriate worksheets and rent formulas. The family will be notified in writing of any changes in resident rent at least 30 days prior to the effective rent change in accordance with New York State public housing law.

Note: Annual Reexaminations for residents living in NYS-assisted public housing will also be performed on a monthly basis at intervals and based on the anniversary date of occupancy.

Failure to complete reexamination is a serious lease violation. A family's failure to complete reexamination may result in termination of tenancy. Failure to complete reexamination includes:

a. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.

b. Refusal to properly execute required documents.

AHA state-assisted developments are NYS 137-B Creighton Storey Homes and NYS 137-C Townsend Park Apartments.

12. Interim Rent Adjustments

Interim rent adjustments are made as result of changed in family income or changes in family composition between annual reexaminations. AHA is required to decrease rent in certain instances (described below, but have options regarding changes or activities that will trigger interim rent increases.

Required Interim Rent Reductions

AHA has adopted a minimum rent of $50.00. If the minimum rent is greater than $0 per month and the resident is paying the minimum rent, there are certain instances in which AHA is required to suspend the minimum rent (24 CFR §5.630):

- When the family has lost eligibility for or is awaiting an eligibility determination for a government assistance program;
- When the family would be evicted because it is unable to pay the minimum rent;
- When the income of the family has decreased because of changed circumstances including loss of employment;
- When a death has occurred in the family; and
- Other circumstances determined by HUD (currently none are required).

AHA must notify any family who pays the minimum rent of the right to request the exemption. If a family paying minimum rent requests a hardship exemption, AHA must suspend the minimum rent, effective the following month. AHA may not evict the family for non-payment of the minimum rent for 90 days following the request for the hardship exemption.

The suspension of minimum rent continues until AHA determines whether the hardship is temporary or long term.

If the hardship is verified to be temporary (less than 90 days), AHA will reinstate the minimum rent and offer the family a reasonable repayment agreement of the minimum rent that was suspended.

If the hardship is verified to be long-term (lasting more than 90 days), the minimum rent must be suspended until the hardship ceases. The family may not be evicted for failing to pay the minimum rent while the hardship is occurring.

If AHA denies a resident the minimum rent hardship exemption, the resident is entitled to file a grievance and AHA may not require that the resident make an escrow deposit to obtain the grievance hearing.

Decrease in Income of Families Paying Income-Based Rent

If a family is paying income-based rent and experiences a reduction in income pursuant to the reexamination policies, the family may request an interim reexamination of family income. AHA must adjust the family's rent to correspond to the new verified income, effective the first day of the month following the reported change in circumstances.

Reductions in welfare payments due to welfare fraud or failure to comply with economic self-sufficiency requirements are not eligible for rent reductions.

Change in Circumstances of Families Paying Income-Based Rent

Occasionally families paying income based rent experience a verified change in their circumstances that would qualify them for a reduction in income-based rent even though their incomes have not decreased. These circumstances would increase the family's deductions and thus reduce their adjusted income. Examples include:

- When families gain additional dependents;
- When a family's childcare costs increase with no increase in income;
- When an elderly or disabled family's unreimbursed medical costs increase;
- When a family that was not an elderly or disabled family becomes an elderly or disabled family; and
- When a family's disability expense allowance increases.

Families eligible for earned income exclusion(s) are responsible for reporting the change in income status in writing within ten (10) days of occurrence. Families who are eligible for switching rent determination methods because of hardship circumstances shall be limited to one (1) rent switch during a twelve-month period and shall be subject to the following interim reexamination provisions.

The following are specific changes that must be reported in writing within ten (10) days of their occurrence:

a. All changes in family composition. Additions to the family, other than through birth of a child to a family member on the lease, must be approved by the Housing Authority in advance in accordance with Part C; Admission of Additional Members.

b. The loss or addition of a wage earner.

c. The loss or addition of an income source.

d. In cases of ten (10) month employment cycles, for example public school food service workers, custodial workers and teacher aides, no interim rent changes shall be effective during the two (2) months of non-employment. Instead, the ten- (10) month income shall be considered annual income and shall be computed on a twelve- (12) month basis following the normal eligible deductions for dependents, etc. (*If other income is received by adult members of the household during any of the 12 months, it will also be counted towards annual income.)

e. All requests for an interim reexamination must be submitted and the reported change verified by the 20th of the month in order for a decrease in rent to be effective the first of the following month. Rent adjustments shall not be made for sporadic changes in income due to irregular work schedules of less than thirty -(30) days in duration (e.g. sick days, temporary reduction in hours, etc.). Rent adjustments will be made accordingly:

(i) Interim decreases in rent shall become effective the first month following that in which the tenant reported the change except that in the corrections of error. All changes must be reported and verified prior to the 20th day of the month in order for the decrease to be effective the first of the following month.

(ii) Interim increases in rent shall become effective the first of the second month following that in which the change occurred. Interim increases will be limited those based on misrepresentation of income.

(iii) If it is found that the tenant has misrepresented him/herself the fact on which rent is based so that rent is less than the rent that should have been charged, then the increased rent shall be retroactive to appropriate date. Lease termination may be initiated for this reason.

(iv) Where *wage* income has increased due to a previously unemployed person obtaining initial gainful employment or if a person employed experiences a raise or continues to work but in a higher paid work capacity, this should be reported. However, there will be no increase in the rent until the next scheduled annual reexamination. Accordingly, there may be need to adjust the rent downwards in the event the wage income is less than the previously verified income.

(v) Where a person who is gainfully employed becomes temporarily unable to work due to a short-term disability, extended work layoff, etc., the resident may request an interim rent adjustment based on current and anticipated income. Should the resident return to work, the resident will undergo another interim rent adjustment to compute rent based on then current income. (E.g. Wage earner on maternity leave for 3 months has rent adjusted for 2-3 months depending on reported date. Income would be reexamined when wage earner knows of the return to work date.)

f. AHA reserves the right to require participating families to undergo an interim reexamination to comply with changes to HUD rules and regulations and/or AHA policy changes that are in compliance with those rules and regulations.

9. Processing Reexaminations

All reexaminations shall be processed under the following conditions:

a. All data must be verified and documented as required in Part C; Verification. The Housing Authority will NOT adjust rents downward until satisfactory third-party verification is received. Files must be properly documented as to why third-party verification was not received and another type of verification was used in place. Verification must be received by the 20th of the month in order for the decrease to be effective on the first of the following month.

b. Lease terminations resulting from reexaminations shall be conducted in accordance with terms of the lease.

c. Families who are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Transfer Policy.

d. All interim changes in tenant's rent are to be made by a standard "Notice of Rent Adjustment," which shall become a part of the lease. Changes in rent resulting from Annual Reexamination shall be incorporated into the new lease, which shall be executed by the Housing Authority and the tenant or by "Notice of Rent Adjustment". (State-assisted developments are required to execute a new lease agreement with any change in the rental amount. AHA reserves the right to request a waiver from the NYSDHCR that will enable AHA to utilize a Notice of Rent Adjustment, which shall become a part of the lease.)

e. Interim decreases in rent shall be effective on the first day of the month following the month in which the change was reported in writing and verification is completed to the satisfaction of the Housing Authority, as long as the verification has been completed by the 20th of the month.

f. Interim increases (where applicable) in rent are to be made effective on the first day of the month following a thirty- (30) day notice period.

g. If it is found that a tenant has misrepresented or failed to report facts upon which his rent is based so that he is paying less than he/she should be paying, the increase in rent shall be made retroactively to the date that the increase would have taken effect. The tenant may be required to pay within seven days of official notification by PHA, the difference between the rent he has paid and the amount he should have paid. In addition, the tenant may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation that may result in termination of the lease.

h. The Executive Director of the Housing Authority, or his/her officially designated representative shall certify on every application for admission or continued occupancy that all claims have been verified and that the determination of the Housing Authority is correct.

i. Families who fail to report for or complete annual reexaminations in a timely manner will be assessed a monthly surcharge in addition to their last determined rent amount. The monthly surcharge will be effective on the actual reexamination effective date and will be equal to $100.00. Monthly surcharges will remain due and payable once 30 days from the effective date has passed and will continue to be owed by the tenant to AHA in 30-day increments thereafter until the reexamination is completed or until the tenant has been evicted. Assessed surcharges are subject to a Grievance Hearing if so requested in accordance with the Grievance Policy. HUD requires that lease termination process begin should a family fail to comply with annual reexaminations.

j. For the LIHTC program, annual recertification of all household income and assets is required. The program also requires that family composition and household student status is requalified for eligibility determinations. Leases will be renewed if households meet qualifications standards and are complying with all lease and policy provisions. LIHTC requires that new leases be executed at each term of renewal.

C. TERMINATION OF THE DWELLING LEASE

The Housing Authority shall not terminate or refuse to execute a renewal Lease Agreement other than for serious or repeated violation of terms of the lease, violation of applicable federal, state, or local law or other good cause. The Dwelling Lease shall be terminated by the Housing Authority in accordance with applicable HUD Regulations. (The below is not an all-inclusive list, the statements are some representative circumstances where AHA will or may terminate a lease.)

1. "Good cause" as used in this Section means serious or repeated violation of material terms of the Lease such as failure to make payments due under the lease or to fulfill the Resident Obligations set forth in the lease.

2. The Housing Authority may terminate the lease for any occupancy violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility of illegal drug users and alcohol abusers) or the furnishing of any false or misleading information pursuant to section 577 of such Act (relating to termination of tenancy and assistance for illegal drug users and alcohol abusers).

3. The Housing Authority may terminate the lease if the Housing Authority determines that the resident is illegally using a controlled substance or whose illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

4. The Housing Authority may terminate the lease for any activity by any household member, on or off the premises, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority.

5. The Housing Authority may terminate the lease for any violent or drug-related criminal activity on or off of the premises of the Housing Authority, or any activity resulting in a felony conviction.

   The term "drug-related criminal activity", for the purpose of this policy, means the illegal manufacture, sale, distribution, use, or possession with intent to sell, distribute, or use of a controlled substance.

   The Housing Authority reserves the right to terminate tenancy for violent or criminal activity before or after conviction of the crime.

7. The Housing Authority may terminate the lease for failure to pay any charges, including but not limited to, late charges, surcharges or charges for damage to Housing Authority property.

8. The Housing Authority may terminate the lease for failure to meet community service or participation in self-sufficiency program requirements where applicable.

9. The Housing Authority may terminate the lease for lying about material facts in any written Housing Authority statements.

10. The Housing Authority may terminate the lease for serious or repeated damage or destruction of Housing Authority property.

11. The Housing Authority may terminate the lease for making or keeping a threat to the health or safety of other residents or Housing Authority employees.

12. The Housing Authority may terminate the lease for failure to pay resident purchased utilities.

13. The Housing Authority may terminate the lease for allowing unauthorized guests to remain in the household for more than fourteen (14) days per calendar year. Housing Authority management may approve extenuating circumstances such as a temporary live-in aide. In addition, the Housing Authority will terminate the lease of any resident whose address has been used by an individual other than a member of the household as their address (e.g. driver's license, job application, etc.).

14. The Housing Authority may terminate the lease if a household fails to comply with the prohibition against the possession of illegal firearms or other illegal weapons.

15. The Housing Authority is required by law to permanently deny assistance terminate the tenancy of any person who is or has been convicted of manufacturing or otherwise producing methamphetamines on the premises in violation of any Federal or State law.

16. The Housing Authority is required to permanently deny assistance and terminate tenancy for any person who is on a state registry for sex offender.

17. Procedure for termination of the Lease shall be as follows:

    a. The Housing Authority shall give fourteen (14) days written notice of termination if said termination is caused by Resident's failure to pay rent.

    b. The Housing Authority shall give a reasonable time period, but not to exceed thirty (30) days if the health or safety of other tenants, Housing Authority employees, or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related or violent criminal activity or any felony conviction, except that if the state or local law provides for a shorter period of time, such shorter period shall apply.

    c. The Housing Authority shall give thirty- (30) days written notice of termination in all other cases.

    d. A written record of every lease termination shall be maintained by the Authority and shall contain the following information:

        (i) Name and identification of the unit occupied.

        (ii) Date and copy of Notice of Termination

        (iii) Specific reason(s) for Notice to Terminate

        (iv) Date and method of notifying tenant of reasons for lease termination

        (v) Summary of any conference(s) with tenant, including names of conference participants.

D. TRANSFER POLICY

The policy of the Albany Housing Authority is to provide residents with appropriate housing units that meet the family's need. In doing so, AHA also has a responsibility to minimize its costs while maximizing its occupancy levels.

IV.A. General Transfer Policy

1. Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.
2. The Executive Director or designee will only transfer residents to a dwelling unit of equal size when there are no other transfer requests to alleviate hardship of the resident or other undesirable condition as outlined in this policy.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.
4. Requests for transfers from residents will be made to the Site Manager with necessary documentation to substantiate the need for such transfers. Site Managers will also recommend transfers when necessary to alleviate a hardship or other undesirable condition.
5. Transfers may also be initiated by the Authority Executive Director, Reexam staff, or other designated staff (e.g. moving a person with mobility problems to a unit with accessible features or temporarily moving residents to a unit to a unit free of lead-based paint hazards).
6. The person requesting or recommending the transfer will provide documentation of need to the Occupancy Department.

A. Types of Transfer

1. The order in which families are transferred shall be subject to the hierarchy by category set forth below.

   (a) Emergency Transfers are **mandatory** when AHA determines that conditions pose an immediate threat to resident life, health, or safety. Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; or protect members of the household from attack by the criminal element in a particular property or neighborhood. *
   (*Based on threat assessment by a law enforcement agency)

   These transfers will take priority over new admissions.

   (b) Category 1 Administrative transfers include **mandatory** transfers to: remove residents who are witnesses to crime and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; perform work (e.g., repair, modernization, or lead hazard reduction work) above a specific scale and duration that disturb lead-paint or controls lead-based paint hazards; or permit a family that requires a unit with accessible features to occupy such a unit.

   These transfers will take priority over new admissions.

   (c) Category 2 Administrative transfers correct *serious* occupancy problems.

   These transfers will take priority over new admissions when the Authority determines it necessary based on documented need.

Category 2 transfers will only be made if the family size is *so* small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 4 would equal more than two persons per bedroom. **These transfers are mandatory if AHA determines that the transfer is necessary based on documented need.**

If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

(d) Category 3 Administrative transfers may be made to: avoid concentration of the most economically and socially deprived families, correct occupancy standards (Voluntary if the family is between the minimum and maximum occupancy but the family requests a transfer, e.g. to permit older children of the opposite sexes to have separate bedrooms), or to address situations that interfere with peaceful enjoyment of the premises.

These transfers will not take priority over new admissions. They will be processed at the rate of one transfer to four admissions.

(e) Incentive Transfers: As described in detail below, Incentive Transfers are offered to new or recently modernized units, on a nondiscriminatory basis to residents with good rental histories and who will serve as a model family in the new or recently modernized housing development.

(f) Other Transfers: Any resident may make a transfer request for any reason. At the discretion of the Authority, transfers requests that fall within any of the above categories will be considered. At no time will these transfers take precedence over Category 1 or 2 administrative transfers.

2. Whenever feasible, transfers will be made within a resident's neighborhood.

B. Processing Transfers

1. The Occupancy Department will administer a centralized transfer waiting list. Site Managers, Reexam staff, etc. will submit recommendations or requests for transfer, including necessary documentation, to the Occupancy Coordinator.

2. Transfers will be sorted into their appropriate categories by the Occupancy Coordinator.

3. Admissions will be made in the following order:

- Emergency transfers,
- Applicants, and, at a rate of approximately four applicants to every transfer,
- Category 1 Administrative Transfers,
- Category 2 Administrative Transfers,
- Incentive Transfers,
- Category 3 transfers,
- Other transfers.

Within each category, transfer applications will be sorted by the date that the *completed file* is received from the Manager or Occupancy Department if the transfer is initiated by same (including any verification needed).

4. Category 3 transfers to correct occupancy standards may be recommended at the time of re-examination or interim redetermination.

5. Residents in a Category 2 over/under housed status will be advised by letter from the Occupancy Division within 30 days of their 30-day "Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list.

6. When a head of household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest unit standard and development standard) to accommodate the number of persons now in the household.

7. Split-family transfers will be processed as Category 2 administrative transfers.

   - Families that split into 2 "new" households may be transferred to two different units or
   - A portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability.
   - Such transfers will be made in a manner that minimizes the impact on vacant units.

C. Good Record Requirements for Transfers

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years"
   - Have not engaged in criminal activity that threatens the health and safety of residents and staff;
   - Do not owe back rent or other charges, or evidence a pattern of late payment;
   - Meet reasonable housekeeping standards and have no housekeeping violations; and
   - Can get utilities turned on in the name of the household (applicable only to properties with tenant-paid utilities).
   - Are in otherwise good standing with the Authority's lease and policies.

2. Exceptions to the good record requirements may be made for emergency transfers or when it is to AHA's advantage to make the transfer (e.g. A single person living along in a three bedroom unit and does not want to move).

   Absent a determination of exception, the following policy applies to transfers:
   - If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payments plans have failed, back rent is paid in full (back rent includes all charges to the resident's account).
   - Any payment plan will be a court-ordered plan.
   - A resident with housekeeping standards will not be considered for transfer until he/she passes a follow-up inspection.

D. Incentive Transfers

1. Incentive transfers are offered to residents who have good rental histories and want to move to units other than those they currently occupy on a non-discriminatory basis.

   (a) Incentive transfers – AHA may occupy recently modernized and scattered site units through incentive transfers. Modernized units will be filled with incentive transfers, new applicants, or a combination of both in a manner that has the least impact on vacant units. It will be at the discretion of the Authority as to when an incentive transfer will occur.

(b) Resident requests for incentive transfers should be made to the Site Manager. Managers may also recommend a resident for an incentive transfer. To be considered for an incentive transfer, the following conditions must be met:

i. Resident must have lived in an AHA development for at least three years.

ii. No more than two repayment agreements, or unpaid balances at any time in the past two (2) years.

iii. No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.

iv. Good housekeeping record.

v. Good lease compliance record.

2. Incentive transfers are Category 3 Administrative Transfers.

3. No exceptions will be granted to good record requirements for incentive transfers.

4. AHA's failure to process or recommend an Incentive Transfer is subject to the Grievance Procedure.

E. Paying for Transfers

PHAs must bear the reasonable costs of transfers they initiate (demolition, disposition, revitalization, or rehabilitation) transfers required because the PHA lease obligations are not being met (building system failures, other emergency conditions the PHA is unable to repair with 24 hours), as well as the cost of all transfers associated with reasonable accommodation for residents with disabilities. Residents typically must bear the costs associated with occupancy transfers, incentive transfers, and all resident initiated transfers.

The reasonable cost of transfers includes not just the cost of packing, moving, and unloading, but also the cost of disconnecting and reconnecting any existing resident-paid services such as telephone and cable television.

1. Residents shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the Manager or Occupancy Department may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance if one is established by AHA. Reimbursement will not exceed the cost of the actual move. The hardship must be documented.

2. Transfers requested or required by AHA, including those for temporary relocation during lead hazard reduction work, and all transfers for reasonable accommodations will be paid for or made by AHA.

3. Families who have accepted a handicapped accessible unit who are required by their lease to move if a person with disabilities is in need of that unit pay for their own move to another Authority-assigned apartment. AHA may, at its discretion, provide some type of financial assistance in order to expedite the move but is not obligated to do so.

F. Transfer Procedures

1. To initiate a Recommendation for Transfer, the Site Manager, Reexam staff, or other designated staff must prepare the following information and submit it to the Occupancy Department:

i. A Recommendation for Transfer that states the reason(s) for the need to transfer, including the category of transfer.

ii. Documentation must be included. If the request is for reasons such as medical, physical accommodation, reasonable accommodation, etc., the resident must provide verifiable statement of need from a local physician, social worker, mental health worker, or other professional advocate. (Such information is confidential in nature and will be treated as such by the Authority.)

iii. The recommendation for transfer should include a statement of rent payment history, lease compliance history, and inspection history of the family consistent with the requirements of this policy.

a. The Occupancy Department will:

i. Prepare a monthly transfer list with all new requests received added to the list using the categories as specified above.

ii. Notify residents by letter of the pending transfers or approval or denial of their transfer request.

iii. Determine whether a vacancy is used for transfer or move-in.

iv. Maintain an up-to-date transfer list, showing all offers and transfers made, for audit purposes.

v. Notify residents with pending transfers as their name approaches the top of the list.

vi. Counsel and/or refer residents experiencing problems with transfers such as assisting hardship cases to find additional resources

vii. Participate in evaluation of requests for transfer based on recommendations from entities such as healthcare, mental health, and social work professionals, etc.

viii. Issue notice for transfer as soon as appropriate apartment is available. This notice will give the resident the move-in date and the transfer must be completed by that date.

ix. Process transfer documents to appropriate AHA staff (management, maintenance, etc.)

x. Participate in planning and implementation of special transfer systems for modernization and other similar programs.

b. Inspections of the current unit will be made and the resident will be charged for any damages above and beyond normal wear and tear. The Authority may use the Security Deposit for the current unit, which may or may not be adequate to fully cover the assessed charges. The resident will make a formal payment agreement to pay for the balance of any charges assessed and may be required to provide a new Security Deposit for the new unit.

c. A move-in inspection at the new dwelling unit will also be completed.

G. Security Deposits:

The resident's security deposit may be transferred to the new dwelling unit, except as in Section 6 below, provided AHA does not claim all or any part of the security deposit.

For families moving from a State dwelling unit to a Federal dwelling unit, or vice versa, the family will be required to pay the difference between the security deposit held by the Authority for their present unit and the new security deposit required for the unit to which they are being transferred. Payment arrangements can be made with the manager at the new development site. The security deposit held by the Authority, plus any accrued interest, will be transferred to the new unit, less any charges for damages. A complete reexamination of the family composition and income will be completed, which will result in a new reexamination date.

H. Miscellaneous:

a. In the case of a family being transferred under Category 1 or Category 2 Administrative Transfers, failure to accept the unit offered may be grounds for termination of the lease.

b. Tenants on the transfer list may refuse transfer offers for "good cause" reasons cited below without losing their position on the transfer list. Good cause includes:

- The unit is not ready on the scheduled move-in date;
- Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities where the resident has a child participating in such a program, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
- The family demonstrates that accepting the offer will place a family member's life, health, or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on the final application) or live-in aide necessary to the care of the principal household member;
- The unit has lead paint and the family has children under the age of seven;
- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move;

Residents may use the AHA Grievance Procedure if they are refused the right to transfer or if AHA is requiring them to transfer and they do not wish to do so.

G. <u>Right of Management to Make Exceptions</u>

This policy is to be used as a guide to insure fair and impartial means of assigning units for transfer. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. Management reserves the right to make exceptions to this policy, as circumstances require, consistent with applicable regulations of the Department of Housing and Urban Development. Transfer disputes are subject to the grievance procedure.

AHA will maintain and document all transfer requests in the resident's file in accordance with all proper verification procedures, the HUD regulations, and the HUD Occupancy Guidebook.

H. There are no rights of transfer to the North Albany Homes as this development, being a LIHTC program, is operated under its own financial and operational records. However, if a person on the AHA transfer list is also an applicant on the North Albany Homes waiting list and their name comes up for a determination of eligibility for a unit at the North Albany development, the transfer committee will be asked to provide all information relative to rent payment habits, lease compliance and general desirability of the household. This will be considered the "landlord reference" for the LIHTC application.

E. ABANDONMENT OF A UNIT

The AHA may take possession of the dwelling after resident has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that resident has abandoned the dwelling if resident is absent from the dwelling for a period of ten- (10) days, and resident has not notified AHA in writing in advance of an intended absence, or otherwise as provided in this Agreement. The following criteria will be used in determining if the unit has been abandoned:

a. Some or all of utilities have been turned off;

b. A dramatic reduction in utility/electric bills;

c. Repeated failure to contact the resident;

d. An excessive number of unclaimed notices or unclaimed mail at the unit.

e. Incarceration or sentencing of the head of household for more than 30 days;

f. No personal possessions remaining in the apartment.

g. Failure to pay rent.

h. Mail is returned from the post office indicating addressee unknown or similar.

If the Housing Authority has reasonable cause to determine that the unit has been abandoned, based on the above indicators, a 48-hour notice will be mailed to the unit, informing the resident that the AHA will enter the unit to inspect the unit. After inspecting the unit, a 10-day notice will be mailed to the resident's last known address and next of kin. Furthermore, the Housing Authority will post a ten- (10) day notice at the abandoned unit. The ten-(10) day notice shall inform the participant family of the Housing Authority's intention to terminate the lease and related actions. If the participant family does not respond to the notice within five days, the family's lease will be terminated and the Housing Authority will enter the unit to remove any remaining personal possessions. AHA may remove and dispose of any personal property, left in resident's dwelling or elsewhere on AHA property in accordance with New York State Statutes, after resident has abandoned the dwelling, with the reasonable cost of any storage, removal and/or disposal charged to resident or assessed against resident's security deposit, unless in AHA's sole discretion, it is determined that documentable conditions existed which prevented resident from occupying the dwelling.

F. COMMUNITY SERVICE AND FAMILY SELF-SUFFICIENCY

Overview

Community Service is defined as "the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community." Community Service is not employment and may not include political activities (24 CFR § 960.601).

The Community Service and Economic Self-Sufficiency requirements mandate that each non-exempt adult household member (18 years or older) shall either contribute eight hours per month of community service within their community, or participate in an Economic Self-Sufficiency program for eight hours per month. The requirements can also be met by a combination of eight hours of Community Service and participation in an Economic Self-Sufficiency program.

1. Policy Statement

   It is the policy of the Housing Authority to enhance and promote economic and social self-sufficiency. As such, the Housing Authority shall provide the following for the enhancement of the economic and social self-sufficiency of assisted families:

   - Targeting (mandatory): On an annual basis not less than 40% of dwelling units owned by the Housing Authority shall be occupied by families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.

   - Cooperation Agreements for Economic Self-Sufficiency (mandatory): The Housing Authority may enter into cooperation agreements with state, local, and other agencies providing assistance to covered families under welfare or public assistance programs. The cooperation agreements shall facilitate the administration of this policy and the sharing of information regarding rents, income, assistance, or other information that may assist the Housing Authority or welfare or public assistance agency carry out its functions. The Housing Authority shall also seek to include in cooperation agreements with welfare or public assistance agencies provisions to provide for economic self-sufficiency services within the properties owned by the Housing Authority, provide for services designed to meet the unique employment-related needs of residents, and provide for placement of workfare positions on-site.

2. WAGE Center – The Albany Housing Authority's WAGE Center program is designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, education, workfare, financial or household management, apprenticeship, or other activities as may be needed.

3. Community Service and Family Self-Sufficiency Requirement

   As a condition of initial and continued occupancy and where applicable, excluding residents under paragraph 4 below, each adult resident of the Housing Authority shall:

   a. Contribute eight (8) hours per month of community service (does not include employment and political activities) within the community in which that adult resides; or,
   e. Participate in an economic self-sufficiency program for eight (8) hours per month; or
   f. A combination of both that totals a minimum of eight (8) hours per month.

4. Exemptions

   Exemptions to paragraph 3 above shall be made for any individual who:

a. Is 62 years of age or older;

b. Is a blind or disabled individual defined under section 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1); 1382c) and who is unable to comply with this section, or is a primary caretaker of such individual;

c. Is engaged in a work activity (as such term is defined in section 407(d) of the Social Security Act (42 USC 607(d), as in effect on and after July 1, 1997)

d. Meets the requirements for being exempted from having to engage in a work activity under the state program funded under part A of title IV of the Social Security Act (42 USC 601 et seq.) or under any other welfare program of the state in which the public housing agency is located, including a state-administered welfare-to-work program; or,

e. Is in a family receiving assistance under a state program funded under part A of title IV of the Social Security Act (42 USC 601 et seq.) or under any other welfare program of the state in which public housing agency is located, including a state administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.

5. Annual Determinations

For each public housing resident, the Housing Authority shall, thirty -(30) days before the expiration of each lease term of the resident, review and determine the compliance of the resident with the requirement under paragraph 3 above. Such determinations shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

6. Noncompliance

If the Housing Authority determines that the resident subject to the requirement under paragraph 3 has not complied with the requirement, the Housing Authority shall notify the resident in writing of such noncompliance. The written notification shall state that the determination of noncompliance is subject to the administrative grievance procedure and that failure by the resident to enter into an agreement, before the expiration of the lease term, to cure any noncompliance by participating in an economic self-sufficiency program for, or contributing to community service, as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease, may be cause for lease termination.

The Housing Authority shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member subject to the requirement under paragraph 3 who has been determined to be in noncompliance with the requirement under paragraph 3 and has failed to attempt to cure the noncompliance.

7. Location of the community service or family self-sufficiency program

Adult residents subject to the requirement under paragraph 3 may participate in a community service or an economic self-sufficiency program at a location not owned by the Housing Authority.

The Housing Authority may provide a community service or an economic self-sufficiency program to meet the requirements of paragraph 3; however, the Housing Authority shall not substitute participation in community service or an economic self-sufficiency program for work performed by an employee of

the Housing Authority or supplant a job at any location at which community work requirements are fulfilled.

8. Treatment of Income Changes Resulting from Welfare Program Requirements

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. Decreases in Income for Failure to Comply

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

b. Fraud

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

The Housing Authority shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

e. Grievance

Any family affected by sections 8.a and 8.b above shall have the right to review the determination through the Housing Authority's grievance procedure.

f. HOPE VI/North Albany participants must participate in a self-sufficiency program under the HOPE VI rules (See part VII) and are not subject to this section.

G. Move-Ins and Move-Outs

G.1 Move-Ins – Residents may move into their dwelling units between the hours of 8:30 Am and 4:00 PM, Monday through Fridays, or at such other date and time as provided by the written authorization of the building manager.

G.2 Move-Outs – Residents who give the required 30-day written notice to vacate may move out between the hours of 8:30 AM and 5:00 PM, Monday through Fridays, or at such other date and time as provided by the written authorization of the building manager.

Residents may not move out before 8:30 AM and after 5:00 PM on any day and may not move out on holidays or Sundays unless provided by the written authorization of the site manager.

Residents will be responsible for the cost of any damages not due to normal wear and tear. Normal wear and tear shall include but not be limited to, *minor* floor and wall scuffs, loose door handles, other minor repairs that are needed due to age or normal use.

G.3 Charges – Residents will be charged labor cost per hour plus parts for damages not due to normal wear and tear. These may include but are not limited to broken windows, torn screens, holes in walls, floors, ceilings; authorized wall coverings such as paint, paper, paneling, etc.; damaged or disabled smoke, fire or other emergency alarms, damaged and/or dirty appliances; trash, garbage or other items left in the unit that AHA must dispose of, etc.

Security deposits will be applied to any charges assessed as a result of move-out damages if not used towards unpaid rent. Residents will be responsible for any and all charges to their accounts that are due and payable to AHA that are unable to be recovered as a result of an insufficient security deposit.

AHA may send tenant accounts with uncollected charges to a collection agency where the agency may elect to garnish wages or other earnings until the balance is paid in full.

Part V

FRAUD

A. FRAUD

If the AHA has reason to believe that a family may have (or had before participating in the public housing programs) committed fraud, bribery, or other corrupt or criminal acts the AHA will take action to determine whether there has been program abuse. Once the AHA determines that fraud has occurred and decides to terminate the lease due to fraud, the AHA will provide the family with a 30-day Notice to Evict. The AHA may require repayment by the family. Further, the AHA shall refer all fraud cases to the Albany Police Department, the Regional Inspector General for Investigation (RIGI) or to other local or state prosecutors with a copy to RIGI for investigation and possible criminal prosecution.

The Housing Authority considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered. Specifically:

1. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance and housing application for a minimum of three years.

2. If any examination of the tenant's file discloses that the tenant made any misrepresentation (at the time of admission or any previous reexamination date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the tenant may be required to vacate the apartment even though he/she may be currently eligible.

3. A tenant family who has made misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance.

4. If it is found that the tenant's misrepresentations resulted in his/her paying a lower Tenant Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the tenant remains in occupancy, but failure to pay under terms established by the Housing Authority shall always result in immediate termination of the lease. The Housing Authority reserves the right to demand full payment within seven days.

5. The Housing Authority shall report apparent cases of tenant or applicant fraud to the appropriate government agency. It shall be the policy of the AHA to press state and Federal authorities for prosecution of cases, which, in the Housing Authority's judgment, appear to constitute willful and deliberate misrepresentation.

Part VI

RENT POLICY

A. RENT POLICY

1. Minimum Rental Amount

The Housing Authority shall require families to pay a minimum monthly rental amount of $50. This minimum rent will not include any amount allowed for tenant-paid utilities. (Section 507 amending Section 3(a)(3) of the U.S. Housing Act)

2. Rent Collection

a. Rent is due on or before the first of each month and is considered late if not paid by the fifth (5th) day of the month. Residents shall be mailed a notice of rent due, including the due date. Rent may be pre-paid at any time.

b. A $10.00 late charge will be added to the monthly rental payment for any rent or portion thereof, not paid in a timely manner. The late charge will be assessed to the tenant account on the 15th of the month.

c. A 14-Day Notice of Termination will be served on the tenant on the sixth (6th) day of the month if rent is not paid. If the total rental payment due is not paid within the fourteen- (14) days, AHA will issue an unlawful detainer and file in court for all monies due and for possession of the unit. The court agreement will include resident payment of past due rent, late fees, and court-filing fees, other charges, and reasonable costs associated with the filing of the eviction. Should the resident fail to appear in court, the AHA will obtain a default warrant and issue the resident a 3-day notice to evict.

d. If a family is served four- (4) unlawful detainers within a twelve- (12) month period, their lease shall be terminated for chronic rent delinquency.

3. Payments After the Delinquency Date

The family may enter into a written agreement with the court to pay back all outstanding indebtedness, including unpaid maintenance charges and retro-rent, plus incurred charges. The option to enter into an agreement shall be solely at the discretion of the Court. Any such agreement must be mutually agreeable to the resident and the AHA. Should the family fail to make payments in accordance with the terms of the agreement to repay, the AHA shall obtain a warrant for eviction and serve the family a 72-hour notice to vacate the family. Should the AHA be required to enforce the terms of the lease agreement through legal action, all related court costs, attorney fees, plus any outstanding indebtedness, will be included in the judgment.

4. Retroactive Rent Charges

Retroactive Rent Charges will be assessed as defined by AHA policy.

5. Vacated Tenants With Balances

Vacated tenants will have thirty- (30) days from the date of the statement of Request for Refund to pay the account or make arrangements for payment. After the expiration of this time period, the Housing Authority will take action to garnish the wages of a working vacated tenant. Other vacated tenants will be reported to the Credit Bureau for collection processing.

6. Terms and Conditions of Payment of Security Deposits

Prior to lease signing, the Housing Authority must receive full payment of the security deposit, which shall be equal to one month's rent. Where the family moves in on other than the first of the month, the family will be expected to pay full rent and the full security deposit at the time of lease execution. The month following move-in, such family will be required to pay a pro-rated rent for the month of move-in.

Families who receive public assistance will be required to submit a Commitment to Pay Security Deposit letter, from the Department of Social Services. In such cases, the Housing Authority will file a claim for the security deposit within 45 days of the family vacating the unit for any past rent due or damage to the unit not attributed to normal wear and tear.

In properties designated for the exclusive occupancy by elderly, handicapped, or disabled persons, the AHA allows the keeping of pets only in accordance with the Housing Authority's Pet Policy.

7. Terms and Conditions of Other Charges in Addition to Rent

The resident agrees to pay for all repairs made to the unit due to resident damage or neglect**.** Charges are due and payable 14 days following notice. Such charges will be made based on actual cost of labor and materials.

In the event of damages discovered at move-out, the family's paid cash security deposit will be reduced by the amount necessary to execute repairs above "normal wear and tear". Any remaining balance will be refunded to the resident under the following conditions:

a. the resident leaves a forwarding address or makes arrangements to pick up the deposit in person;

b. the resident owes no other charges for excess utility consumption, late fees on rental payments, etc.;

c. the remaining balance will be paid within thirty- (30) days of move-out.

8. Exemption for Hardship Circumstances

The Housing Authority shall immediately grant an exemption from application of the minimum monthly rental amount to any family unable to pay such amount because of financial hardship, which shall include situations in which:

a. 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 Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;

b. The family would be evicted as a result of the imposition of the minimum rent requirement;

c. The income of the family has decreased because of changed circumstances, including loss of employment;

d. A death in the family has occurred.

If resident requests a hardship exemption and the Housing Authority reasonably determines the hardship to be of a temporary nature, an exemption shall not be granted during the 90-day period beginning upon the making of a request for the exemption. A resident shall not be evicted during the 90-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 Housing Authority shall retroactively exempt the resident from applicability of the minimum rent requirement for such 90-day period.

Requests for an exemption for financial hardship circumstances must be made to the Assistant Director of Development Operations who will consult with the manager. Evidence of hardship may be requested from the resident applicant.

9. Family Choice of Rental Payment

The Housing Authority shall provide two (2) rent options for any public housing dwelling unit owned, assisted, or operated by the Housing Authority:

a. Flat Rents: The flat rental amount for the dwelling unit shall be based on the rental value of the unit, as determined by the Housing Authority. Flat rents may be updated annually or as needed by AHA. Utility allowances are not applicable to families choosing flat rents; or,

b. Income Based Rents: The monthly rental amount shall not exceed (up to) 30% of monthly-adjusted income or 10% of the gross annual income. Income Based Rents shall not be less than the minimum rental amount.

10. Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay rent in the amount equal to the Flat Rent for the dwelling unit, the Housing Authority shall immediately provide for the family to pay rent in the amount equal to Income Based Rent during the period for which such election was made upon a determination that the family is unable to pay the amount determined because of financial hardship, including:

a. Situations in which the income of the family has decreased because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance;

b. An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; or,

c. Such other situations as may be determined by the Housing Authority.

Families switching rent determination method because of hardship circumstances shall be limited to one (1) rent switch within a twelve- (12) month period. Such rent switches are subject to interim reexamination provisions as detailed in this policy.

11. Encouragement of Self-Sufficiency

It is the policy of the Housing Authority to encourage and reward employment and economic self-sufficiency. As such, the Housing Authority will provide the following as incentives for employment and economic self-sufficiency:

a. Disallowance of earned income from rent determinations: When a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases, rent shall not increase for twelve (12) months after commencing work.

b. Disallowance of earned income from rent determinations, the rent payable by the family shall be increased due to continued employment of the family member, except that during the 12-month period beginning upon such expiration, the amount of the increase may not be greater than 50% of the amount of the total rent increase that would be applicable. (Rent may only increase by 50% of what it normally would during the next 12-month period.)

12. Treatment of Income Changes Resulting from Welfare Program Requirements

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. Decreases in Income for Failure to Comply

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

b. Fraud

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

The Housing Authority shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

e. Grievance

Any family affected by sections 12.a and 12.b above shall have the right to review the determination through the Housing Authority's grievance procedure.

Part VII

HOPE VI PROGRAM POLICY

HOPE VI
North Albany Re-occupation Policy

POLICY STATEMENT.

The purpose of this document is to set forth the Albany Housing Authority polices for the re-occupancy and future administration of the North Albany Homes, a Low Income Housing Tax Credit Property and HOPE VI development site.

These policies have been developed in order to achieve the following goals:

- Development and operation of a socially and financially sound housing community, which encourages and supports resident participation and involvement.

- Achievement and sustenance of occupancy goals that support the highest level of maintenance, security and management goals and objectives for the benefit of the community and its residents.

- Achievement of an economically and socially diverse community.

- To preclude admission or continued occupancy by applicants or residents whose habits, practices and customs have or reasonably may be expected to have a detrimental effect on the residents and/or community.

- Encourage a community that supports resident self-sufficiency initiatives.

The guidelines contained herein have been developed in accordance with the regulations and requirements of Section 42 and Section 142 of the Internal Revenue Code of 1986 as amended; the United States Department of Housing and Urban Development (HUD); the Fair Housing Act; the Fair Housing Act Amendments Act of 1988; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act; and state and local law.

I. GENERAL PROVISIONS AND DEFINTIONS

A. Definitions

Applicant: A person or household that is applying for admission to a residence in the development.

Administrative Relocations: The relocation of an initially qualified household from one unit to another may be necessary for a sound administrative reason. An example of this might include a fire in or condemnation of an occupied unit; or change in the number of persons in the household

causing the unit to no longer be of appropriate size for that family. In all circumstances, there will be no transfers within the development without the family being determined as a qualified new move-in, in accordance with all LIHTC program regulations. AHA reserves the right to relocate a family in need of an administrative transfer to another development in the AHA inventory or

Control Number: The number assigned to an application when the new development management office receives the application. The control number acts as a permanent identifying number for the applicant during the entire period in which the application is valid and pending. The control number does not indicate placement or position on a waiting list.

Disabled Family: A household whose head, spouse, or sole member is a person with disability as defined by HUD; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Elderly Family: A household whose head, spouse or sole member is a person who is 62 years of age or older; or two or more persons who are 62 years of age or older living together; or one or more live-in aides.

AHA: Albany Housing Authority

Head of Household: The household member who is legally responsible for the household. Both the head and spouse or other responsible adult shall sign the lease. All household members age 18 and older must sign all required LIHTC and HUD forms, including the lease, lease addenda, Tenant Income Certification form, etc.

HUD: The United States Department of Housing and Urban Development

Live-In Aide: A person who resides with one or more elderly person, or near-elderly persons, or persons with disabilities and who:

- Is determined to be essential to the care and well-being of the persons
- Is not obligated for the support of the persons; and,
- Would not be living in the unit except to provide the necessary supportive services.

PHA-Assisted Units: Refers to units that are subsidized under AHA's annual contributions contract with HUD. All of the PHA-Assisted Units must also meet the program definition of Low Income Housing Tax Credit units as further detailed below in the definition of LIHTC.

Low Income Housing Tax Credit (LIHTC): Refers to all units whose occupants must meet the eligibility standards of the LIHTC Program as set forth under Section 42 of the Internal Revenue Code of 1986, as amended, or as required by the tax credit agreement. For this particular development, all units are considered LIHTC units first, due to the financing structure of the development under the NYS approved Qualified Allocation Plan.

Program Preferences: Income category placement preference designed to achieve the income mixing goals of this plan. These preferences are also "local preferences" under HUD regulations at 24 C.F.R. Section 5.410.

Prior Resident: A person who was relocated from the former Edwin Corning Homes prior to its demolition and is granted rights under the Uniform Relocation Act and the Re-housing Policy adopted after consultation with the HOPE VI Tenant Advisory Committee.

Waiting List Position: The number indicating the application's potential position on the unit waiting list. A waiting list position does not assume that the household is qualified to move-in until all income, asset, and other screening measures have been completed and the a final determination has been made by management. This position will first be based on the Program preferences in regards to achieving the desired development housing goals as follows:

North Albany INCOME/APARTMENT SIZE RATIO

Percentages are based on Area Median Income for family size

ACC Units		below 30%	below 50%	below 60%	Total Units
1 bedroom		3	3	2	8
2 bedroom		30	25	7	62
3 bedroom		27	22	3	52
4 bedroom		4	4	4	12
	Total	**62**	**52**	**16**	**134**

Non ACC Units		**Below 60% upon entry**	
1bedroom		0	
2 bedroom		10	
3 bedroom		12	
4 bedroom		4	
	Total	**26**	**26**

II. APPLICATION PROCESS

Housing applications for the Development can be secured at Albany Housing Authority's main office; 200 South Pearl Street, Albany, NY 12202 (518) 445-0711 and at North Albany Homes Management Office located at 41 Jennings Drive, when the waiting list is opened for the application process.

III. North Albany Admission CRITERIA/PREFERENCES
(In descending order)

ACC UNITS

1. Gross household income equal to or less than 60% of the area median income and any other LIHTC qualification as required.
2. Local preferences as established by AHA policy.

3. Any remaining relocated former resident of NY 9-2 who is on the waiting list and is qualified.
4. Date and time of Application.

* 40% of all vacant ACC units annually will be filled with households whose incomes are equal to or less than 30% of the Area Median Income (AMI).

NON-ACC UNITS

1. Gross household income equal to or below 60% area median income.
2. Relocated former 9-2 residents who agree to be interviewed by a designated review panel and are approved to continue the process of qualifying for an apartment and:
   a.) Possess a Section 8 Voucher.
   b.) Are participating in the Family Self Sufficiency Program.
   c.) Have a Family Self Sufficiency Program escrow account.
3. Relocated former 9-2 residents who agree to be interviewed by the HOPE VI Review Panel and:
   a.) Possess a Section 8 Voucher.
   b.) Are participating in the Family Self Sufficiency Program.
4. Relocated former 9-2 residents who agree to be interviewed by the HOPE VI Review Panel and:
   a.) Possess a Section 8 Voucher.
5. Local Preferences.
6. Date and time of Application.

In the event that all criteria of two or more applicants is equal in the case of application for ACC and NON-ACC UNITS, the date and time of application will serve as the determining factor.

IV. REVIEW PANEL.

The purpose of the review panel is to further screen potential residents of the Development to ensure that they are amenable to the goals of the Resident Self Sufficiency and further ensure that admission is precluded to those candidates whose habits, practices and customs are not consistent with the goals of the Development.

A. Review Panel may consist of:
   1. Development Manager
   2. Self Sufficiency Coordinator
   3. Tenant Advisory Committee Member
   4. Executive Director's Designee*(If requested)

V. APPEAL.

A. Written Notification

Upon notification of denial for housing in the Development by written notice, the applicant will be given fourteen (14) days (excluding weekends and federal holidays) from the receipt of notice of denial to submit a written request an appeal of the decision.

Written requests for appeal should be mailed to the following address:

Property Manager
41 Jennings Drive
Albany, NY 12204

B. Review by Executive Director

The Executive Director of the Albany Housing Authority or his/her designee will review all appeals. Members of the original review panel will be prohibited from participating in the appeal process. The Executive Director's decision will be final and will be based on the rules and regulations of the LIHTC program.

C. A written decision will be rendered no more than 30 days after the receipt of the appeal request.

ADDENDUM A

ALBANY HOUSING AUTHORITY
ADDENDUM TO LEASE
AFFORDABLE HOUSING PROGRAM REQUIREMENTS
LOW INCOME HOUSING TAX CREDIT

This Addendum is attached to and incorporated by reference in Part I of the Residential Lease Agreement (the "Lease") between the undersigned Tenant for the purpose of modifying certain terms and conditions of the Lease. The parties agree that if any terms of the Lease and this Addendum are inconsistent, the term set forth on the Addendum will govern.

OVERVIEW OF PROGRAM - TENANT OBLIGATIONS

This apartment complex is operated in accordance with the requirements of the Low-Income Housing Tax Credit Program ("Credit Program") governed by Section 42 of the Internal Revenue Code ("Code"). The Credit Program provides for a specific maximum monthly rent, which may be charged for apartments in this complex, which amount is subject to annual adjustments based upon median incomes as determined by the Department of Housing and Urban Development ("HUD"). The Credit Program also requires that the apartments in this complex be leased to "Qualified Households", as defined by Section 42 of the Code. As condition of occupancy of this apartment complex you agree to provide the Management Agent, on an annual basis, and as may be requested from time to time, with information necessary to determine and verify compliance with Credit Program guidelines. Such information shall include income verification and identification of family members occupying the apartment, including their name, birth date, social security number and other eligibility information required under the Credit Program. The provision of this information is a substantial and material obligation of tenants at this complex and failure to provide this information, provision of false information and/or failure to meet the eligibility requirements described herein, shall result in termination of this lease.

INCOME LIMITS (APPLICABLE TO MIXED INCOME PROJECTS ONLY)

Under current Credit Program requirements, a tenant's income is allowed to increase up to 140% of the current applicable income limit established by HUD and still remain income eligible to live in this apartment complex. If a tenant's income increases above 140% of the maximum allowable income under the Credit Program the Management Agent may:

b. Increase the tenant's rent upon thirty -(30) days written notice to the applicable market rate, causing tenant's apartment to be non-Credit Program qualified, if applicable,

RENT LIMITS

If it is determined by the Management Agent that a tenant's apartment has becoming ineligible for the Credit Program due to the tenant paying more than the maximum amount of rent (including utilities) allowed under the Credit Program, the Management Agent shall pay the tenant the amount of the excess. If the tenant to whom such reimbursement is owed is no longer an occupant of the apartment complex. The Management Agent shall use its best efforts to locate the tenant for the purpose of reimbursing the excess rent.

CHANGES IN TENANT INCOME, HOUSEHOLD MEMBER ETC.

As a tenant of this apartment complex, you have been certified as being income and credit Program eligible and have signed an Income Certification Form attesting to your income eligibility. As a condition of your continuing occupancy of this apartment complex you must **immediately** notify the Management Agent of any changes to your current household status. Such changes may include, but are not limited to, changes in:

a. Household members,
b. Income or assets,
c. Full-time student status,
d. Need for a live-in care attendant, and
e. Receipt of federal subsidized rental assistance.

You are hereby advised that occupancy of an apartment in this complex by a new household member is subject to that individual's eligibility to live in the complex under Credit Program requirements. A new occupant's eligibility must be certified to prior to such occupant moving into the apartment complex.

IN WITNESS WHEREOF, the undersigned have duly executed this Addendum or caused it to be duly executed as of the date of the lease to which it is attached.

LANDLORD	TENANT (S)
_____	_____
Signature	Signature
_____	_____
Print Name	Signature
	_____
	Signature

ADDENDUM B

North Albany Rental Homes
Self-sufficiency Contract of Participation

A CONTRACT OR PLEDGE TO BE EXECUTED BY THE RESIDENT (S).

This Self-sufficiency Contract of Participation for the North Albany Self-sufficiency Program is between the Albany Housing Authority (AHA)

and _____resident(s).

Purpose of Contract:

The purpose of this contract is to state the rights and responsibilities of the resident(s) and Albany Housing Authority, the resources and supportive services to be provided to the resident(s), and the activities to be completed by the resident(s).

Term of Contact:

This contract will be **effective** on:_____
This contract will **expire** on:_____

Resources and Supportive Services:

During the term of this Contract of Participation, the Albany Housing Authority will try to provide the resources and services listed in the individual training and services plans. If the resources and services are not available, the AHA will make a good faith effort to substitute other resources and services. However, in the event specific services are not provided, the AHA can not be held responsible, and the resident can not be held responsible for compliance to their obligations under the Individual Service Plan (ISP) effected by services not being reasonably provided.

Resident(s) Responsibilities:

- All resident(s) must comply with the terms of the AHA lease agreement.
- Seek and maintain suitable full-time employment with benefits before and after completion of the job training program or educational programs listed in the individual training plan.
- Complete the Individual Service Plan (ISP) activities within the timeframes listed for each.
- If already employed, seek to upgrade **(increase in earned income)** employment status within organization or company when opportunities become available.
- Provide all available information pertaining to the HOPE VI self-sufficiency goal completion. This may include information regarding employment, job interviews, training, educational attendance and other self-sufficiency services and activities.
- Engage in a minimum of 8 hours of volunteer service per month unless you are: (1) employed; (2) an unemployed elderly resident; or (3) a disabled resident with a doctor's statement.

- Pay rent in a timely manner to avoid receipt of a warrant.

- Keep all school age children regularly in school.
- Avoid any and all conflicts with other residents and AHA staff.
- Refrain from any and all criminal activities.

Termination of the Contract of Participation due to non-compliance with Individual Service Plan

- The North Albany self-sufficiency contract will be terminated and no additional supportive services will be provided due to non-compliance.

- A resident(s) who fails to be compliant with the Contract of Participation will be required to relocate from the new housing development. A comparable housing unit at another Albany Housing Authority development will be offered to such resident(s) required to relocate. All relocation expenses will be borne by the resident(s).

Hearing Procedures

Resident(s) will be given written notice of any decision to terminate North Albany Self-Sufficiency contract and this notice will state the reasons for Contract of Participation termination. Each resident(s) has the right to request an appeal within (10) days of receiving a North Albany self-sufficiency Contract termination letter. The opportunity for a hearing will be available before termination will occur. The informal hearing will be conducted by a person designated by the Albany Housing Authority and but other than the person who made the decision to terminate the Contract of Participation. The person who conducts the hearing will issue a written decision stating the reasons for the decision within ten (10) days after the hearing is held. A copy will be provided to the resident(s).

Individual Service Plan (ISP)

As a participant in the North Albany self-sufficiency program, the resident or residents are required to work with your assigned case manager to complete the individualized service plan. Interim and final goals **must** be developed and agreed upon by the resident(s) and the Case Manager assigned. This ISP plan will become part of the Contract of Participation signed by the resident(s) and the Albany Housing Authority case management staff.

Modification of Contract of Participation

The Contract of Participation can be modified with respect to the ISP. The case manager will be in contact with the resident(s) on a regular basis to discuss progress or barriers towards achieving targeted goals and any service modifications necessary to do so. The designated head of household must report at all times all changes in household composition. In addition, he/she must also report any other circumstances, which may delay or prevent the resident(s) from achieving the goals set forth in each participant individual service plan.

Self-Sufficiency Review

The head of household or resident with an ISP has the responsibility to report to the case manager any and all interim and final goal progress made on a monthly basis. The case manager will also contact resident(s) in advance by writing to arrange a scheduled meeting time for review. All resident(s) **must** comply with ISP reviews.

Resident(s) Rights

1) Considerate and Respectful Service

The right to receive considerate and respectful treatment with recognition of your dignity and individuality.

2) To Be Informed

The right to be involved in deciding what services you will receive, the method for obtaining these services and the reasons why a service may not be provided.

3) Reasonable Response

All residents have the right to a response by AHA case manager within ten (10) business days of the request for services.

4) Non-Discrimination

The right to services without regard to race, color, religion, national origin, sex, family status or handicap.

5) Confidentiality

The right to confidential treatment of case records except as otherwise provided by the law. Resident(s) will be requested to sign an appropriate consent form, should there be a need for a release of information contained in your case record or the North Albany self-sufficiency program staff to obtain information regarding your case from an outside agencies.

6) Accessibility to Your Case Record

Resident(s) have the right to review a case record as it relates to documents bearing resident's signature contained within it.

I have received, read and understand the North Albany self-sufficiency program participant rights and responsibilities under this Contract of Participation. I agree to abide by the rules and I understand that, if I fail to do so, my participation in the North Albany self-sufficiency program may be terminated and I may required to relocate from this housing development.

_____ _____/ _____/ _____
Designated Head of Household **Date**

_____ _____/_____/_____
Household Member **Date**

_____ _____/_____/_____
Household Member **Date**

_____ _____/ _____/ _____
Albany Housing Authority Staff **Date**

Attachment to Addendum B

Apartment Number_____

RIDER TO RESIDENTIAL LEASE FOR SUBSIDIZED APARTMENTS

This rider is an attachment to and is an integral part of "Residential Lease", which is the signed lease form between Albany Housing Authority and the resident(s) to which this rider is attached, and the term "Lease" means the residential lease and this rider. All terms defined in the Residential Lease but not separately defined in this Rider shall have the same meaning in this Rider as in the Residential Lease. In the event of any inconsistency between the Residential Lease and this Rider, the provisions of this Rider will prevail.

WITNESSETH:

Self-Sufficiency Plan

1) Resident(s) has entered into a Contract of Participation for the North Albany Self-Sufficiency Program with the Albany Housing Authority (AHA) dated_____(the "Contract"). A copy of which is attached to the Lease. The terms of the Contract are hereby incorporated into the Lease, and to the extent of any inconsistency between the Lease and the Contract, the provisions of the Contract shall control.

2) Resident(s) acknowledge and agrees that the that the Lease shall automatically terminate and resident(s) shall be relocated to an alternative public housing unit within one of the residential facilities of AHA, to be determined by AHA in its sole discretion, in the event that the Contract of Participation is terminated.

By our signature(s) below, we acknowledge that the provisions of this have been thoroughly explained to us. We have had the opportunity to have all questions we may have about this Rider answered and we do hereby agree to be bound by its provisions and conditions as written with full and complete understanding and knowledge as to the meaning of its terms and conditions.

_____	_____
Resident Signature	Date
_____	_____
Resident Signature	Date
_____	_____
Resident Signature	Date

ADDENDUM C

This Addendum is attached to and incorporated by reference in Part I of the Residential Lease Agreement (the "Lease") between the undersigned Tenant for the purpose of modifying certain terms and conditions of the Lease. The parties agree that if any terms of the Lease and this Addendum are inconsistent, the term set forth on the Addendum will govern.

NORTH ALBANY DEVELOPMENT RULES AND REGULATIONS

- No dogs or other animals or pets of any type shall be kept in or brought by visitors upon the premises (service animals excepted), except in accordance with the Authority's pet policy, where applicable.
- No nails, bolts, screws or holes shall be placed in walls, floors, doors or trim of the apartments. Pictures and wall hangings shall be affixed only with hardware pre-approved by the management.
- No flammable materials (gasoline, lighter fluids…etc) shall be kept in the apartments or the development.
- Residents will supply all replacement light bulbs. If the management supplies the light bulb, the resident will pay for the cost of the bulb.
- No laundry shall be hung outside or on the apartment building. Clotheslines are not permitted.
- Resident installed washers and dryers must be inspected by the management to ensure adequate installation. The resident is responsible for any damage caused by an incorrectly installed or defective washer or dryer.
- The laundry room is for resident use only. No resident under the age of 18 years is allowed in the laundry room unless accompanied by an adult.
- No window-installed air conditioners are permitted.
- Resident shall not paint, wallpaper, remodel, add to, reconstruct or demolish and/or change, and agrees not to make or have any additions or alterations made in or to the apartment or premises without the prior written consent of the management. The use of contact paper is not permitted. Ceiling fans are not permitted.
- Satellite dishes, radial antennae and other exterior attachments are not permitted.
- Active sports, such as running, baseball, football…etc shall be confined to those areas designated by the management for such purposes.
- Locks shall not be changed, altered or replaced by the resident. Safety chains with locks are not permitted.
- Vehicles – No inoperable, uninsured, uninspected or unregistered vehicles are allowed on the premises. No vehicle repair such as changing oil, changing tires, draining engine fluids, or vehicle painting is allowed on the premises.
- No Vehicles, including trailers and recreational vehicles shall be parked on the front or back lawns.
- Outdoor grills are permitted on the back yard patio only.
- Waterbeds are not permitted.
- Electric heaters and kerosene heaters are not permitted on the premises.
- Residents shall supervise the activities of their children.

These rules and regulations may be amended as deemed necessary by the management for the continued effective operation of the development.

I/We, the undersigned, agree to comply with the aforementioned rules and regulations.

_____	_____
Resident Signature	Date
_____	_____
Resident Signature	Date

APPENDIX A

INCOME LIMITS

INCOME LIMITS ARE PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND MAY BE REVISED ANNUALLY. ANNUAL UPDATES WILL BE AUTOMATICALLY INCLUDED IN THIS POLICY WITHOUT PRIOR RESIDENT NOTICE. INCOME LIMITS WILL BE POSTED AT ALL MANAGEMENT OFFICES AND AT THE CENTRAL ADMINISTRATIVE OFFICE OF THE AUTHORITY AT ALL TIMES.

HUD Published Income Limits – Effective February 2004				
# Of Persons in Household	**Extremely Low Income (30% of Area Median Income)**	**Very Low Income (50% of Area Median Income)**	**IRS Section 42 Low Income Housing Tax Credit Program (60% of the Area Median Income based on 50% of HUD published income limit)**	**Low Income (80% of Area Median Income)**
1	**13,150**	**21,900**	**26,280**	**35,050**
2	**15,000**	**25,050**	**30,060**	**40,050**
3	**16,900**	**28,150**	**33,780**	**45,050**
4	**18,800**	**31,300**	**37,560**	**50,100**
5	**20,300**	**33,800**	**40,560**	**54,100**
6	**21,800**	**36,300**	**43,560**	**58,100**
7	**23,300**	**38,800**	**46,560**	**62,100**
8	**27,800**	**41,300**	**49,560**	**66,100**

36 NY 1 ALBANY COUNTY HUD MSA CODE 160 Albany-Schenectady-Troy Area Median Income $59,800 (4-person AMGI); 4-person Very Low Income Limit is $29,900

- By statute, family size adjustments are required to provide higher income limits for larger families and lower income limits for smaller families.
- Income limits for families with more than eight persons are not included because of space limitations. For each person in excess of eight, 8 percent (8%) of the four-person base should be added to the eight-person income limit. (For example, the nine-person limit equals 140 percent (132 + 8) of the relevant four-person income limit.) All income limits are rounded to the nearest $50 to reduce administrative burden.

The above income limits are effective as of 02-20-2004 for the Albany-Schenectady-Troy Statistical Area of Albany County.

APPENDIX B

UTILITY ALLOWANCES

UTILITY ALLOWANCES
EFFECTIVE 7/1/2003

BDR	NY 9-1	NY 9-3	NY 9-11	NY 9-12	NY 9-12	NY 9-21	NY 9-28
				(Regular)	(Large)		
0		$26					
1	$33	$33					
2	$44	$44	$130	$119	$134		
3	$54		$161	$146	$161		$150*
4	$67		$197	$179	$194	$187	
5			$223	$200	$215		

* Effective January 2003

North Albany NY 9-23, 24,25 26 Rates Effective July 1, 2002	
1 bdr.	$84
2 bdr.	$102
3 bdr.	$127
4 bdr.	$144

No change to North Albany allowances for the 2003-2004 fiscal year

Pieter Schuyler Court NY 9-22	
4 bdr. Single family	$150

Effective November 2003

Nutgrove NY 9-27	
1 bdr.	$90
2 Bdr.	$119

Effective November 2003

APPENDIX C

GRIEVANCE PROCEDURE

ALBANY HOUSING AUTHORITY
- GRIEVANCE PROCEDURE -

The Albany Housing Authority finds it necessary from time to time to send out a notice to vacate premises for reasons other than non-payment of rent. Tenants who receives a notice to vacate under these circumstances has the right of disclosure that allows the tenant to request and to review all documents relevant to the specific reason(s) for the notice of vacate. Such documents and these records may be copied at the tenant's expense. The Authority will provide the first five- (5) pages of copy free of charge; however, the complainant must pay five cents per page copy thereafter at the time the copies are made.

The U.S. Department of Housing & Urban Development (HUD) has determined that due process protections afforded in the State of New York satisfy the requirement of a grievance hearing, one will not be made available by the Housing Authority for an eviction or termination of tenancy based upon the following:

a) Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of Albany Housing Authority; and / or off such premises.

Grievance or Complaint

Any dispute with respect to Albany Housing Authority action or failure to act in accordance with lease requirements, or any Albany Housing Authority action or failure to act, involving interpretation or application of the Albany Housing Authority regulations, policies or procedures which affects the rights, duties, welfare or status of the complainant.

Elements of Sound Grievance Procedures

1. Simple
2. Independent
3. Unified
4. Neutral
5. Fair
6. Guarantees Due Process

Elements of Due Process

1. Adequate notice to all parties of hearing date, time and procedure.
2. Reasonable timing
3. Reasonable accommodation
4. An impartial decision maker
5. Right of both parties to representation
6. Right of both parties to present evidence
7. Right of each to question evidence presented
8. Decision made strictly and solely on the basis of evidence of record.

GRIEVANCE HEARING PROCEDURE

First Stage

The Submission of a Written Complaint

A Complainant shall be given an opportunity for a hearing with an impartial individual if he/she files a written complaint within ten (10) business days after the alleged grievance, incident, adverse action or failure to act has occurred. Due consideration will be given to any tenant with a disability or handicap that prevents a written request for a hearing. The Authority shall include in its lease termination notice the time period in which the tenant has to request a hearing.

If Complainant is a resident of Albany Housing Authority, the written grievance must be mailed to Executive Director of the Albany Housing Authority.

The written notice shall include a description of the alleged incident, condition, adverse action, or failure to act, where the incident occurred, if applicable, the date of the incident and who was involved. The Complainant shall also state what action is sought from the Authority.

The Complainant at his/her own expense shall retain a copy of the Grievance request. The Grievance should be dated and time of receipt noted upon its receipt at the development office or at the Central Office.

Informal Settlement

During the period of presentation of a complaint, a grievance may be informally discussed with management in an effort to settle the complaint without a hearing. If this occurs, all relevant information pertaining to a settlement must be documented in writing and signed by both parties. The summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the tenant and one copy will be retained in the tenant's file. The summary shall specify the names of the participants, dates of meetings, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied. The informal settlement is not applicable to cases of lease terminations for activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Housing Authority or criminal and/or violent or drug-related criminal activities as stated in paragraph 3 of “Basics of Grievance Procedure”.

Second Stage

The Request for a Hearing

A written reply, or a reply in a suitable format, to the grievance shall be issued by the appropriate officials within the lesser of ten (10) business days of receipt of notice or (12) twelve days of the mailing date. A copy shall be retained for files. The reply shall specify the proposed action to the complainant and the reason(s) therefore; the right of the complainant to a hearing and the procedure by which a hearing may be obtained.

Should the Complainant be dissatisfied with the reply he/she may request a hearing, in writing. Again, due consideration will be given a tenant who is unable to supply a written request due to a disability or handicap. This request must be made in writing within ten (10) business days of the dated reply and presented to the resident's manager or the Executive Director.

A hearing shall then be scheduled promptly. The complainant shall be informed in writing, or other suitable format, of the location, date and time of the hearing.

If the complainant does not request a hearing within the time period allowed, he/she then forfeits his/her rights to the hearing and the Albany Housing Authority's proposed action of the grievance becomes final. This shall not prevent the Complainant from contesting the Authority's decision regarding the grievance in a appropriate judicial (court) proceeding.

Hearing Officer

The Hearing Officer will be selected by lottery from a pool of pre-screened community and not-for-profit leaders who have indicated a willingness to serve as a hearing officer. Additionally, the Authority will endeavor to work with tenant leaders to perform outreach to identify the Hearing Officer applicant pool. Each potential hearing officer's name will be submitted to all resident organizations for comments. This list will be updated and comment solicited as names are added to the pool. If there occurs any time at which no one on the list is available, the Authority will appoint an impartial employee to serve as the hearing officer. At no time will the appointed employee be the person who made the decision regarding the adverse action or a subordinate of that person.

Stage Three

The Hearing Procedure

A. All parties shall be entitled to a fair hearing before a Hearing Officer and may choose to be represented by counsel or another person as a representative.

B. The Hearing shall be private unless the Complainant requests and the Hearing Officer agrees to a public hearing. This shall not limit attendance by persons with a valid interest in the proceedings.

C. The Complainant may examine before the hearing and at his/her own expense, copies of all documents, records and regulations of the Albany Housing Authority that are directly related to the specific reason(s) for such hearing. If, after the Complainant has requested documentation in advance of the hearing, and if this documentation is not made available at the time of the hearing, the Albany Housing Authority may not rely on said documentation as evidence at the hearing.

D. All hearings will be recorded (may include tape-recorded), for the purpose of an accurate transcript of the hearing procedures. The Complainant may request, in advance of the hearing date, a copy of the hearing record at his/her own expense.

E. If a Complainant fails to appear at a hearing without justifiable reason, the Hearing Officer may make a determination that the Complainant has waived his/her right to a hearing. However, this determination by the Hearing Officer shall not constitute a waiver of the Complainant's right to contest the Albany Housing Authority's decision of the grievance in an appropriate judicial proceeding.

F. At the hearing, the Complainant is required to present his/her evidence first. The burden of proof is then on the Albany Housing Authority to justify the action or inaction proposed in reply to the Complainant's grievance. The Complainant may then present evidence and

arguments in support of his/her complaint. Evidence relied on by the Albany Housing Authority may be disputed and cross-examined by the Complainant. Hearings conducted by the Hearing Officer shall be informal. The Complainant may present additional evidence to the Hearing Officer that only relates to the alleged grievance.

Fourth Stage

Decisions of the Hearing Officer

A. The decision of the Hearing Officer shall be based solely and exclusively upon the facts presented at the hearing and upon applicable Albany Housing Authority policy and HUD regulations. The decision of the Hearing Officer shall be final.

B. If both parties reach an agreement prior to a hearing date, the parties shall prepare a proposed decision and shall submit the proposed decision to the Hearing Officer for consideration.

C. The Hearing Officer shall prepare a written decision, including a statement of findings and conclusions, as well as reasons on all material issues raised by both parties. This shall be done within a ten- (10) day period after the date of the hearing. Copies of the decision shall be mailed or delivered to the parties involved.

D. The written decision of the Hearing Officer with all names and identifying references deleted, shall also be maintained on file by the Albany Housing Authority and made available for inspection.

E. Any judicial decision or related settlement pertaining to the decision of the Hearing Officer shall also be maintained on file by the Albany Housing Authority and made available for inspection.

F. If the decision is in favor of the Complainant, the Albany Housing Authority shall promptly take all actions necessary to carry out such decision or refrain from any action prohibited by such decision unless the Board of Commissioners of the Albany Housing Authority determines and notifies the Complainant in writing, within 30 days, that the Hearing Officer has acted arbitrarily or exceeded his/her Authority. In such event, the Hearing Officer's decision may be judicially reviewed.

Fifth Stage

Appeals from the Hearing Officer Decision

(a) The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the PHA. The PHA 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 PHA 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 PHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the PHA Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

1. The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease on PHA regulations, which adversely affect the complainant's rights, duties, welfare or status;

2. The decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contribution Contract (ACC) between HUD and the PHA.

(c) A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

B.Sixth Stage

Notice to Vacate Premises

If the Hearing Officer decides in favor of the Albany Housing Authority's proposed action, the Authority will send in writing, a formal Notice of Vacate with a specified date. When such Notice to Vacate is given to the resident, he/she must be informed in writing that:

A. If he/she fails to vacate the premises by the specified date, appropriate judicial action will continue against the tenant.

B. If the suit is brought against a tenant, she/he may be required to pay court costs and attorney fees incurred.

C. If he/she chooses to contest the legal action, the Albany Housing Authority must prove that the reason(s) for eviction is/are for good cause under the applicable law, rules and regulations.

APPENDIX D

"ONE STRIKE AND YOU'RE OUT" POLICY

ONE STRIKE POLICY
ADDENDUM TO PUBLIC HOUSING
ADMISSIONS AND OCCUPANCY POLICY

I. PURPOSE

Public and other federally assisted housing is intended to provide a place to live and raise families—not a place to commit crime, use or sell drugs or terrorize neighbors. It is the intention of the Albany Housing Authority (hereinafter referred to as "agency") to fully endorse and implement a policy, which is designed to:

1. create and maintain a safe and drug-free community;

2. keep our residents free from threats to their personal and family safety;

3. support parental efforts to instill values of personal responsibility and hard work;

4. maintain an environment where children can live safely, learn and grow up to be productive citizens; and

5. assist families in their vocational/educational goals in the pursuit of self-sufficiency

II. ADMINISTRATION

1. All screening and eviction procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or other legally-protected groups, and not to violate right to privacy.

2. To the maximum extent possible, the agency will involve other community and governmental entities, as well as resident organizations, in the promotion and enforcement of this policy.

3. This policy will be posted on the agency's bulletin board and copies made readily available to residents and /or applicants on request.

C. SCREENING OF APPLICANTS

1. In an effort to prevent future violent, drug-related and criminal activity as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees, this agency will endeavor to screen applicants as thoroughly and fairly as possible.

2. Such screening will apply to all members of the household who are 16 years of age or older.

3. Pursuant to the Housing Opportunity Program Extension Act of 1996 a criminal history report will be obtained from the Albany Police Department according to the following procedure:

    a. For all applicable household members, the agency will submit to APD name, sex, race, and date of birth and social security number.

    b. Based on the identifiers submitted, APD will provide the agency with any criminal history conviction record information and outstanding warrants that are found on the APD Computerized Criminal History database in Albany.

c. APD will also search the National Crime Information Center (NCIC) for criminal information outside of Albany. If a record exists, APD will notify the agency that such information was found, but will not provide the agency with a copy of the information.

d. If the person disputes or contests the criminal history report received by the agency, this agency may at this time determine that a fingerprint check is necessary.

e. In no case will the applicant be charged for the cost of criminal history checks.

4. If information is revealed in the criminal history record that would cause the agency to deny housing to the household, the agency shall provide a copy of the record to the person for whom the record was received.

5. If the person disputes the information, he/she shall be given an opportunity for an informal hearing according to the agency's hearing procedure outlined in the Admissions and Occupancy Policy.

6. Evidence of violent, drug-related and/or other criminal activity which would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees shall be considered grounds for denial of housing. Drug-related activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance.

7. Reasonable cause (e.g., information from criminal history report, information from former landlords or neighbors) to believe that a person's pattern of alcohol abuse would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees shall also be considered grounds for denial of housing.

8. In both 6 and 7 above, the agency may waive its policy of prohibiting admission if the person demonstrates to the agency's satisfaction that he/she is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:

   a. has successfully completed a supervised rehabilitation program;

   b. has otherwise been rehabilitated successfully; or

   c. is currently participating in a supervised rehabilitation program.

9. Persons evicted from any Public Housing, Indian Housing, Section 23 or any Section 8 Housing Program because of violent, drug-related, or criminal activity are ineligible for admission to public housing for a three (3) year period beginning on the date of such eviction. This may be waived if:

   a. person demonstrates successful completion of a rehabilitation program approved by the agency; or

   b. the circumstances leading to the eviction no longer exist. (e.g., the individual involved in drugs is no longer a household member because of incarceration.)

10. In evaluating evidence of negative past behavior, the agency will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or he likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

11. If, at any time during occupancy, the agency has reasonable cause (e.g., newspaper articles, credible informants, police reports) to believe that a household member is engaging in violent, drug-related or

other criminal activity, which would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees, the agency may run a subsequent criminal check on that household member.

12. The agency will also order a criminal history on any individual or individuals age 16 years or older who are added to the lease after initial occupancy.

13. By law, the housing authority must permanently deny housing and housing assistance to the any person or persons who have:

    a. permanent sex offender status (required registry under NYS law).
    b. felony conviction for the manufacturing or otherwise production of methamphetamines on the premises under Federal or State law.

14. Records Management

    a. All criminal reports received will be maintained confidentially, not misused, or improperly disseminated, and the utmost security will be maintained.

    b. All criminal reports, while needed, will be housed in a locked file with access restricted to individuals responsible for screening and determining eligibility and to the Executive Director.

    c. Misuse of the above information by any employee will be grounds for termination of employment.

    d. If the applicant is determined to be eligible, the criminal history report shall be shredded as soon as the applicant is housed. If the applicant is denied housing, the criminal history report shall be shredded immediately upon completion of the hearing or due process procedures and a final decision has been made.

    e. The agency will document in the applicant's file the circumstances of the criminal report and the date the report was destroyed.

B. ENFORCEMENT THROUGH EVICTIONS

1. The provision of this policy shall also be reflected in the terms and conditions of the lease agreement for all residents of public housing. The agency shall enforce this 'one-strike" policy with a "zero-tolerance" position with respect to violent, drug-related and/or other criminal activity which would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees. Such activity shall be grounds for immediate termination of the lease and eviction.

    a. Such activity by a household member shall be grounds for eviction, whether committed ON OR OFF THE PREMISES of the agency.

    b. Such activity by a guest of the household may also be grounds for eviction of the household if such activity occurs ON THE PREMISES of the agency.

    c. Since eviction is a civil, not criminal matter, a criminal conviction or arrest is not necessary in order to terminate a lease and evict a household; but, the agency shall be responsible for producing evidence strong enough to warrant eviction.

2. A pattern of alcohol abuse, which poses a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or agency employees, shall also be considered grounds for immediate eviction.

3. According to Due Process Determination of the Department of Housing and Urban Development, the agency's Grievance Procedure is not applicable for:

   c. evictions related to <u>any</u> activity, not just criminal activity, which would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, including violent activity; or

   d. evictions related to any drug-related criminal activity ON OR OFF agency premises, not just "on or near" the premises.

   e. evictions related to a discovery of permanent sex offender status (required registry under NYS law). Such persons will be permanently barred from any housing assistance from the Housing Authority.

   f. Evictions related to a discovery of felony conviction for the manufacturing or otherwise production of methamphetamines on the premises under Federal or State law. Such persons will be permanently barred from any housing assistance from the Housing Authority.

APPENDIX E

(Pet Policy)

ALBANY HOUSING AUTHORITY

PET POLICY

1. Purpose

In compliance with Section 526 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority sets forth the following reasonable restrictions to residents who wish to keep a common household pet in their unit. Residents failing to adhere to these requirements will face lease termination.

a. Common household pets are restricted to:

Birds – including canary, parakeet, finch and other species that are normally kept caged; Large birds such as parrots, cockatoos, macaws, and fowl (chickens, ducks, geese, turkey, etc.) are prohibited birds of prey are prohibited.

Fish – Tanks or aquariums are not to exceed 35 gallons in capacity. Poisonous or dangerous fish are not permitted. Only one- (1) tank or aquarium is permitted per apartment.

Dogs* – Not to exceed thirty- (30) pounds at time of maturity. All dogs must be neutered or spayed. Dog breeds including Rottweilers, Doberman pinschers, German Shepards, and pit bulls, or combinations thereof, are not permitted.

Small animals – gerbil, guinea pig, hamster (no more than two total per household). No rabbits are allowed.

**Albany Housing Authority allows for dog ownership ONLY in scattered site single-family homes specifically identified as NY 9-21 and only with the pre-approval of the Albany Housing Authority. Dogs are prohibited in all other developments at all times. Waivers will not be issued to this policy.*

Cats – Only domestic felines are permitted. All cats must be neutered or spayed. No more than two cats are allowed in any household.

Prohibited Pets include but are not limited to unconventional and endangered animals such as snakes, reptiles, monkeys, rodents (mice/rats), circus animals, lizards, salamanders, turtles, chameleon, ferrets, crocodiles/alligators, etc.

2. Registration

Every pet must be registered with the Housing Authority's management prior to moving the pet into the unit and registration must be updated annually. Registration requires the following:

a. A certificate signed by a licensed veterinarian, or a state or a local authority empowered to inoculate animals (or designated agent of such authority), stating that the animal has received all inoculations required by state and local law, if applicable.

b. Proof of current license, if applicable (dogs, cats).

c. Identification tag bearing the owner's name, address, and phone number (dogs, cats.)

d. A non-refundable initial registration fee of $25.00

e. Proof of neutering/spaying, if applicable (dogs, cats.)

f. Photograph (no smaller than 3" X 5") of pet or aquarium.

g. Fish – size of tank must be registered

3. Licenses and Tags

Every dog and cat (if required under local law) must have the appropriate animal license, a valid rabies tag and a tag bearing the owner's name, address and phone number. All dogs and cats must wear all tags while not in the owner's unit. All licenses and tags must be current.

4. Density of Pets

Only one- (1) dog (where allowed) or two cats per household will be allowed; or only two- (2) small birds will be allowed per apartment; or, no more than two – (2) pets in the small animal category (gerbil, hamster, guinea pig). The Housing Authority only will give final approval on type and density of pets.

5. Pet Offspring

No pet, already pregnant, may be introduced into any unit. Veterinarian certification is required. All animals must be spayed or neutered. No breeding of any animal or bird is allowed.

6. Visitors and Guests

No visitor or guest will be allowed to bring pets on the premises at any time. Residents will not be allowed to pet sit, harbor, or house a pet without fully complying with this policy.

Feeding or caring for stray animals is prohibited and will be considered keeping a pet without permission.

7. Pet Restraints

1. Dogs where allowed must be on a leash when not in the owner's apartment. The lease must not be longer than five- (5) feet.

2. Cats must be in a caged container or on a leash when taken out of the owner's apartment.

3. Birds and small animals must be in a cage when inside of the resident's apartment or entering or leaving the building.

8. Liability

Residents owning pets shall be liable for the entire amount of all damages to the Housing Authority premises caused by their pet and all cleaning, defleaing and deodorizing required because of such pet. Pet owners shall be strictly liable for the entire amount of any injury to the person or property of other residents, staff or visitors of the Albany Housing Authority caused by their pet, and shall indemnify the Albany Housing Authority for all costs of litigation and attorney's fees resulting from such damage.

9. Sanitary Standards and Waste Disposal

a. Litter boxes must be provided for cats with use of odor-reducing chemicals/litter. Residents with litter boxes must clean them regularly. Noncompliance may result in removal of the pet. The Housing Authority reserves the right to impose a mandatory twice-weekly litter box cleaning as needed. Litter box garbage shall be placed in a sturdy plastic bag and deposited in the appropriate garbage container and/or trash compactor.

b. Pets must be flea & tick free. Should flea extermination become necessary, cost of such extermination will be charged to pet owner.

c. In accordance with city law, pet owners are responsible for immediate removal of the feces of their pet and shall be charged in instances of removal of pet feces by staff and where damages occur to Authority property due to pet. More than three- (3) such charges during a twelve-month period may be cause for pet removal and/or lease termination.

d. All pet waste must be placed in a plastic bag and tied securely to reduce odor and placed in designated garbage container and/or trash compactor.

e. All apartments with pets must be kept free of pet odors and maintained in a clean and sanitary manner. A housekeeping inspection shall be conducted after 30 days of pet moving into the household. If the household fails the housekeeping inspection, which constitutes a failure to care for the pet in an appropriate manner; a notice of violation will be issued and the household will have seven- (7) days to correct the deficiencies. Pet owner's apartments may be subject to inspections once a month if complaints are received or problems occur or are suspected.

10. General Rules

The resident agrees to comply with the following rules imposed by the Housing Authority:

a. No pet shall be tied up, chained or otherwise tethered anywhere on Authority property and left unattended for any amount of time.
b. Pet owners will be required to make arrangements for their pet's care in the event of vacation or hospitalization.
c. Doghouses are not allowed on Authority property.
d. Additional fencing or other containment areas are not allowed on Authority property.
e. Residents are expected to have full control of their animals at all times.

11. Pet Areas

a. Restrictions: At no time will pets be allowed in any public area such as community space, laundry rooms, sitting rooms, etc. Pets should only be in the lobby when entering or leaving the building.

b. Approved Areas: Pets shall only be allowed to be exercised in areas clearly marked by the Housing Authority for pet use. If no area is designated, pets must be exercised off of AHA property. Pet owners are reminded of the City law of picking up after their pet at all times.

12. Pet Rule Violation and Pet Removal

a. If it is determined on the basis of objective facts, supported by written statement, that a pet owner has neglected to appropriately care for a pet and has violated a rule governing the pet policy, the Housing Authority shall serve a notice of pet rule violation on the pet owner. Serious or repeated violations may result in pet removal or termination of the pet owner's tenancy, or both.

b. If a pet poses a nuisance such as excessive noise, barking, odor, or whining, or other annoying behavior, which disrupts the peace and quality of life of other residents, owner will permanently remove the pet from premises upon request of management within forty-eight- (48) hours. Nuisance complaints regarding pets are subject to immediate inspections.

c. If a pet owner becomes unable either through hospitalization, or illness, to care for the pet and the person so designated to care for the pet in the pet owner's absence refuses or is unable physically to care for the pet, the Housing Authority can officially remove the pet. Animal control will be called to remove the pet. The Authority accepts no responsibility for pets so removed.

13. Rule Enforcement

Violation of these pet rules will prompt a written notice of violation. The pet owner will have five- (5) days to correct a deficiency.

14. Damage Deposit

A "Pet Damage Deposit" of $100.00 will be required for all pets. The "Pet Damage Deposit" must be paid in no more than five –(5) equal and monthly installments ($20.00 minimum payment per month). A resident may choose to pay the full amount in less than five –(5) months. The pet deposit will be used to pay reasonable expenses directly attributable to the presence of the pet in the development including (but not limited to) the cost of repairs and replacements to, and fumigation of, the resident's dwelling unit, and any other area that is directly affected. Such damages may include, but is not limited to chewing damage, scratches to floor, carpeting, doors, woodwork, walls, molding, screens, windows; claw marks, water damage, feces/urine stains and /or odors, plumbing damage due to illegally flushing of animal waste, litter, hair, etc.

Damages will be assessed as they are discovered or noted by staff, contractors, visitors, guests, etc. Damage reports will be made and a copy given to the resident and a copy will be put in their tenant file. Repeat occurrences of damages will result in the permanent rescission of pet ownership privileges.

The "Pet Damage Deposit" will be returned upon vacate of the apartment the owner upon satisfaction of all damage payments assessed. In the event that the pet owner is no longer able to have a pet, the pet owner may apply for a refund of the pet deposit less any damages charged if applicable.

15. Denial of Pets

Residents may be denied pet registration approval if management determines that the tenant was/is unable to fulfill their past or future obligations as a pet owner or are unable to adhere to the terms of the lease or pet rules.

16. Exceptions

a. Service Animals: This policy does not apply to service animals that are used to assist persons with disabilities. This exclusion applies to service animals that reside in the development, as well as service animals used to assist persons with disabilities that visit the development. Pets used for the purpose of aiding residents with disabilities must have appropriate certification.

The Housing Authority shall maintain a list of agencies that provide and/or train animals to give assistance to individuals with disabilities.

b. K-9 Service Animals: Police officers, under the public housing police officer program, who move in with K-9 service animals are exempt from this policy. Only the K-9 animal is exempt; family pets shall not be exempt.

c. Persons with approved service animals are expected to follow the appropriate rules on pet control, behavior, health and welfare, and pet waste.

17. The Pet Policy is a part of the Lease Agreement by addendum. The following acknowledgement will become a part of the lease by addendum and must be executed by the Housing Authority representative and the head of household at initial and subsequent lease terms. The resident and AHA management will complete a separate registration form.

ACKNOWLEDGEMENT OF RECEIPT

An Albany Housing Authority representative has reviewed the Pet Policy in its entirety and has fully explained the rules and regulations regarding pet ownership.

Dated _____

PHA Representative_____ _____
Printed Name Signature
Date

Head of Household_____ _____
Printed Name Signature
Date

Other Adult in HH_____ _____
Printed Name Signature
Date

Other Adult in HH_____ _____
Printed Name Signature

APPENDIX F

FLAT RENTS

AHA FLAT RENTS

BOARD APPROVED – EFFECTIVE JULY 2003

	0 BDR	1 BDR	2 BDR	3 BDR	4 BDR	5 BDR
NY 9-1 Whalen		$350	$400	$500	$575	
NY 9-3 Steamboat	$300	$350 (200 & 220) $375 (20 Renss. & 230)	$400 (200 & 220) $450 (duplex units)			
NY 9-4 Lincoln Square		$350 (1 & 3 Lincoln) $375 (2 Lincoln)	$400 (1 & 3 Lincoln) $425 (2 Lincoln)	$500 (1 Lincoln) $550 (2 Lincoln)	$600 (1 Lincoln) $625 (2 Lincoln)	$650 (1 Lincoln) $700 (2 Lincoln)
NY 9-5 Ida Yarbrough		$350 (small) $375 (large)		$550	$575	$650
NY 9-7 Westview	$300	$400 & $425				
NY 9-11 Steamboat Townhouses			$350	$400	$450	$500
NY 9-12 Steamboat Rehabs			$450	$550	$625	$675
NY 9-13 Ezra Prentice		$350 (track-side) $375 (hill-side)	$400 (track-side) $425 (hill-side)	$500 (track-side) $525 (hill-side)	$550 (track-side) $575 (hill-side)	
NY 9-21 Third Street					$750	

Flat rents reflect the market value of apartments if they were to be rented on the private market. Rates take into consideration whether or not some, all or no utilities are included. Persons choosing flat rents will be required to pay the above-established rent to the Housing Authority. Any utilities non-included in the rent are solely the responsibility of the tenant. There is no reduction in the amount of flat rent by any utility allowance amount.

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SECTION 8 ADMINISTRATIVE PLAN

1.0 STATEMENT OF APPROACH

1.1 ALBANY HOUSING AUTHORITY MISSION STATEMENT

The mission of The Albany Housing Authority is to lead the community, with professionalism, integrity and spirit in providing quality housing of choice for a diverse population and to partner with the community to maximize social and economic opportunity.

1.2 SCOPE

This plan is intended to cover all Section 8 Existing Programs Housing Certificate and Voucher administration, or other applicable Section 8 Programs administered by the Albany Housing Authority.

1.3 OBJECTIVE

The overall objective is to permit qualified families to obtain decent, safe, sanitary and affordable housing.

1.4 GENERAL APPROACH

The general approach of the program is to inform the community of the service, determine client eligibility, make the characteristics of the rental market known to program participants to enable them to search for housing within program rent levels and housing quality threshold, and to ensue that the program is administered according to HUD rules and regulations regarding the program. In addition, programs are to be administered in a manner consistent with state law.

The Housing Authority shall use all program contracts and forms required by HUD, including the:

- Consolidated Annual Contributions Contract
- Housing Assistance Payment Contract
- Lease language in the addendum

Required contracts and forms shall be word-for-word as required by HUD; HUD headquarters shall approve additions or modifications.

2.1 FAIR HOUSING

It is the policy of the Albany Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Albany Housing Authority housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Albany Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Albany Housing Authority office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Albany Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The Albany Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

2.2 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Albany Housing Authority housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Albany Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Albany Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

2.3 COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.
Notifications of reexamination, inspection, appointment, or termination of assistance will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests will be in writing.

2.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

A. Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

> A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Albany Housing Authority will obtain verification that the person is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Albany Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Albany Housing Authority will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Albany Housing Authority's business is housing. If the request would alter the fundamental business that the Albany Housing Authority conducts, that would not be reasonable. For instance, the Albany Housing Authority would deny a request to have the Albany Housing Authority do grocery shopping for the person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Albany Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the Albany Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Albany Housing Authority’s programs or services.

If more than one accommodation is equally effective in providing access to the Albany Housing Authority's programs and services, the Albany Housing Authority retains the right to select the most efficient or economic choice.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

2.5 SERVICES FOR NON-ENGLISH SPEAKING PERSONS AND PARTICIPANTS

The Albany Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English.

2.6 FAMILY/OWNER OUTREACH

The Albany Housing Authority publicizes the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons who cannot or do not read newspapers, the Albany Housing Authority distributes fact sheets to the broadcasting media and initiates personal contacts with members of the news media and community service personnel. The Albany Housing Authority also utilizes public service announcements.

The Albany Housing Authority communicates the status of program availability to other service providers in the community and advises them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The Albany Housing Authority holds periodic briefings for owners who participate in or who are seeking information about the Section 8 Program. The Authority conducts the briefings in association with the Rental Property Owners Association. Owners and managers participating in the Section 8 Program participate with Section 8 staff in making this presentation. The purpose of the briefing is to:

A. Explain how the program works;

B. Explain how the program benefits owners;

C. Explain owners' responsibilities under the program. We emphasize quality screening and ways the Albany Housing Authority helps owners do better screening; and

D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Albany Housing Authority staff.

The Albany Housing Authority encourages program participation by owners of units outside areas of poverty or minority concentration. The purpose of these activities is to provide more choice and better housing opportunities to families. For example, on February 26, 2002 the Board approved an increase in the Voucher Payment Standard to 110% of the Fair Market Rent in low poverty census tracts in the City of Albany.

Designated Housing Authority staff regularly outreach to owners of properties in areas outside of poverty or minority concentration by regularly attending landlord association meetings, neighborhood association meetings and meetings developed by other agencies in the city which landlords will attend such as meetings to encourage homeownership. Staff members also meet informally with landlords to help solve specific problem while at the same time encouraging continued participation. The Section 8 Department initiated free Saturday morning landlord training sessions especially targeting landlords in low poverty areas. The Department developed a quarterly newsletter, "Partners" to encourage landlords, clients and staff to work together to create a successful Section 8 Program, and to keep program partners up to date re program policy. The Housing Authority also grants exception rents for accessible properties and properties in suburban areas outside areas of poverty or minority concentration, if the Housing Authority has jurisdiction in that area.

During the family briefing session, staff inform Voucher holders about the full range of areas where they may lease units inside the Housing Authority's jurisdiction, and provide a list of participating landlords with properties outside areas of poverty or minority concentration within the jurisdiction of the City of Albany and in neighboring areas. The briefing packet also includes rental property lists, maps that show various areas with housing opportunities outside areas of poverty or minority concentration both within the City of Albany and in neighboring areas, information about the characteristics of these areas including job opportunities, schools, transportation and other services, and a full explanation of portability including an up to date list of persons to contact at neighboring housing agencies with their address and phone numbers.

2.7 RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice*. The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

2.8 REQUIRED POSTINGS

The Albany Housing Authority will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. The Section 8 Administrative Plan

B. Notice of the status of the waiting list (opened or closed)

C. Address of all Albany Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation

D. Income Limits for Admission

E. Informal Review and Informal Hearing Procedures

F. Fair Housing Poster

G. Equal Opportunity in Employment Poster

3.0 ALBANY HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the Albany Housing Authority, the Section 8 Owners/Landlords, and the participating families.

3.1 ALBANY HOUSING AUTHORITY RESPONSIBILITIES

A. The Albany Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Albany Housing Authority Section 8 Administrative Plan.

B. In administering the program, the Albany Housing Authority must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;

2. Explain the program to owners and families;

3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;

4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

5. Affirmatively further fair housing goals and comply with equal opportunity requirements;

6. Make efforts to help person with disabilities find satisfactory housing;

7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;

8. Determine who can live in the assisted unit at admission and during the family's participation in the program;

9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;

10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;

12. Determine the amount of the housing assistance payment for a family;

13. Determine the maximum rent to the owner and whether the rent is reasonable;

14. Make timely housing assistance payments to an owner in accordance with the HAP contract;

15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;

16. Establish and adjust Albany Housing Authority utility allowance;

17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Albany Housing Authority, if the owner defaults (e.g., HQS violation);

18. Determine whether to terminate assistance to a participant family for violation of family obligations;

19. Conduct informal reviews of certain Albany Housing Authority decisions concerning applicants for participation in the program;

20. Conduct informal hearings on certain Albany Housing Authority decisions concerning participant families;

21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

22. Administer an FSS program.

3.2 OWNER RESPONSIBILITIES

A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.

B. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.

3. Complying with equal opportunity requirements.

4. Preparing and furnishing to the Albany Housing Authority information required under the HAP contract.

5. Collecting from the family:

a. Any security deposit required under the lease.

b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.

c. Any charges for unit damage by the family.

6. Enforcing tenant obligations under the lease.

7. Paying for utilities and services (unless paid by the family under the lease.)

C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

D. The owner is responsible for notifying the Albany Housing Authority sixty (60) days prior to any rent increase.

3.3 OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the program.

A. Supplying required information.

1. The family must supply any information that the Albany Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by the Albany Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing Albany Housing Authority Inspection

The family must allow the Albany Housing Authority to inspect the unit at reasonable times and after at least 2 days notice.

D. Violation of Lease

The family must not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must notify the Albany Housing Authority and the owner 30 days before the family moves out of the unit or terminates the lease by a notice to the owner.

F. Owner Eviction Notice

The family must promptly give the Albany Housing Authority a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.

2. The Albany Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Albany Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Albany Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify the Albany Housing Authority if any family member no longer resides in the unit.

4. If the Albany Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Albany Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Albany Housing Authority consent may be given or denied.

5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.

6. The family must not sublease or let the unit.

7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the Albany Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Albany Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Albany Housing Authority for this purpose. The family must promptly notify the Albany Housing Authority of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Albany Housing Authority for absences exceeding 30 days. The Albany Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization

2. Absences beyond the control of the family (i.e., death in the family, other family member illness)

3. Other absences that are deemed necessary by the Albany Housing Authority

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

K. Crime by Family Members

The members of the family must not engage in drug-related criminal activity or other violent criminal activity.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

4.0 ELIGIBILITY FOR ADMISSION

4.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization

documents. In addition to the eligibility criteria, families must also meet the Albany Housing Authority screening criteria in order to be admitted to the Section 8 Program.

4.2 ELIGIBILITY CRITERIA

A. Family status.

1. A **family with or without children**: Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.

    a. Children temporarily absent from the home due to placement in foster care are considered family members.

    b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

2. An **elderly family**, which is:

    a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

    b. Two or more persons who are at least 62 years of age living together; or

    c. One or more persons who are at least 62 years of age living with one or more live-in aides

3. A **near elderly family**, which is:

    a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;

    b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or

    c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

4. A **disabled family**, which is:

    a. A family whose head, spouse, or sole member is a person with disabilities;

b. Two or more persons with disabilities living together; or

c. One or more persons with disabilities living with one or more live in aides.

d. For purposes of qualifying for low income housing, does not include a person whose disability is based solely n any drug or alcohol dependency.

5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

6. A **remaining adult member of a tenant family**.

7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

8. A **Live-In Attendant**

a. A family may include a live-in aide provided that such live-in aide:

(i) Is determined by the Housing Authority to be essential to the care and well being of an elderly person, a near elderly person or a person with disabilities,

(ii) Is not obligated for the support of the person(s), and

(iii) Would not be living in the unit except to provide care for the person(s).

b. A live-in aide is treated differently than family members:

(i) Income of the live-in aide is not counted for purposes of determining eligibility of benefits.

(ii) Live-in aides are not subject to non-citizen rule requirements.

(iii) Live-in aides may not be considered as a remaining member of the tenant family.

(iv) A live-in aide may only reside in the unit with the approval of the Housing Authority. Written verification will be required from a reliable, knowledgeable professional. The verification provider must certify that a live-in aide is

needed for the care of the family member who is elderly, near elderly, or disabled.

c. At any time the Housing Authority may refuse to approve a particular person as a live-in aide, or may withdraw such approval if:

(i) The person commits fraud, bribery and any other corrupt or criminal act in connection with any federal housing program.

(ii) The person commits drug-related criminal activity or violent criminal activity,

(iii) The person currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

B. Income Eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program be a family that is:

a. An extremely low-income or a very low-income family;

b. A low-income family continuously assisted under the 1937 Housing Act;

c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;

d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;

e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.

f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.

2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.

3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

4. Families who are moving into the Albany Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.

5. Families who are moving into the Albany Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Albany Housing Authority program.

6. Income limit restrictions do not apply to families transferring units within the Albany Housing Authority Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.

2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 12.6(F) for calculating rents under the non-citizen rule).

3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistanc

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one.

E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:

   a. A provision authorizing HUD and the Albany Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

   b. A provision authorizing HUD or the Albany Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

   c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

   d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

E. Suitability for tenancy

The Albany Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Albany Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, the Albany Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

The Albany Housing Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender. In addition, the Housing Authority shall permanently deny from participation any person who has been convicted of manufacturing or otherwise producing methamphetamine in violation of any Federal or State Law.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the Albany Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

5.0 MANAGING THE WAITING LIST

5.1 OPENING AND CLOSING OF THE WAITING LIST

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

5.2 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

200 South Pearl Street between the hours of 8:30 and 4:30

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Albany Housing Authority jurisdiction, the Albany Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants. The Albany Housing Authority will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications may be made in person at the **Albany Housing Authority, 200 South Pearl Street** on **Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.** Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Albany Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Albany Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. **The TDD telephone number for a hearing impaired person to contact a hearing person is 1(800) 662-1220. For hearing persons contacting a hearing impaired person using TDD is 1(800) 421-1220.**

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the Albany Housing Authority will make a preliminary determination of eligibility. The Albany Housing Authority will notify the family in writing of the date and time of placement on the waiting list and the approximate amount of time before housing assistance may be offered. If the Albany Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

An applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Albany Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Albany Housing Authority will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

5.3 ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained in accordance with the following guidelines:

A. The application will be a permanent file;

B. All applications will be maintained in order of preference and then in order of date and time of application;

C. Any contact between the Albany Housing Authority and the applicant will be documented in the applicant file.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

5.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be within 2 months of being offered assistance, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Albany Housing Authority must notify the family in writing of this determination, and give the family the opportunity for an informal review.

Once the preference has been verified the family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

5.5 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

The Albany Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the Albany Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

5.6 PURGING THE WAITING LIST

The Albany Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

5.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Albany Housing Authority will not remove an applicant's name from the waiting list unless:

A. The applicant requests that the name be removed;

B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or

C. The applicant does not meet either the eligibility or screening criteria for the program.

5.8 GROUNDS FOR DENIAL

The Albany Housing Authority will deny assistance to applicants who:

A. Do not meet any one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process;

C. Fail to respond to a written request for information or a request to declare their continued interest in the program;

D. Fail to complete any aspect of the application or lease-up process;

E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property.

F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.

G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

H. Have a family member who was evicted from federally assisted housing within the last five (5) years;

I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful

enjoyment of the premises by other residents. The Albany Housing Authority may waive this requirement if:

1. The person demonstrates to the Albany Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

2. The person has successfully completed a supervised drug or alcohol rehabilitation program;

3. The person has otherwise been rehabilitated successfully; or

4. The person is participating in a supervised drug or alcohol rehabilitation program.

K. Have engaged in or threatened abusive or violent behavior towards any Albany Housing staff or residents;

L. Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years;

M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);

N. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).

O. Is a welfare-to-work (WTW) family who fails to fulfill its obligations under the welfare-to work voucher program.

P. Admit that they have entered the United States illegally, or if in the course of the formal determination denying assistance (subject to Administrative Review.) application procedure evidence surfaces that proves the applicant is an illegal alien, and the Section 8 Department has made a "finding of fact" as a part of its

NOTE: If the Section 8 Department has also received a determination from the INS or Immigration Court such as a Final Order of Deportation, supporting the Section 8 Department's "finding of fact" re. the alien's illegal presence, then the Section 8 Department must complete a quarterly report to the INS listing "known" unlaw-fully present aliens within 45 days of the close of each calendar quarter. The report must include the individual's name, address, and other identifying inform-ation in the possession of the Section 8 Department. Reports should be sent to:

Director, Policy Directives and Instructional Branch
Immigration and Naturalization Service
425 I Street NW Room 4

Washington, DC 20536 attn: INS. 2070-00

Q. Currently convicted of a crime and/or serving a sentence that includes probation or parole.

5.9 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Albany Housing Authority, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Albany Housing Authority's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Albany Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Albany Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

5.99 INFORMAL REVIEW

If the Albany Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Albany Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Albany Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 18.2 of this Plan.

6.0 SELECTING FAMILIES FROM THE WAITING LIST

6.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Albany Housing Authority will use the assistance for those families.

6.2 PREFERENCES

The Albany Housing Authority has a number of vouchers that are set-aside for special programs and preferences will be dictated by the program and addressed in the amendment to the policy for each program.

Consistent with the Albany Housing Authority Agency Plan, The Albany Housing Authority will select all other families based on the following preferences.

#1: Working families, elderly, disabled families

a. Working families: Families that have at least one adult member that can prove that they have been employed for nine (9) months of the last twelve (12) months. Earned income shall be excluded from income, in accordance with Section 9 of this policy, determination of family income.

b. Elderly, Disabled Families: Families that have at least one adult member who is 62 years of age or older or are receiving social security disability, supplemental security income benefits, or any other payments based on an individual's inability to work.

c.

#2: Educational or training program participant or graduate

Families that have at least one adult member who is a graduate or active participant in educational or training programs that are designed to prepare individuals for the job market. Verification shall be required from the educational or training program. Income from stipends from educational or training programs shall be excluded from income, in accordance with section 9 of this policy, determination of annual income.

#3: All other families.

The Albany Housing Authority will not deny a local preference, nor otherwise exclude or penalize a family in admission to the program, solely because the family resides in public housing.

#4: Families living in state housing developments

The Albany Housing Authority offers families currently living in the state funded public housing developments – Creighton Story Homes and Townsend a preference listing on a separate Project Based Section 8 waiting list. This list will be used to establish project based Section 8 in these two developments. Families occupying these Project Based Section 8 units have the right to move after one year with a tenant based Section 8 voucher or its equivalent. If no voucher is available when the family receiving project-based assistance moves, the AHA will give the family priority to receive the next available

voucher. When a family moves, that family must be replaced by a family that is referred from the Project Based Section 8 waiting list.

#5 Families already receiving Section 8 Assistance

Families already receiving Section 8 assistance have a preference to apply for Project Based Section 8 assistance at Creighton Story Homes and Townsend.

#6 Families referred by HIP
The AHA will accept a total of up to 20 Homeless Intervention Program participant applications for either public housing or Section 8 assistance in a calendar year (includes both programs combined). Where all other considerations are equal, residents of the City of Albany will be selected before non-residents. These HIP applications may be accepted even when the waiting list is closed.

* AHA participates in the Federal Safe Home Program, which provides housing or housing assistance to persons in need of transitional housing due to domestic violence, crime prevention, witness protection. At the discretion of the Executive Director or his designated representative for these special cases, persons/families will be housed as conditions warrant and with the written authorization of the Executive Director.

6.3 SELECTION FROM THE WAITING LIST

Based on the above preferences, all families in preference 1 will be offered housing before any families in preference 2, and preference 2 families will be offered housing before any families in preference 3, and so forth.

The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

Not withstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income (unless a different target is agreed to by HUD), the Albany Housing Authority retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

6.4 SPECIAL CIRCUMSTANCES

a. Split households prior to Voucher Issuance

When a family on the waiting list splits into two eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the Housing Authority will make the decision of who remains on the waiting list. Documentation must be provided by the applicant families. If either or both of the families do not provide documentation, they may be denied placement on the waiting list for failure to supply information requested by the Housing Authority.

b. Multiple Families in the same household

Families consisting of two families applying as a family unit will be treated as one family unit.

c. Joint Custody of Children (2 choices)

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "Fifty-one (51%) of the time" is defined as 183 days of the year, which do not have to run consecutively. The parent must provide documentation of custody.

When both parents are on the waiting list and both are trying to claim the child, the parent whose address is listed on the school records will be allowed to claim the school-age child as a dependent. Otherwise, for children under school age, court orders or other official documentation of custody will be required.

7.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

The Albany Housing Authority will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the Albany Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

A. Children of the same sex will share a bedroom.

B. Children of the opposite sex, both under the age of five (5) years may share a bedroom.

C. Children of the same sex that have an age difference of seven (7) years or greater do not have to share a bedroom.

D. Adults and children will not be required to share a bedroom.

E. Foster–adults and children will not be required to share a bedroom with family members.

F. Live-in aides will get a separate bedroom.

The Albany Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by the Albany Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

7.1 BRIEFING

When the Albany Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable

to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

A. A description of how the program works;

B. Family and owner responsibilities;

C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;

D. Types of eligible housing;

E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;

F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and

G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.

7.2 PACKET

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;

B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;

C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;

D. How the Housing Authority determines the maximum rent for an assisted unit;

E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;

F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;

G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;

H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;

I. Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;

J. HUD brochure on how to select a unit ("A Good Place to Live");

K. HUD-required lead-based paint brochure;

L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;

M. A list of landlords or other parties known to the Albany Housing Authority who may be willing to lease a unit to the family or help the family find a unit;

N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Albany Housing Authority that may be available;

O. The family's obligations under the program;

P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;

Q. Albany Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and

R. The Albany Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

S. Information on the Family Self-Sufficiency Program.

T. Expanding housing opportunities statement.

7.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

Since October 1, 1999, the Albany Housing Authority has issued only vouchers. Treatment of previously issued certificates and vouchers was dealt with as outlined in Section 23.0 Transition to the New Housing Choice Voucher Program Completed. Note: as of 9/30/01, all previously issued certificates have been transitioned to vouchers as per HUD regulations.

Once all family information has been verified, eligibility determined, subsidy calculated, and the family has attended the family briefing, the Albany Housing Authority will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease; the HUD required tenancy addendum and the request for approval of the tenancy form. The terms of the HUD tenancy addendum shall prevail over any other provisions of the lease. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approved. Once it appears the tenancy may be approved, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15 day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approved.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

7.4 TERM OF THE VOUCHER

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 180 calendar days from the initial date of issuance without an extraordinary reason. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 120 days, whichever is less.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 180 days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will request HUD to approve an additional extension.

Upon submittal of a completed request for approval of tenancy form, the Albany Housing Authority may suspend the term of the voucher. The term may be suspended in the case of documented illness, hospitalization or death in the family, upon request.

7.41 VOUCHER TERM EXPIRATION

The voucher term expiration date is the deadline for submission of a request for tenancy approval; it is not the date the unit must be available for occupancy. The unit may not be ready for occupancy until several months after the date of the expiration of the voucher, but as long as the request for tenancy approval was submitted before the deadline, the family has met this procedural requirement.

7.5 APPROVAL TO LEASE A UNIT

The Albany Housing Authority will approve a lease if all of the following conditions are met:

A. The request for lease approval (RFLA) is submitted at least three days prior processing of Housing Assistance Payments (HAP) for the owners.

B. The unit is eligible;

C. The unit is inspected by the Housing Authority and passes HQS;

D. The unit is issued a valid residential occupancy permit by the city of Albany;

F. The lease is approvable and includes the following;

1. The names of the owner and the tenant;

2. The address of the unit rented;
3. The term of the lease (initial term and any provisions for renewal);
4. The amount of the monthly rent to owner;
5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
6. The required HUD tenancy addendum.

F. The rent to owner is reasonable;

G. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;

H. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and

I. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

1. The unit passes the Housing Authority HQS inspection;

2. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;

3. The unit has a valid residential occupancy permit issued by the city of Albany;

4. The landlord and tenant sign the lease to include the HUD required addendum; and

5. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

7.6 ALBANY HOUSING AUTHORITY DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;

B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

C. The owner has engaged in drug-related criminal activity or any violent criminal activity;

D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;

E. The owner has a history or practice of renting units that fail to meet State or local codes; or

F. The owner has not paid State or local real estate taxes, fines, or assessments.

G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:

1. premises by tenants, Albany Housing Authority employees or owner employees; or

2. residences by neighbors;

H. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a voucher (Currently shopping) unless the Albany Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities; or

I. Other conflicts of interest under Federal, State or local law.

7.7 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

A. A public housing or Indian housing unit;

B. A unit receiving project-based assistance under a Section 8 Program;

C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;

D. College or other school dormitories;

E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;

F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and

G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The Albany Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

A. Congregate housing

B. Group homes

C. Shared housing

D. Cooperative housing

E. Single room occupancy housing

The Albany Housing Authority will approve leases for the following housing types:

A. Single family dwellings

B. Multi-family dwellings

C. Apartments

D. Manufactured housing

E. Manufactured home space rentals

7.8 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

8.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Albany Housing Authority will issue the family a new voucher if the family does not owe the Albany Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a certificate or voucher within the last 12 months, and if the Albany Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

8.1 WHEN A FAMILY MAY MOVE

For families already participating in the Voucher Program, the Albany Housing Authority will allow the family to move to a new unit if:

A. The assisted lease for the old unit has terminated;

B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or

B. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

The Section 8 Department will not issue a new voucher if the client is physically evicted, and the owner furnishes the acceptable proof, which is the legal possession form prepared by the Sheriff that returns possession to the landlord. The only exception may occur if the client submits proof that he/she paid the full rent arrears and charges to the landlord after the eviction. The Housing Eligibility Assistant may then issue a new voucher to the client.
If the client moves to avoid eviction for non-payment of rent, the Housing Eligibility Assistant may only issue a new voucher when the client presents proof that he/she paid all the rent arrears and charges. If the client moves to avoid eviction and did not pay rent, but submits substantial proof of extensive codes violations which caused the client to withhold the rent, the Housing Eligibility Assistant may issue a new voucher to the client.
Clients evicted for non-desirability must never be issued a new voucher. Indeed, the AHA Section 8 Department will work to assist landlords who reports illegal occupants, illegal drug sales and use, and other undesirable matters going on in their apartments.

8.2 PROCEDURES REGARDING FAMILY MOVES

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the Albany Housing Authority's jurisdiction, will be required to attend a mover's briefing prior to the Albany Housing Authority entering a new HAP contract on their behalf.

This briefing is intended to provide the following:

A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;

B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;

C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;

D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard;

E. Portability requirements and opportunities;

F. The need to have a reexamination conducted within 120 days prior to the move;

G. An explanation and copies of the forms required to initiate and complete the move; and

H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Albany Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Albany Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Albany Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the Albany Housing Authority, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

9.0 PORTABILITY

9.1 GENERAL POLICIES OF THE ALBANY HOUSING AUTHORITY

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the Albany Housing Authority at the time the family first submits its application for participation in the program to the Albany Housing Authority may lease a unit anywhere in the jurisdiction of the Albany Housing Authority or outside the Albany Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of the Albany Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Albany Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Albany Housing Authority.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Albany Housing Authority allow a participant to improperly break a lease. Under extraordinary

circumstances the Albany Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

For income targeting purposes, the family will count towards the initial housing authority's goals unless the receiving housing authority absorbs the family. If absorbed, the admission will count towards the receiving housing authority's goals.

If a family has moved out of their assisted unit in violation of the lease, the Albany Housing Authority will not issue a voucher, and will terminate assistance in compliance with Section 17.0, Termination of the Lease and Contract.

9.2 INCOME ELIGIBILITY

A. A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

9.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.

B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

9.4 PORTABILITY PROCEDURES

A. When the Albany Housing Authority is the Initial Housing Authority:

1. The Albany Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.

2. The Albany Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).

3. The Albany Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.

4. The Albany Housing Authority will, within ten (10) calendar days of receiving request from the family to port, notify the Receiving Housing Authority to expect the family.

5. The Albany Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.

B. When the Albany Housing Authority is the Receiving Housing Authority:

1. When the portable family requests assistance from the Albany Housing Authority, the Albany Housing Authority will within ten (10) calendar days of receiving porting papers, inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Albany Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.

2. The Albany Housing Authority will issue a voucher to the family. The term of the Albany Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Albany Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Albany Housing Authority during the term of the Albany Housing Authority's voucher.

3. The Albany Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Albany Housing Authority's subsidy standards.

4. The Albany Housing Authority will within ten (10) calendar days of receiving porting papers notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.

5. If the Albany Housing Authority opts to conduct a new reexamination, the Albany Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.

6. In order to provide tenant-based assistance for portable families, the Albany Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At

any time, either the Initial Housing Authority or the Albany Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

7. The Albany Housing Authority may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.

C. Absorption by the Albany Housing Authority

1. If funding is available under the consolidated ACC for the Albany Housing Authority's Voucher Program when the portable family is received, the Albany Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Albany Housing Authority's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:

a. As the Initial Housing Authority, the Albany Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

9.5 FSS PARTICIPANT PROGRAM PORTABILITY

The Albany Housing Authority requires that a family participating in the Section 8 Department FSS Program must lease a unit in the city of Albany for a minimum of 1 year after the effective date of the contract of participation. An exception would be a situation where a move is necessitated due to good cause, and approved on a case by case basis by the Administrator of the Section 8 Department. After the first year, a family may move to an apartment in another community and continue to be a FSS participant provided it has fulfilled the terms of the original lease.

The AHA will maintain the FSS escrow account until the receiving PHA absorbs the family into its Housing Choice Voucher Program.

If the receiving PHA absorbs the family, the family may participate in that PHA'S FSS Program if that PHA approves their participation. The receiving PHA will enter into a new FSS contract with the family for the time period remaining on the family's initial FSS contract. The new PHA must use the initial income and rent information from the Albany Housing Authority Section 8 Department contract. The AHA will then transfer the family's FSS account to the receiving PHA.

If the participant ports to another PHA in the immediate Capitol District, and that receiving PHA does not offer an FSS Program, the Albany Housing Authority may offer the client continued participation in its FSS Program since program resources would still be nearby.

If the family fails to fulfill its FSS contract obligations, the Albany Housing Authority may terminate the family from the FSS Program and recommend to the absorbing PHA that they terminate the family's housing choice voucher. In cases where the AHA is administering the family's voucher, although the family has ported out, the AHA may terminate the housing choice voucher. Any escrow funds being held will then be treated as program receipts of the Albany Housing Authority Section 8 Department.

Clients who wish to port into the Albany Housing Authority's Section 8 FSS Program will be (upon approval of a new program participant application) absorbed into the Albany Housing Authority's Section 8 FSS Program. Since such a client already is a participant in an FSS Program, this client will be given any selection preference that may be necessary to effect an immediate absorption into the program.

10.0 DETERMINATION OF FAMILY INCOME

10.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

To determine annual income, the Albany Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Albany Housing Authority subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

10.2 INCOME

A. Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

3. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Albany Housing Authority believes that past income is the best available indicator of expected future income, the Albany Housing Authority may annualize the income anticipated for a shorter period subject to a redetermination at the end of the shorter period.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal

property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

6. Welfare assistance.

   Welfare assistance is welfare or other programs to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the TANF- Temporary Assistance for Needy Families program, as implemented under federal regulation 45 CRF260.31 issued by the Department of Health and Human Services.).

   45 CRF260.31 defined the term "assistance" to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (ie. Food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

   It includes such benefits even when they are:

   1. **Provided in the form of payments by a TANF agency, or other agency on its behalf**
   2. **Conditioned on participation in work experience or community service (or any other work activity as defined in the federal regulation.)**

a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

d. Imputed welfare income.

1). A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the Albany Housing Authority by the welfare agency), plus the total amount of other annual income.

2). At the request of the Albany Housing Authority, the welfare agency will inform the Albany Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Albany Housing Authority of any subsequent changes in the term or amount of specified welfare benefit reduction. The Albany Housing Authority will use this information to determine the amount of imputed welfare income for family.

3). A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of a family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Albany Housing Authority by the welfare agency).

4). The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

5). The Albany Housing Authority will not include imputed welfare income in annual income if the family was not an assisted participant at the time of the sanction.

6). If a participant is not satisfied that the Albany Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Albany Housing Authority denies the family's request to modify such amount, then the Housing Authority shall give the participant written notice of such denial, with a brief explanation of the basis for the Housing Authority's determination of the amount of imputed welfare income. The Albany Housing Authority's notice shall also state that if the participant does not agree with the determination, the participant may contest the decision in accordance with our informal review policy.

7). Relations welfare agencies

a). The Albany Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and give the Albany Housing Authority written notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.

b). The Albany Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice. However, the Albany Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

c. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Albany Housing Authority shall rely on the welfare agency notice to the Albany Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

10.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

A. Income from employment of children (including foster children) under the age of 18 years;

B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution;

G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD, and payments received from any other work subsidy program.
2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiative coordination, and serving as a member of the Albany Housing Authority's governing board. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring, or sporadic income (including gifts);

7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

8. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

9. Adoption assistance payments in excess of $480 per adopted child;

10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

a. The value of the allotment of food stamps

b. Payments to volunteers under the Domestic Volunteer Services Act of 1973

c. Payments received under the Alaska Native Claims Settlement Act

d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes

e. Payments made under HHS's Low-Income Energy Assistance Program

f. Payments received under the Job Training Partnership Act

g. Income from the disposition of funds of the Grand River Band of Ottawa Indians

h. The first $2000 per capita received from judgment funds awarded for certain Indian claims

i. Amount of scholarships awarded under Title IV including Work-Study

j. Payments received under the Older Americans Act of 1965

k. Payments from Agent Orange Settlement

l. Payments received under the Maine Indian Claims Act

m. The value of child care under the Child Care and Development Block Grant Act of 1990

n. Earned income tax credit refund payments

o. Payments for living expenses under the AmeriCorps Program

p. Contributions to, and distributions from Individual Development accounts.

J. Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support, and

K. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

L. Non-recurrent, short-term benefits that :

1. deal with a specific crisis situation or episode of need
2. are not intended for recurrent or ongoing needs
3. will not extend beyond 4 months

10.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each member of the family residing in the household (other that the head of the household or his/her spouse) who is less than 18 years of age or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities.

B. $400 for any elderly family or disabled family.

C. The sum of the following, to the extent the sum exceeds three percent of annual income:

1. Unreimbursed medical expenses on any elderly family or disabled family; and

2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and

D. Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

10.5 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

A. If a Section 8 participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within ten (10) days of receipt by the participant.

B. The Assistant Tenant Selection Supervisor shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.

C. After the reconciliation is complete, the Albany Housing Authority shall adjust the participant's rental contribution beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and the new rent shall take effect on the first day of the second month following the end of the current

month. In addition, if the participant had not previously reported the proper income, the Albany Housing Authority shall do one of the following:

1. Immediately collect the back over paid assistance paid by the agency;

2. Establish a repayment plan for the resident to pay the sum due to the agency;

3. Terminate the participant from the program f or failure to report income; or

4. Terminate the participant from the program for failure to report income and collect the back over paid assistance paid by the agency.

10.6 COOPERATING WITH WELFARE AGENCIES

The Albany Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree;

A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency.

B. To provide written verification to the Albany Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

11.0 VERIFICATION

The Albany Housing Authority will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

11.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Albany Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the Albany Housing Authority will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the Albany Housing Authority has been unable to obtain third party verification in a four week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Albany Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

11.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Albany Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, Prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
Earned income	Letter from employer	Minimum of 3 consecutive pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out- of-pocket expenses incurred in order to participate in a program	N/A

11.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship eligible / noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as birth certificate, military ID, military DD 214 Form, or the PHA Declaration of Section 214 Status form.)

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Albany Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Albany Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Albany Housing Authority will mail information to the INS so a manual check can be made of INS records. If the information returned by the INS indicates that the applicant is in an eligible immigration status, as explained on page 2 of the Declaration of Section 214 Status form, and if the applicant is otherwise eligible, then the client is eligible for housing assistance.

Family members who do not claim to be citizens, nationals or eligible noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

Any family member who does not choose to declare the status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If the Albany Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

NOTE: If the Section 8 Department has also received a determination from the INS or Immigration Court such as a Final Order of Deportation, supporting the Section 8 Department's "finding of facts" re. the alien's illegal presence, then the Section 8 Department must complete a quarterly report to the INS listing known Unlawfully present aliens. (see Section 5.8 P NOTE for further details.)

11.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Albany Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security Number they will be required to sign a statement to this effect. The Albany Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

11.5 TIMING OF VERIFICATION

Verification must be dated within sixty (60) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

11.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

12.0 RENT AND HOUSING ASSISTANCE PAYMENT

12.1 GENERAL

After October 1, 1999, the Albany Housing Authority will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 23.0 for additional guidance).

12.2 REQUEST FOR LEASE APPROVAL

1. Approval of Request for Lease Approval (RFLA)

   The request will be approved if:

   a. The unit is an eligible type of housing.

   b. The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in the Administrative Plan).

   c. The unit has a valid residential occupancy permit issued by the city of Albany.

   d. The rent is reasonable and approvable.

   e. The family's share of the rent does not exceed 40% of their monthly-adjusted income.

   f. The security deposit is approvable in accordance with any limitations in this plan.

   g. The proposed lease complies with HUD and Housing Authority requirements.

   h. The owner is approvable and there are no conflicts of interest.

3. Disapproval of Request For Lease Approval (RFLA)

If the Housing Authority determines that the RFLA cannot be approved for any reason, the landlord and the family will be notified in writing. The Housing Authority will instruct the owner and family of the steps that are necessary to approve the request.

The owner will be given five (5) calendar days to submit an approvable Request For Lease approval from the date of disapproval.

When, for any reason a RFLA is not approved, the Housing Authority will furnish another Request for Lease Approval form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

12.3 RENT REASONABLENESS

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

A. Before any increase in rent to owner is approved;

B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

C. If the Housing Authority or HUD directs that reasonableness be re determined.

12.4 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods, by census tract. The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

12.5 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the Albany Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

12.5.1 Setting The Payment Standard

The Statute requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR without HUD's prior approval. The Albany Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Albany Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The Albany Housing Authority may establish a payment standard set at 110% of the FMR for families locating housing in census tracts outside the documented high poverty areas.

The Albany Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities. With approval of the HUD Field Office, the payment standard can go to 120%.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Albany Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

12.5.2 Selecting the Correct Payment Standard for a Family

A. For the voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family unit size; or

2. The payment standard for the unit size rented by the family.

B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.

C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:

1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or

2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

12.5.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

12.6 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of the family's monthly income

2. 30% of the family's adjusted monthly income

3. The Minimum rent

4. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage.

Plus any rent above the payment standard.

B. Minimum Rent.

The Albany Housing Authority has set the minimum rent as $50.00. However, if the family requests a hardship exemption, the Albany Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:

    a. When 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 a non citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitle to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996:

    b. When the family would be evicted because it is unable to pay the minimum rent requirement;

    c. When the income of the family has decreased because of changed circumstances, including loss of employment; and

    d. When a death has occurred in the family.

2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.

3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.

4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.

2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.

3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income if the gross rent exceeds the applicable payment standard.

D. Section 8 Preservation Vouchers

1. Payment Standard

a. The payment standard is the lower of:

i. The payment standard amount for the appropriate family unit size; or

ii. The payment standard amount for the size of the dwelling unit actually rented by the family.

b. If the dwelling unit is located in an exception area, the Albany Housing Authority will use the appropriate payment standard for the exception area.

c. During the HAP contract term, the payment standard for the family is the higher of :

i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or

ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and

composition effective after the beginning of the HAP contract term.

d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

i. Paragraph (c)(i) of this section does not apply; and

ii. The new family unit size must be used to determine the payment standard.

2. The Albany Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

a. The payment standard minus the total tenant payment; or

b. The gross rent minus the total tenant payment.

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

2. The space rent is the sum of the following as determined by the Housing Authority:

a. Rent to the owner for the manufactured home space;

b. Owner maintenance and management charges for the space; and

c. Utility allowance for tenant paid utilities.

3. The participant pays the rent to owner less the HAP.

4. HAP equals the lesser of:

a. The payment standard minus the total tenant payment; or

c. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

F. Rent for Families under the Noncitizen Rule

A mixed family will receive full continuation of assistance if all of the following

conditions are met:

1. The family was receiving assistance on June 19, 1995;

2. The family was granted continuation of assistance before November 29, 1996;

3. The family's head or spouse has eligible immigration status; and

4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Albany Housing Authority will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Albany Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.

2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).

3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

12.7 CONTRACT EXECUTION

The Housing Authority shall enter into a Housing Assistance payment (HAP) contract with the property owner. The Housing Assistance Payment Contract is a written contract providing housing assistance payments to the owner on behalf of the eligible family.

Housing Assistance Payment Contract Execution Process:

(a). The Housing Assistance Payment contract shall be in the form required by HUD.

(b). The term of the Housing Assistance Payment contract shall begin on the first day of the term of the lease and end on the last day of the term of the lease.

(c). The Housing Assistance Payment contract shall terminate if the lease terminates.

(d). The Housing Assistance Payment contract shall state the amount of Contract Rent and define the Housing Authority's and owner's responsibilities under the program.

(e). When the lease approval process is completed, the Housing Authority shall notify the landlord and family in writing of the lease approval or disapproval.

(f) The Housing Assistance payment contract shall be executed no later that 60 calendar days from the beginning of the lease term.

(g). The Housing Authority shall not pay any Housing Assistance payment to the owner until the Housing Assistance Payment contract has been executed.

(h). If the Housing Assistance payment contract is executed during the period of 60 calendar days from the beginning of the lease term, the Housing Authority shall pay Housing Assistance payment after the execution of the Housing Assistance payment Contract to cover the portion of the lease tem before the Housing Assistance payment contract was executed (maximum of 60 days).

(i). Any Housing Assistance Payment contract executed after the 60-day period is void and the Housing Authority shall not pay any Housing Assistance Payment to the owner.

(j) The Housing Assistance Payment plus tenant rent shall not be more than the rent to owner. It is the responsibility of the owner to return any overpayment.

(k). The owner shall not demand or accept any rent payment from the tenant in excess of the calculated tenant rent.

12.8 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone) and an allowance for the cost of tenant-supplied refrigerators and ranges.

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole, and current utility rates.

The Housing Authority uses a service annually that collects and compiles utility consumption data that is used to update the utility allowance schedule. A database of 2000 units with a ten-year history is used. The service provides rate data, consumption report, rate and average consumption report, summary sheet and utility schedules. Participants may review this information at any time by making an appointment with the Albany Housing Authority.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

Utility allowances greater than the TTP resulting in a utility allowance payment (UAP) may be paid directly to the utility company by the Albany Housing Authority. In these cases, the family will be notified of the amount paid.

12.9 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Albany

Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Albany jurisdiction if the following conditions apply:

A. It is the owner's practice to charge such penalties for assisted and unassisted tenants, and
B. The owner also charges such penalties against the tenant for late payment of family rent to the owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the Albany Housing Authority.

12.10 CHANGE OF OWNERSHIP

The Albany Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Albany Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the Albany Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

A. Deed of Trust showing the transfer of title; and

B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The Albany Housing Authority may withhold the rent payment until the taxpayer identification number is received.

13.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

The Albany Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The Albany Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Albany Housing Authority will only schedule one more inspection. If the family misses

two inspections, the Albany Housing Authority will consider the family to have violated a Family Obligation and their assistance will be terminated.

13.1 TYPES OF INSPECTIONS

There are seven types of inspections the Albany Housing Authority will perform:

A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.

B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.

C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.

D. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.

E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

F. Move Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.

G. Quality Control Inspection - Supervisory inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

13.2 OWNER AND FAMILY RESPONSIBILITIES

A. Owner Responsibility for HQS

1. The owner must maintain the unit in accordance with HQS.

2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Albany Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Albany Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

3. The Albany Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Albany Housing Authority and the Albany Housing Authority verifies the correction. If a

defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Albany Housing Authority approved extension).

4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the Albany Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:

a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;

b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or

c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).

2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Albany Housing Authority approved extension).

3. If the family has caused a breach of the HQS, the Albany Housing Authority will take prompt and vigorous action to enforce the family obligations. The Albany Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

13.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirements

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for

personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

c. The dwelling unit must have space for the storage, preparation, and serving of food.

d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

a. There must be at least one window in the living room and in each sleeping room.

b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

b. The roof must be structurally sound and weather tight.

c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

b. There must be adequate air circulation in the dwelling unit.

c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.

d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Definitions

a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.

c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.

d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.

e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.

f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm^2), or 0.5 % by weight or 5000 parts per million (PPM).

2. Performance Requirements

a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.

c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.

d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces with in the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.

f. The requirements in this paragraph apply to:

   i. All painted interior surfaces within the unit (including ceilings but excluding furniture);

   ii. The entrance and hallway providing access to a unit in a multi-unit building; and

   iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.

h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph (c) of this Section.

i. The requirements in paragraph (g) of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:

i. Within the unit;

ii. The entrance and hallway providing access to a unit in a multi-unit building; and

iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

j. In lieu of the procedures set forth in paragraph g of this Section, the Housing Authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph (k) of this Section.

k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

i. A defective paint surface shall be treated if the total area of defective paint on a component is:

(1) More than 10 square feet on an exterior wall;

(2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;

(3) More than 10% of the total surface area on an interior or exterior component with a small surface

area, including, but not limited to, windowsills, baseboards and trim.

ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydroblasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.

iv. During exterior treatment soil and playground equipment must be protected from contamination.

v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.

vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.

o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

2. NYS SMOKE DETECTOR LAW

Section 704.2 of the NYS property maintenance code requires that all R-2, R-3 & R-4 dwellings in NYS must install smoke detectors in each sleeping area & outside each sleeping area if they don't presently exist. R-2 buildings are 1 & 2 family structures, townhouses and rowhouses. R-3 buildings are all apartment buildings. Battery operated smoke detectors may be installed if no construction is underway, unless there is attic or basement access that would allow the installion of electrical wiring for hard wired smoke detectors that would not require the removal of ceiling or floor finishes to install. In addition, sections of the NYS Fire Code and NYS Residential Code on smoke detectors require that the Smoke Detectors in a dwelling unit be hard wired with battery backup and be interconnected when renovations are being done.

13.4 EXCEPTIONS TO THE HQS ACCEPTABIILITY CRITERIA

The Albany Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Albany Housing Authority has received HUD approval to require the following additional criteria:

A. In each room, there will be at least one exterior window that can be opened and that contains a screen.

B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.

C. Adequate heat shall be considered to be 68 degrees.

D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.

E. A ¾” overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

13.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

The Albany Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 10 working days) upon receipt of a Request for Tenancy Approval. The Inspection Department will report the findings to the owner and participant in writing. If the unit fails, the Inspection Department’s letter will include a second inspection appointment approximately one month after the first inspection to ensure sufficient time to make needed repairs. For minor deficiencies,

the Inspection Department will attempt to revisit the unit sooner than 30 days. If the unit fails the second inspection, the Section 8 Department will only schedule a third request for inspection after the Section 8 Department receives a $75 administration fee. The landlord may also hire a qualified HQS inspector, provided that he submits the findings to the Inspection Department within 30 days of the second failed inspection.

No unit will be placed in the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units under Contract

If a unit already under contract fails, the same policy applies, but with the addendum that if the failure of the items on the inspection report might endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations, and will be given notice that if the items are not corrected by the second scheduled inspection, then the Section 8 Department will immediately abate rent and withhold any check already processed for delivery to the landlord.

For less serious failures, the Inspection Department will schedule a second inspection in approximately 30 days. If the unit fails the second inspection, the Inspection Department will send the Inspection record to the Section 8 Department for immediate abatement of rent and/or withholding of the check if staff already prepared the check. The Section 8 Department will then notify the landlord and participant that upon receipt of a $75 administrative fee, the Section 8 Department will schedule one final inspection. The landlord may choose to use a qualified HQS inspector, but he must submit the inspection report within 30 days of the second inspection failure or the Section 8 Department will terminate the HAP contract in accordance with Sections 13.5 (D), 13.7 and 17.2©(6).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Albany Housing Authority will terminate assistance for the family in accordance with Sections 13.2(B) and 17.0(B)(3).

C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.

2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.

3. Non-emergency items must be completed within 10 days of the initial inspection.

4. For major repairs, the owner will have up to 30 days to complete.

D. Extensions

At the sole discretion of the Albany Housing Authority, the Inspection Department may grant an extension to an owner to complete repairs if the owner has made a good faith effort to initiate repairs. This sometimes occurs when there is a delay with the shipment of parts.

When the Inspection Department determines that the owner will not complete needed repairs after the extended time period for completing the repairs is over, the Section 8 Department will abate the rent. If the landlord requests a third inspection, upon the receipt of a $75 administration fee, Section 8 staff will schedule one final inspection. If the unit fails due to landlord issues, the Section 8 Department will immediately terminate the HAP contract, and issue a new voucher to the participant for use in a new apartment. If the cause of the failure is clearly the fault of the client, the Section 8 Department will terminate the client's assistance, but the client will be eligible to request a fair hearing.

13.6 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

A. No hot or cold water

B. No electricity

C. Inability to maintain adequate heat

D. Major plumbing leak

E. Natural gas leak

F. Broken lock(s) on first floor doors or windows

G. Broken windows that unduly allow weather elements into the unit

H. Electrical outlet smoking or sparking

I. Exposed electrical wires which could result in shock or fire

J. Unusable toilet when only one toilet is present in the unit

K. Security risks such as broken doors or windows that would allow intrusion

L. Other conditions which pose an immediate threat to health or safety

13.7 ABATEMENT

The abatement of rent after the second failed inspection noted in 13.5 and 13.6 above will continue until the HAP contract is terminated. When the deficiencies are corrected, the Albany Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the Albany Housing Authority will send a notice of termination to both the tenant and the owner. The maximum number of inspections to be completed in each unit will be three. If the unit does not meet HQS standards on the third inspection, notification to the owner and tenant will be made regarding termination of the Housing Assistance Payments contract. The tenant will be given the opportunity to request an informal hearing.

14.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES

This Section only applies to HAP contracts in effect before October 2, 1995. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless the Albany Housing Authority has performed a move-out inspection. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

A. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.

B. No damage claims will be paid for contracts effective on or after October 2, 1995.

14.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The Albany Housing Authority will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the Albany Housing Authority to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. The Albany Housing Authority will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owned by the tenant up to the date of HAP termination.

All claims and supporting documentation under this Section must be submitted to the Albany Housing Authority within thirty (30) days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

14.2 PARTICIPANT RESPONSIBILITIES

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the Albany Housing Authority. This shall be done by either paying the full amount due immediately upon the Albany Housing Authority requesting it or through a Repayment Agreement that is approved by the Albany Housing Authority.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

15.0 RECERTIFICATION

15.1 CHANGES IN LEASE OR RENT

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give the Albany Housing Authority a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify the Albany Housing Authority of any changes in the amount of the rent at least sixty (60) days before the changes go into effect. Any such changes are subject to the Albany Housing Authority determining them to be reasonable.

Assistance shall not be continued unless the Albany Housing Authority has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

A. Requirements governing participant or owner responsibilities for utilities or appliances;

B. In the lease terms governing the term of the lease;

C. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of the Albany Housing Authority is not required for changes other than those specified in A, B, or C above.

15.2 ANNUAL REEXAMINATION

At least annually the Albany Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

Income limits are not used as a test for continued eligibility at reexamination unless the family is moving under portability and changing their form of assistance.

The Albany Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. This letter will be sent out at least 90 days in advance of the anniversary date. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

Persons with disabilities who are unable to come the Housing Authority’s office will be granted an accommodation by conducting the interview at the person’s home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Albany Housing Authority will determine the family's annual income and will calculate their family share.

The Albany Housing Authority will send a written notification to the owner and tenant when a new family share is determined. No signature of the parties is required.

15.2.1 Effective Date Of Rent Changes For Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30 day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.2.2 Missed Appointments

If the participating family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. This letter is called "Warning Letter." **The Warning Letter** will advise the client to call their Housing Eligibility Assistant within 5 days to make an appointment for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview may result in the Albany Housing Authority taking action to terminate the family's assistance.

15.2.3 Failure to Respond to Notification to Reexamination

If the family fails to respond to the **Warning Letter**, a **Final Warning Letter** will then be sent notifying the client that the Authority will permanently terminate voucher benefits if the client does not contact the Housing Eligibility Assistant within 5 business days of receipt of the **Final Warning Letter**.

If the family does not appear for a reexamination interview, and has not rescheduled or made prior arrangements with the Housing Authority, the Albany Housing Authority will not reschedule any more appointments.

If the family fails to appear for the appointment and has not rescheduled or made prior arrangements, The Housing Eligibility Assistant will prepare a Request for Permission to Terminate a Voucher Contract form and submit it together with the client record to the Eligibility/ Termination Review Unit. The Unit will review the request and submit it to the Administrator of the Section 8 Department for final approval. If the request is approved, The Housing Authority will then send the family a notice of termination and offer them an informal hearing.

The Tenant Selection Supervisor may make exception to these policies, if the family is able to document an emergency situation that prevented them from canceling or attending

the appointment or if requested as a reasonable accommodation for a person with a disability.

15.2.4 Documentation and Verification

The Housing Authority will obtain and document in the tenant file third party verification of the following factors:

(i) Reported family annual income;

(ii) The value of assets;

(iii) Expenses related to deductions from annual income; and

(iv) Other factors that affect the determination of adjusted income.

If third party verification is not obtained, the Housing Authority will document in the tenant file why third party verification was not obtained for the above factors.

15.3 INTERIM REEXAMINATIONS

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families are not required to but may report any decrease in income or increase in allowable expenses within 10 days of the change. This may result in an interim change in benefits.

Families are required to report the following changes to the Albany Housing Authority between regular reexaminations. These changes may trigger an interim reexamination.

A. A member has been added to the family through birth or adoption or court-awarded custody.

B. A household member is leaving or has left the family unit.

C. Family break-up

In circumstances of a family break-up, the Albany Housing Authority will make a determination of which family member will retain the certificate or voucher, taking into consideration the following factors:

1. To whom the certificate or voucher was issued.

2. The interest of minor children or of ill, elderly, or disabled family members.

3. Whether the assistance should remain with the family members remaining in the unit.

4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Albany Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Albany Housing Authority will make determinations on a case by case basis.

The Albany Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 17.3.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Albany Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Albany Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.2.2.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Albany Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

15.3.1 Interim Reexamination Policy

The Albany Housing Authority will conduct interim reexaminations of income only when clients report reductions in their income. All participants are required, therefore, to report all decreases in income and changes in family composition within 10 days of the change. Increases in income should be reported at the next annual reexamination. Subsidy changes as a result of the increased income will take effect on the regular reexamination effective date.
Note: No interim reexamination may be processed when a family reports a loss of welfare benefits due to fraud. Also, no interim change may be processed when a client loses welfare benefits because the client failed to participate in self-sufficiency or work activity.

15.3.2 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Albany Housing Authority may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

15.3.3 Effective Date of Rent Changes Due to Interim or Special Reexaminations

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

15.3.4 Housing Authority Errors

If the Albany Housing Authority makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

15.3.5 Non-fixed Income Classification

If family income changes multiple times each year, eg, from employment to UIB, to employment with a different employer, to UIB, to public assistance – resulting in two or more interim changes in the previous year, or if the income is based on commissions,

it should be considered "non-fixed." Staff should use the gross total income received from all sources in the past year and project that amount for next year. This "non-fixed" income status should remain until the client works for a full year with one employer or a full year with multiple employers but working at around the same rate of pay, with no interruption in employment.

16.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE ALBANY HOUSING AUTHORITY

The Housing Authority may at any time terminate program assistance for a participant, because of any of the following actions or inaction by the household:

A. If the family violates any family obligations under the program.

B. If a family member fails to sign and submit consent forms.

C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Albany Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

D. If any member of the family has ever been evicted from public housing.

E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.

F. If any member of the family commits drug-related or violent criminal activity.

G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.

H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing

Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)

K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.

L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.

M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.

N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Albany Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

O. If any one in the family is or has been convicted of manufacturing or otherwise producing methamphetamine in violation of any Federal or State Law the Housing Authority is required by law to permanently deny assistance and/or terminate assistance to the entire family.

17.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Albany Housing Authority, subject to due process. In such a case, the Housing Eligibility Assistant shall submit a **Request for Termination of Voucher Contract** form to the Eligibility/ Termination Review Unit, which will make a determination subject to the approval of the Administrator of the Section 8 Department. Under some circumstances the contract automatically terminates.

17.1 TERMINATION OF THE LEASE

Termination of the Lease

a. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Albany Housing Authority after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days).

b. By the owner.

1. The owner may terminate the lease during its term on the following grounds:

   i. Serious or repeated violations of the terms or conditions of the lease;

   ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;

   iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

   iv. Any drug-related or violent criminal activity on or near the premises;

   v. Other good cause. Other good cause may include, but is not limited to:

      (a) Failure by the family to accept the offer of a new lease;

      (b) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

      (c) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;

      (d) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

2. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

3. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant

specifying the grounds for termination. The owner must give the Albany Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

4. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

c. Termination of the Lease By mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

17.2. TERMINATION OF THE CONTRACT

Termination of the Contract

a. Automatic termination of the contract

1. If the Albany Housing Authority terminates assistance to the family, the contract terminates automatically.

2. If the family moves out of the unit, the contract terminates automatically.

3. 180 calendar days after the last housing assistance payment to the owner.

b. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

c. Termination of the HAP contract by the Albany Housing Authority

The Housing Authority may terminate the HAP contract because:

1. The Housing Authority has terminated assistance to the family.

2. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

3. When the family breaks up and the Albany Housing Authority determines that the family members who move from the unit will continue to receive the assistance.

4. The Albany Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

5. The owner has breached the contract in any of the following ways:

   i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS and Albany City Codes.

   ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act.

   iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

   iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;

   v. If the owner has engaged in drug related criminal activity or any violent criminal activity.

   vi. If a welfare-to-work family fails to fulfill its obligations under the welfare-to work voucher program.

d. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

17.3 ZERO SUBSIDY TERMINATION

Zero Subsidy Termination

For tenants whose subsidy payment is $0.00, assistance shall be terminated after six (6) months and a Statutory 90 Day Notice shall be issued.

i. The Housing Authority shall restart Housing Assistance Payments for $0.00 assistance families if less than 180 days elapsed since last payment; family notifies the housing Authority of income reduction or Gross Rent increase so family's total tenant Payment is not greater than Gross rent; and the family moves to new unit where there is Housing Assistance Payments.

ii. After 180 days at $0.00 Housing Assistance Payments, the family must reapply to receive further assistance.

Final HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgement or the family moves out.

18.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

18.1 COMPLAINTS

The Albany Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Albany Housing Authority may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

18.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The Albany Housing Authority will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Albany Housing Authority decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not required

The Albany Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Albany Housing Authority subsidy standards.

2. An Albany Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.

3. An Albany Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. An Albany Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.

5. An Albany Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.

6. General policy issues or class grievances.

7. Discretionary administrative determinations by the Albany Housing Authority.

C. Informal Review Process

The Albany Housing Authority will give an applicant an opportunity for an informal review of the Albany Housing Authority decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Albany Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.

2. The applicant will be given an opportunity to present written or oral objections to the Albany Housing Authority decision.

3. The Albany Housing Authority will notify the applicant of the Albany Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Albany Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the Albany Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance,* or of the INS appeal decision to request the review.

18.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. The Albany Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following

Albany Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Albany Housing Authority policies:

a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Albany Housing Authority utility allowance schedule.

c. A determination of the family unit size under the Albany Housing Authority subsidy standards.

d. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Albany Housing Authority subsidy standards, or the Albany Housing Authority determination to deny the family's request for an exception from the standards.

e. A determination to terminate assistance for a participant family because of the family's action or failure to act.

f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Albany Housing Authority policy and HUD rules.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Albany Housing Authority will give the opportunity for an informal hearing before the Albany Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not required

The Albany Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Albany Housing Authority.

2. General policy issues or class grievances.

3. Establishment of the Albany Housing Authority schedule of utility allowances for families in the program.

4. An Albany Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.

5. An Albany Housing Authority determination not to approve a unit or lease.

6. An Albany Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Albany Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)

7. An Albany Housing Authority determination that the unit is not in accordance with HQS because of the family size.

8. A determination by the Albany Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this Section, the Albany Housing Authority will notify the family that the family may ask for an explanation of the basis of the Albany Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Albany Housing Authority will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:

   a. Contain a brief statement of the reasons for the decision; and

   b. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The Albany Housing Authority and participants will adhere to the following procedures:

1. Discovery

   a. The family will be given the opportunity to examine before the hearing any Albany Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Albany Housing Authority

does not make the document(s) available for examination on request of the family, the Albany Housing Authority may not rely on the document at the hearing.

b. The Albany Housing Authority will be given the opportunity to examine, at the Albany Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The Albany Housing Authority will be allowed to copy any such document at the Albany Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Albany Housing Authority, the family may not rely on the document(s) at the hearing.
Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

a. The hearing will be conducted by any person or persons designated by the Albany Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.

b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Albany Housing Authority hearing procedures.

4. Evidence

The Albany Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The Albany Housing Authority is not bound by a hearing decision:

a. Concerning a matter for which the Albany Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Albany Housing Authority hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

c. If the Albany Housing Authority determines that it is not bound by a hearing decision, the Albany Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Albany Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Albany Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

19.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for the Albany Housing Authority to spend money from its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The Albany Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to **($10,000)** for authorized expenditures.

Any item(s) exceeding **($10,000)** will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

20.0 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of the Albany Housing Authority against costs associated with any judgement of infringement of intellectual property rights.

21.0 ALBANY HOUSING AUTHORITY OWNED HOUSING

Units owned by the Albany Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with Federal regulation, the Albany Housing Authority will do the following:

A. The Albany Housing Authority will make available through the briefing process both orally and in writing the availability of Albany Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).

B. The Albany Housing Authority will obtain the services of an independent entity to perform the following Albany Housing Authority functions:

1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Albany Housing Authority.

2. To assist the family in negotiating the rent.

3. To inspect the unit for compliance with HQS.

C. The Albany Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions

D. The Albany Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.

E. The Albany Housing Authority, or the independent agency/agencies will not charge the family any fee or charge for the services provided by the independent agency.

22.0 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, the Albany Housing Authority will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

23.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM COMPLETED

As of 9/30/01, all previously issued certificates have been transitioned to Housing Choice Vouchers as per HUD regulations.

A. New HAP Contracts

As of October 1, 1999, the Albany Housing Authority only entered into HAP contracts for tenancy under the voucher program, and did not enter into new HAP contracts for tenancy under the certificate program.

B. Over-FMR Tenancy

If the Albany Housing Authority entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of October 1, 1999, on and after October 1, 1999 such tenancy was considered and treated as a tenancy under the voucher program, and was subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) was not applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

C. Voucher Tenancy

If the Albany Housing Authority entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999, on and after October 1, 1999 such tenancy continued to be considered and treated as a tenancy under the voucher program, and was subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b) (2) was not applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

D. Regular Certificate Tenancy

The Albany Housing Authority terminated program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminated automatically. The Albany Housing Authority gave at least 120 days written notice of such termination to the family and the owner, and the Albany Housing Authority offered the family the opportunity for continued tenant-based assistance under the voucher program. The Albany Housing Authority could have denied the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553. A Housing Choice Voucher also could have been issued sooner if requested jointly by the owner and the family.

24.0 SPECIAL PROGRAMS AND VOUCHER SET-ASIDES

The Albany Housing Authority has a number of special programs and Housing Vouchers set-aside for special populations. They are as follows:

A. **Vouchers set-aside for Homeless Persons with Disabilities.** The Albany Housing Authority in conjunction with the Albany County Department of Mental Hygiene provide housing vouches and support services to homeless persons with disabilities. This program is designed to help persons with disabilities move from the street, shelters or transitional housing facilities for homeless persons to permanent housing. An ongoing support services component is tied to this program. Support services must be available to participants for the same five years that participants receive rental voucher assistance.

B. **HUD VASH Program.** These vouchers are part of a national initiative of HUD and the Veterans Affairs Supportive Housing Program. These Vouchers are set-aside for homeless veterans with severe psychiatric or substance abuse disorders. Ongoing case management, health and other support services will be made available for the term of the Section 8 funding.

C. **Shelter Plus Care Program #1.** The Albany Housing Authority in conjunction with the Corporation for AIDS Research, Education and Services (CARES) and in cooperation with the Capital District AIDS Housing Task Force (CDAHTE) provide rental assistance and support services necessary to assist a thirty unit program for homeless individuals and families living with AIDS and related diseases. This program includes five project- based units located at 135 Dove Street, operated by Apricot Housing.

D. **Shelter Plus Care Program #2.** The Shelter Plus Care program was awarded twelve additional units for Homeless persons with disabilities.

E. **Shelter Plus Care Program #3**. The Shelter Plus Care Program was awarded 15 additional units for Homeless persons with disabilities.

F. **Section 8 Moderate Rehabilitation Single Room Occupancy (SRO) Program.** The Albany Housing Authority in conjunction with the Homeless Action Committee HHAC) provide housing assistance to chronic homeless persons living on the streets of Albany who have alcoholism as a primary disability. The design of this program is to help move this population from the street to permanent housing.

G. **Family Self-Sufficiency Program.** This program provides job training, employment counseling, work placement, basis skills training, English proficiency, housing subsidies, financial and household management resources, community involvement,

apprenticeships and any program (including a substance abuse or mental health treatment program) necessary to ready a participant for work and thus help develop economic independence. Certain realistic income milestones are worked out one-on-one with the FSS Coordinator. Increases in earned income resulting in increased tenant portion is matched and placed in an escrow account, which will be released for the participant's use upon graduation from the training and economic development achievement portion of the program. The program is empowered by an Action Plan approved by HUD. The AHA Section 8 Department has developed procedures regarding the maintenance and administration of the escrow, early disbursement of some FSS participant escrow funds to ensure the economic growth of the participant (only with the approval of the Disbursement Review Board), community outreach and other related procedures.

H. **Section 8 Home Ownership Program.** The Section 8 Home Ownership Program of the Albany Housing Authority permits eligible participants in the Section 8 Housing Choice Voucher Program, including participants with portable vouchers, the option of purchasing a home using the HAP payment to defray some of the costs of the monthly mortgage payments, rather than to pay rent. AHA gives priority status to applicants for the Home Ownership Program who are participants in the Albany Housing Authority Family Self-Sufficiency Program (FSS), including recent graduates of the FSS Program.

I. **Welfare to Work Program.** The Section 8 Department received 497 special Welfare to Work vouchers for TANF clients in 2000. All will be leased up by 3/01/01. The attached Welfare to Work Strategic Plan outlines AHA's plans, goals strategies and success measures to nurture self-sufficiency for these clients in the year 1/1/02-12/31/02.

Amendments to the Administrative Plan address policy and procedures of these programs. They are attached and cover such topics as the persons to be served, the outreach to be completed, eligibility requirements and selection procedures indicative to each program.

25.0 SECTION 8 HOME OWNERSHIP PROGRAM

1. GENERAL PROVISIONS.

The Section 8 Home Ownership Program of the Albany Housing Authority ("AHA")

permits eligible participants in the Section 8 housing choice voucher program, including participants with portable vouchers, the option of purchasing a home using the HAP payment to defray some of the cost of the monthly mortgage payment.

Participants and graduates of the Family Self Sufficiency ("FSS") program and also disabled Section 8 housing choice voucher holders shall receive a priority for participation in the home ownership program.

Eligible applicants for the Section 8 home ownership program include newly admitted or existing participants in the Section 8 housing choice voucher program. Term. Applicants may not owe AHA or any other Housing Authority an outstanding debt, and must meet the eligibility criteria set forth herein.

Section 8 home ownership assistance must be used to purchase new or existing single-family homes in the City of Albany, New York. AHA also will permit portability of Section 8 home ownership assistance to another jurisdiction, provided the receiving jurisdiction operates a Section 8 home ownership program for which the Section 8 home ownership applicant qualifies or authorizes AHA to administer the home ownership assistance in their jurisdiction.

2. FAMILY ELIGIBILITY REQUIREMENTS.

Participation in the Section 8 home ownership program is voluntary. Each Section 8 home ownership participant must meet the general requirements for admission to the Section 8 housing choice voucher program as set forth in AHA's Administrative Plan. Such Section 8 family also must be "eligible" to participate in the home ownership program. The additional eligibility requirements for participation in AHA's Section 8 home ownership program include that the family must: (A) be a first-time homeowner or have a member who is a person with disabilities; (B) with the exception of elderly and disabled households, meet a minimum income requirement without counting income from "welfare assistance" sources; (C) with the exception of elderly and disabled households, meet the requisite employment criteria; **(D) must be a newly admitted or existing participant in the housing choice voucher program;** (E) have fully repaid any outstanding debt owed to AHA or any other Housing Authority**;** (F) not defaulted on a mortgage securing debt to purchase a home under the home ownership option; and (G) not have any member who has a present ownership interest in a residence at the commencement of home ownership assistance.

A. First-Time Homeowner.

Each Section 8 family, except families with a disabled member, must be a first-time homeowner. A "first-time homeowner" means that no member of the household has had an ownership interest in any residence during the three years preceding commencement of home ownership assistance. However, a single parent or displaced homemaker who, while married, owned a home with a spouse (or resided in a home owned by a spouse) is considered a "first-time homeowner" for purposes of the Section 8 homeownership option; and the right to purchase title to a residence under a lease-purchase agreement is

not considered an "ownership interest."

B. Minimum Income Requirement.

(1) Amount of Income.

At the time the family begins receiving homeownership assistance, the head of household, spouse, and/or other adult household members who will own the home, must have a gross annual income at least equal to the Federal minimum hourly wage multiplied by 2000 hours. This is currently $10,300. Note that per the FHA Underwriting Mortgage Letter 2001-20, the monthly HAP will also be treated as income.

(2) Exclusion of Welfare Assistance Income.

With the exception of elderly and disabled families, AHA will disregard any "welfare assistance" income in determining whether the family meets the minimum income requirement. Welfare assistance includes assistance from Temporary Assistance for Needy Families ("TANF"); Supplemental Security Income ("SSI") that is subject to an income eligibility test; food stamps; general assistance; or other welfare assistance specified by HUD. The disregard of welfare assistance income under this section affects the determination of minimum monthly income in determining initial qualification for the home ownership program. It does not affect the determination of income-eligibility for admission to the Section 8 housing choice voucher program, calculation of the family's total tenant payment, or calculation of the amount of home ownership assistance payments.

C. Employment History.

With the exception of disabled and elderly households, each family must demonstrate that one or more adult members of the family who will own the home at commencement of home ownership assistance is employed full-time (an average of 30 hours per week) and has been so continuously employed for one year prior to execution of the sales agreement. In order to reasonably accommodate a family's participation in the program, AHA will exempt families that include a person with disabilities from this requirement. AHA's Executive Director may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. The Executive Director may also consider successive employment during the one-year period and self-employment in a business.

D. Families may be newly admitted or existing participants

A family assisted under the homeownership option may be new participants in the Section 8 housing choice voucher program or existing participants in the program. Nothing in this provision will preclude Section 8 participants who port from another jurisdiction from participating in the Section 8 home ownership program.

E. Repayment of Any Housing Authority Debts.

Participants in the Section 8 housing choice voucher program shall be ineligible for participation in the Section 8 home ownership program in the event any debt or

portion of a debt remains owed to AHA or any other Housing Authority. Nothing in this provision will preclude Section 8 participants that have fully repaid such debt(s) from participating in the Section 8 home ownership program.

F. Additional Eligibility Factors.

(1) Elderly and Disabled Households.

Elderly and disabled families are exempt from the employment requirements set forth in Section 2. C. above. In the case of an elderly or disabled family, AHA will consider income from all sources, including welfare assistance in evaluating whether the household meets the minimum income required to purchase a home through the Section 8 home ownership program. Disabled families shall have a preference for participation in the home ownership program.

(2) Preference for Participation in FSS Program**.**

Applicants for the home ownership program are not required to participate in AHA's Family Self Sufficiency ("FSS") program in order to participate in the home ownership program. However, FSS participants shall have a preference for participation in the home ownership program.

(3) Prior Mortgage Defaults.

If a head of household, spouse, or other adult household member who will execute the contract of sale, mortgage and loan documents has previously defaulted on a mortgage obtained through the Section 8 home ownership program, the family will be ineligible to participate in the home ownership program.

3. FAMILY PARTICIPATION REQUIREMENTS.

Once a family is determined to be eligible to participate in the program, it must comply with the following additional requirements: (A) complete a home ownership counseling program approved by AHA prior to commencement of home ownership assistance; (B) within a specified time, locate the home it proposes to purchase; (C) submit a sales agreement containing specific components to AHA for approval; (D) allow AHA to inspect the proposed home ownership dwelling to assure that the dwelling meets appropriate housing quality standards; (E) obtain an independent inspection covering major building systems; (F) obtain AHA approval of the proposed mortgage (which must comply with generally accepted mortgage underwriting requirements); and (G) enter into a written agreement with AHA to comply with all of its obligations under the Section 8 program.

A. Home Ownership Counseling Program.

A family's participation in the home ownership program is conditioned on the family attending and successfully completing a home ownership and housing counseling program provided or approved by AHA prior to commencement of home ownership assistance. The home ownership and counseling program will cover home maintenance; budgeting and money management; fair housing; predatory lending issues; credit counseling; negotiating purchase price; securing mortgage financing; finding a home; and the advantages of purchasing and locating homes in areas that do not have a high concentration of low-income families.

The counseling agency providing the counseling program shall either be approved by

HUD or the program shall be consistent with the home ownership counseling provided under HUD's Housing Counseling program. AHA may require families to participate in a AHA-approved home ownership counseling program on a continuing basis**.**

B. Locating and Purchasing a Home.

(1) Locating A Home

Upon approval for the Section 8 home ownership program, a family shall have two hundred seventy (270) days to locate a home to purchase. A home shall be considered located if the family submits a proposed sales agreement with the requisite components to AHA. For good cause, AHA may extend a Section 8 family's time to locate the home for additional thirty (30) day increments. During a Section 8 participant's search for a home to purchase, their Section 8 rental assistance shall continue pursuant to the Administrative Plan. If a Section 8 participant family is unable to locate a home within the time approved by AHA, their Section 8 rental assistance through the Section 8 housing choice voucher program shall continue.

(2) Type of Home.

A family approved for Section 8 home ownership assistance may purchase a new or existing single-family home in the City of Albany, NY. The home must be already existing or under construction at the time AHA determines the family eligible for home ownership assistance. The family also may purchase a home in a jurisdiction other than the City of Albany, provided the Housing Authority in the receiving jurisdiction operates a Section 8 home ownership program for which the Section 8 home ownership applicant qualifies or authorizes AHA to administer the home ownership assistance in their jurisdiction. In the former case, a family's participation in the Section 8 home ownership program will be subject to the Section 8 home ownership program and policies of the receiving jurisdiction.

(3) Purchasing a Home.

Once a home is located and a sales agreement approved by AHA is signed by the family, the family shall have up to three (3) months, or such other time as is approved by AHA's Executive Director or set forth in the AHA-approved sales agreement, to purchase the home.

(4) Failure to Complete Purchase.

If a Section 8 participant is unable to purchase the home within the maximum time permitted by AHA, AHA shall continue the family's participation in the Section 8 housing choice voucher program. The family may not re-apply for the Section 8 home ownership program until they have completed an additional year of participation in the Section 8 housing choice voucher program following the initial determination of their eligibility for the home ownership option.

(5) Lease-Purchase

Families may enter into lease-purchase agreements while receiving Section 8 rental assistance. All requirements of the housing choice voucher program apply to lease-purchase agreements, except that families are permitted to pay an extra amount out-of-pocket to the owner for purchase related expenses-- a "home ownership premium." Any "home ownership premium," defined as an increment of value attributable to the value of the lease-purchase right or agreement, is excluded from AHA's rent reasonableness determination and subsidy calculation, and must be absorbed by the

family. When a lease-purchase participant family is ready to exercise their option, they must notify the Home Ownership Counselor at AHA and apply for the home ownership option. If determined eligible for home ownership assistance, the family may be admitted to the home ownership program and must meet all the requirements of these policies.

C. Sales Agreement.

Prior to execution of the offer to purchase or sales agreement, the financing terms must be provided by the family to AHA for approval**.** The sales agreement must provide for inspection by AHA and the independent inspection referred to in Section 3(E) and must state that the purchaser is not obligated to purchase unless such inspections are satisfactory to AHA. The contract also must provide that the purchaser is not obligated to pay for any necessary repairs without approval by AHA. The sales agreement must provide that the purchaser is not obligated to purchase if the mortgage financing terms are not approved by AHA pursuant to Section 3(F). The sales agreement must also contain a seller certification that the seller is not debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

D. Independent Initial Inspection Conducted.

To assure the home complies with the housing quality standards of the Section 8 program, home ownership assistance payments may not commence until AHA first inspects the home. An independent inspection of existing homes covering major building systems also must be completed by a professional selected by the family and approved by AHA. AHA will not pay for the independent inspection. The independent inspection report must be provided to AHA. AHA may disapprove the unit due to information contained in the report or for failure to meet federal housing quality standards**.**

E. Financing Requirements.

The AHA requires that financing for the purchase of a home under the Section 8 homeownership program either be provided, insured, or guaranteed by New York state or the Federal government; that it complies with secondary mortgage market underwriting requirements; and that it complies with generally accepted private section underwriting standards. The proposed financing terms must be submitted to and approved by AHA prior to close of escrow. AHA shall determine the affordability of the family's proposed financing. In making such determination, AHA may take into account other family expenses, including but not limited to child care, unreimbursed medical expenses, education and training expenses and the like. Certain types of financing, including but not limited to, balloon payment mortgages**,** unless convertible to a variable rate mortgage, are prohibited and will not be approved by AHA**.** Seller-financing mortgages shall be considered by AHA on a case by case basis. **If a mortgage is not FHA-insured, AHA will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD/ FHA, Ginnie Mae, Fannie Mae, Freddie Mac, USDA Rural Housing Services, the Federal Home Loan Bank, or other private lending institution.**

F. Compliance With Family Obligations.

A family must agree, in writing, to comply with all family obligations under the Section 8 program and AHA's home ownership policies. These obligations include (1) attending

ongoing home ownership counseling, if required by AHA; (2) complying with the mortgage terms; (3) not selling or transferring the home to anyone other than a member of the assisted family who resides in the home while receiving home ownership assistance; (4) not refinancing or adding debt secured by the home without prior approval by AHA; (5) not obtaining a present ownership interest in another residence while receiving home ownership assistance; and (6) supplying all required information to AHA, including but not limited to annual verification of household income, notice of change in home ownership expenses, notice of move-out, and notice of mortgage default. **A**HA's Home Ownership Family Obligation policies are set forth in Appendix A hereto.

4. AMOUNT OF ASSISTANCE.

The amount of the monthly assistance payment will be based on three factors: the voucher payment standard for which the family is eligible; the monthly home ownership expense; and the family's household income. AHA will pay the lower of either the payment standard minus the total family contribution ("TFC") or the family's monthly home ownership expenses minus the TFC. The Section 8 family will pay the difference.

A. Determining the Payment Standard.

The voucher payment standard is the fixed amount the AHA annually establishes as the "fair market" rent for a unit of a particular size located within the AHA jurisdiction. In the home ownership program, the initial payment standard will be the lower of either (1) the payment standard for which the family is eligible based on family size; or (2) the payment standard which is applicable to the size of the home the family decides to purchase. The payment standard for subsequent years will be based on the higher of: (1) the payment standard in effect at commencement of the home ownership assistance; or (2) the payment standard in effect at the most recent regular reexamination of the family's income and size. The initial payment standard, for purposes of this comparison, shall not be adjusted even if there is a subsequent decrease in family size. AHA will request HUD approval of a higher payment standard, up to 120% of the published Fair Market Rent limit, where warranted as a reasonable accommodation for a family that includes a person with disabilities.

B. Determining the Monthly Home Ownership Expense.

Monthly home ownership expense includes all of the following: principal and interest on the initial mortgage and any mortgage insurance premium (MIP) incurred to finance the purchase and any refinancing of such debt; real estate taxes and public assessments; homeowner's insurance; maintenance expenses per AHA allowance; costs of major repairs and replacements per AHA allowance (replacement reserves); utility allowance per AHA's schedule of utility allowances; principal and interest on mortgage debt incurred to finance major repairs, replacements or improvements for the home including changes needed to make the home accessible; and homeowner association dues, fees or regular charges assessed, if any. Home ownership expenses for a cooperative member may only include AHA approved amounts for the cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home; principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt; home

insurance; the allowances for maintenance expenses, major repairs and replacements and utilities; and principal and interest on debt incurred to finance major repairs, replacements, or improvements, including changes needed to make the home accessible.

C. Determining the Total Family Contribution

The TFC is that portion of the home ownership expense that the family must pay. It is generally 30% percent of the family's adjusted income, plus any gap between the payment standard and the actual housing cost. All family income (including public assistance), will be counted to determine the family's adjusted monthly income for purposes of determining the amount of assistance.

D. Payment to Family or Lender.

AHA will provide the lender with notice of the amount of the housing assistance payment prior to close of escrow and will pay AHA's contribution towards the family's homeowner expense directly to the family, unless otherwise required by the lender. The family will be responsible to submit the entire mortgage payment to the lender unless the lender requires direct payment of AHA's contribution**.**

5. TERMINATION OF SECTION 8 HOME OWNERSHIP ASSISTANCE.

A. Grounds for Termination of Home Ownership Assistance

(1) Failure to Comply with Family Obligations Under Section 8 Program or AHA's Home Ownership Policies.

A family's home ownership assistance may be terminated if the family fails to comply with its obligations under the Section 8 program, AHA home ownership policies, or if the family defaults on the mortgage. If required, the family must attend and complete ongoing home ownership and housing counseling classes**.** The family must comply with the terms of any mortgage incurred to purchase and/or refinance the home. The family must provide AHA with written notice of any sale or transfer of any interest in the home; any plan to move out of the home prior to the move; the family's household income and home ownership expenses on an annual basis; any notice of mortgage default received by the family; and any other notices which may be required pursuant toAHA home ownership policies. Except as otherwise provided in this Section, the family may not convey or transfer the home to any entity or person other than a member of the assisted family while receiving home ownership assistance.

(2) Occupancy of Home.

Home ownership assistance will only be provided while the family resides in the home. If the family moves out of the home, AHA will not continue home ownership assistance commencing with the month after the family moves out. Neither the family nor the lender is obligated to reimburse the AHA for home ownership assistance paid for the month the family moves out.

(3) Changes in Income Eligibility.

A family's home ownership assistance may be changed in the month following annual recertification of the household income, but participation in the Section 8 Home Ownership program shall continue until such time as the assistance payment

amounts to $0 for a period of six (6) consecutive months.

(4) Maximum Term of Home Ownership Assistance.

Notwithstanding the provisions of Section 5(A), subparagraphs 1 through 3, except for disabled and elderly families, a family may receive Section 8 home ownership assistance for not longer than ten (10) years from the date of close of escrow unless the initial mortgage incurred to finance purchase of the home has a term that is 20 years or longer, in which case the maximum term is 15 years. Families that qualify as elderly at the commencement of home ownership assistance are not subject to a maximum term limitation. Families that qualify as disabled families at the commencement of home ownership assistance or at any time during the provision of home ownership assistance are not subject to a maximum term limitation. If a disabled family or elderly family ceases to qualify as disabled or elderly, the appropriate maximum term becomes applicable from the date home ownership assistance commenced; provided, however, that such family shall be eligible for at least six additional months of home ownership assistance after the maximum term becomes applicable. The time limit applies to any member of the household who has an ownership interest in the unit during any time that home ownership payments are made, or is a spouse of any member of the household who has an ownership interest.

B. Procedure for Termination of Home Ownership Assistance.

A participant in the Section 8 Home Ownership program shall be entitled to the same termination notice and informal hearing procedures as set forth in the Administrative Plan of the AHA for the Section 8 housing choice voucher program.

C. Recapture of Home Ownership Assistance

The home ownership assistance provided to the family is not subject to total or partial recapture upon the sale or refinancing of the home. **Sales proceeds that are used by the family to purchase a new home with Section 8 home ownership assistance are not subject to recapture. Further, a family may refinance to take advantage of better terms without any recapture penalty.**

6. CONTINUED PARTICIPATION IN SECTION 8 HOUSING CHOICE VOUCHER PROGRAM.

A. Default on FHA-Insured Mortgage.

If the family defaults on an FHA-insured mortgage, AHA may permit the family to move with continued Section 8 housing choice rental assistance if the family demonstrates that it has (a) conveyed title to the home to HUD or its designee, as required by HUD; and (b) moved from the home within the period established or approved by HUD.

B. Default on non-FHA-Insured Mortgage.

If the family defaults on a mortgage that is not FHA-insured, AHA may permit the family to move with continued Section 8 housing choice voucher rental assistance if the family demonstrates that it has (a) conveyed title to the home to the lender, to AHA or to its designee, as may be permitted or required by the lender; and (b) moved from the home within the period established or approved by the lender and/or AHA.

7. AHA ADMINISTRATIVE FEE.

For each month that home ownership assistance is paid by AHA on behalf of the family, AHA shall be paid the ongoing administrative fee described in 24 C.F.R. §982.152(b).

8. WAIVER OR MODIFICATION OF HOME OWNERSHIP POLICIES.

The Executive Director of AHA shall have the discretion to waive or modify any provision of the Section 8 home ownership program or policies not governed by statute or regulation for good cause or to comply with changes in HUD regulations or directives.

APPENDIX A: SECTION 8 HOME OWNERSHIP OBLIGATIONS

This form is to be signed by the home buyer(s) in the presence of the Albany Housing Authority's AHA) Home Ownership Program Coordinator. The Coordinator will explain any and all clauses which you, the home buyer(s), may not understand.

The following paragraphs describe your responsibilities under the Section 8 Home Ownership Program. If you or members of your household do not meet these responsibilities, through your actions or your failure to act, you may be terminated from the Section 8 Home Ownership Program.

1. **Family Obligations:** You must comply with all Family Obligations of the Section 8 Housing Choice Voucher Program, excepting only the prohibition against owning or having an interest in the unit. ***Family Obligations §§ 982.551(c),(d),(e),(f),(g) and (j) do not apply to the Section 8 Homeownership Program.***

2. **Housing Counseling:** All participating family members (i.e. those signing the purchase offer and loan documents) must satisfactorily complete a AHA provided or approved counseling program prior to commencement of home ownership assistance. AHA may require any or all participating family members to attend additional housing counseling classes as a condition of continued assistance.

3. **Purchase Contract:** You must include contract conditions in any Offer to Purchase that give AHA a reasonable time (a) to inspect the home for compliance with HUD's Housing Quality Standards; (b) to review and approve a professional home inspection report obtained by you from a AHA approved inspector; and (c) approve the terms of your proposed financing. Advise your Realtor of these requirements.

4. **Mortgage Obligations:** You must comply with the terms of any mortgage incurred in the purchase of the property and must notify AHA's Home Ownership Program Counselor within five (5) days of receipt of any late payment or default notice.

5. **Occupancy:** You must occupy the unit as your principal residence. You may not transfer, sell, or assign any interest in the property without AHA's prior written consent. You may not rent or lease any part of the premises without AHA's prior written consent. You must notify AHA in writing at least 30 days prior to moving out of the house for a period of 30 days or longer or prior to any sale, transfer, assignment, lease or other form of alienation of the assisted property.

6. **Maintenance:** You must maintain the property in a decent, safe and sanitary manner**.** You must allow AHA to inspect the property within one-week of a demand by AHA to conduct an inspection. You must correct any notice of deficiency issued by AHA within the time limit specified in the notice. If you fail to adequately maintain the property, AHA may divert the maintenance and replacement reserves portions of the Home Ownership Assistance Payment to an escrow account to be used to pay for reasonable and necessary maintenance expenses.

7. **Annual Re-examination:** You must annually provide AHA with current information

regarding family income and composition in a format required by AHA.
8. **Refinancing:** You must notify AHA in writing of any proposal to refinance the original purchase mortgage or of any proposal to encumber the property with secondary financing and obtain AHA's written approval of such financing prior to executing any loan documents.
9. **Default:** In the event of a default on your mortgage obligation, you must cooperate with AHA and the lender to minimize any loss to the lender in order to maintain your eligibility to continue as a participant in the Section 8 Housing Choice Voucher Program.
10. **Recapture**: **There is no recapture requirement.**
By signing below, I attest that I have read and understood my obligations as a participant in the Section 8 Home Ownership Program and I agree to abide by these responsibilities. I understand that AHA may terminate my home ownership assistance if I violate any of these obligations, but that I may request an informal review of any proposed notice of termination prior to it becoming effective.

26. ALBANY HOUSING AUTHORITY WELFARE TO WORK STRATEGIC PLAN
January 1, 2002 – December 31, 2002

Goals & Actions	Key dates	Lead	Strategy and Success Measures
Leasing			

Goals & Actions	Key dates	Lead	Strategy and Success Measures
100% Lease-up (currently 98%)	Reach goal by 3/1/02		We plan to continue canvassing 20 applicants per m 100%. Once @ 100%, we will reduce canvassing to month to create the capacity to immediately backfill reason no longer are on the program. We will regula and adjust if necessary.
PARTICIPANT SUCCESS			
Riona Pickering	Started working full-time on 4/3/01		Participant started out on TANF, but she is now wor
Sakina Jones	Started working full-time on 10/30/01		Participant started out on TANF, but she is now wor
Sabrina Valvik	Started working full-time on 10/29/01		Participant started out on TANF, but she is now wor

Goals & Actions	Key dates	Lead	Strategy and Success Measures
PARTNERSHIP/ADMINIST RATIVE			
Goal – To enroll 100 WtW clients into the Financial Self-Sufficiency Program (FSS). Section 8 Dept./ FSS Coordinator	Start date – 1/1/02 Completion Date – 6/30/02	FSS Coordinator	- Canvass 200 WtW clients for interest in the FSS direct mailings to 50 WtW clients at a time to m then adjust future mailings in order to enroll 100 - Section 8 Administrator will monitor success mo new monthly reporting system.
AHA Wage Center/ FSS Coordinator	Start date 1/1/02	Coordinator FSS/ Director of Wage Center	We plan to use the AHA Wage Center as a "triage" services to clients. The Wage Center Director will re to the Administrator of the Section 8 Department. O following: Rehabilitation Support Services (RSS), C Albany County Dept. of Social Service's Educationa (EOC), NYS Dept. of Labor Wage Subsidy Program $800000 grant to pay private employers to pay for in clients), CTI Computer Training Center, Center Civi Placement Consortium of the Northeast, Capital Reg (CDTI- for bus passes to get to work), and Bryant an basic computer and literacy skills training.
Home Ownership	Start date 2/1/02	Coordinator FSS/Admin -istrator Section 8 Dept.	Recruit 4 interested clients to participate in our Secti Ownership Program. Refer to our Partner the Afford Partnership for pre purchase and post purchase coun

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27.0

ALBANY HOUSING AUTHORITY

Family Self-Sufficiency Program

ACTION PLAN

JANUARY 15, 2002

27.0

PURPOSE

The purpose of the Family Self-Sufficiency (FSS) Program is to promote the development of local strategies to coordinate housing assistance under the Section 8 rental voucher program with public and private resources, and to enable eligible families who receive assistance under this program to achieve economic independence and self-sufficiency.

OBJECTIVE

The objective of the FSS Program (commitment) is to assist 286 low-income Section 8 to reach financial self-sufficiency. To be considered "self-sufficient," the client must not be receiving any welfare assistance and/or Section 8 assistance, or any Federal, State or Local rent or homeownership subsidies. Once families have successfully completed the FSS program, the number of families that the Albany Housing Authority is committed to assist will reduce by the number of successful completions. For example, as of 1/15/02, 11 families have successfully graduated from our program, thereby reducing our outstanding commitment to 275 families. Under the FSS program, low-income families are provided opportunities for education, job training, counseling and other forms of social service assistance while living in assisted housing, so that they may obtain the education, employment, business and social skills necessary to achieve self-sufficiency.

Success for the program will be measured not only by the number of families who achieve self-sufficiency, but also by the number of families who, as a result of participation in the program, have family members who obtain their first job, or who obtain a higher paying job. Our success will also be measured by the overall impact on our community achieved by our opening up of doors long closed to members of our community. These doors may have been closed to them because of either their own lack of initiative, or the lack of positive direction offered to them regarding the crucial importance of education, and the need for credit counseling to correct past credit related mistakes.

27.1 PROGRAM COORDINATING COMMITTEE

Education and Training

Patricia Fuller
Career Training Options Program
Campus Center
Hudson Valley Community College
80 Vandernburgh Avenue
Troy, New York 12180

Director Placement Services/Program Coordinator
Project Momentum
Adult Learning Center
City School District of Albany
27 Western Avenue
Albany, New York 12180

Vocational Rehabilitation Supervisor
V.E.S.I.D
55 Elk Street Rm. 301
Albany, New York 1207

Cohoes GED program
Cohoes Public Library
169 Mohawk Street
Cohoes, New York 12047

Career Central
230 Central Avenue
Albany, New York 12206

George Hecht, Director
Don Pettit, Representative
Cornell Cooperative Extension
Box 497 Martin Road
Voorheesville, New York 12186

Literacy Volunteers
20 Rensselaer Street
Albany, New York 12203

Kevin Butler
Director of Programs
Albany Colonie Chamber of Commerce
1 Computer Drive South
Albany, New York 12203

Albany County Department of Social Services

Linda Nicolas (Beth O'Neil)
Family Support Center
Albany County Department of Social Services
3 Lincoln Square
Albany, New York 12202

Edward Shannon, Director of Employment
Employment Division
Albany County Department of Social Services
162 Washington Avenue
Albany, New York 12210

James Doran, Manager
Menands Branch
Albany County Department of Social Services
558 Broadway
Menands, NY 12204

Child Care

Allaine Woodard, Family Services Coordinator
Albany County Head Start
35 Clinton Avenue
Albany, NY12207

Raeann Makey, Director
Child Development Center
Cohoes Community Center
22-40 Remsen Street
Cohoes, NY 12207

Brenda Alonzo
Catholic Family and Community Services
1400 Eight Avenue
Watervliet, NY 12189

Youth

Moira O'Brien
Albany County Youth Bureau
112 State Street
Albany, NY12207

Brain Hogan
Colonie Youth Center, Inc
272 Maxwell Road
Latham, NY12110

Elaina Reynolds
Community Maternity Services
27 North Main Avenue
Albany, NY 12203

Elderly/Disabled

Michael Volkman, Systems Advocate
Capital District Center for independence
845 Central Avenue
Albany, NY12207

Iren Magee, Senior Care Coordinator
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Please note that the "working" Program Coordinating Committee for day-day operations at the Albany Housing Authority includes the Tenant Selection Supervisor, the Director of Employment and Economic Development, the Administrator of the Section 8 Department and the FSS Coordinator(s).

27.2 PROGRAM SELECTION/OUTREACH

Interest letters are sent to all eligible participants currently in the Section 8 Voucher program notifying them of the availability of the Family Self-Sufficiency program. The letter provides a brief description of the program and its goals and gives the name and telephone number of the Housing Authority's staff person to contact for more information. Included in the letter to current participants is a description of the incentives offered to encourage families to participate in the Family Self-Sufficiency Program. These incentives include the availability of supportive services and the establishment of the escrow account.

A family's decision to not participate in the FSS Program will not affect its admission eligibility to participate in the Section 8 Program or the family right to occupy in accordance with its lease.

An orientation session is held to describe the program and its goals and objectives to eligible interested participants. The responsibility of the program participant and the Housing Authority is reviewed and a question and answer period follows.

The Housing Authority will screen families for interest and motivation to participate in the FSS Program. Permitted motivational screening factors include requiring attendance at the FSS orientation session or pre-selection interviews, and assigning certain tasks which indicate the family's willingness to undertake the obligations which may be imposed by the FSS contract of participation. Any task assigned shall be readily accomplished by the family, based on the family member's educational level, and disabilities, if any. Reasonable accommodations will be made for individuals with mobility, sensory, speech impairments, mental or developmental disabilities.

In selecting participants for the Family Self-Sufficiency Program, all participants will be treated equally without regard to race, color, religion, sex or national origin.

Outreach efforts include, but are not limited to, notification to all current Section 8 Rent Subsidy participants. If this fails to provide a sufficient number of interested families to participate, the following action will be taken: a press release to local newspaper or posters provided at the Wage Center Employment Resource Center. In addition, FSS opportunities will be explained in the Section 8 Department's quarterly newsletter, "Partners." Also, special FSS outreach meetings will be scheduled at the AHA's Laden Center.

27.21 INCENTIVES TO ENCOURAGE PARTICIPATION

To encourage participation in the Family Self-Sufficiency program, outreach efforts will detail the escrow account arrangement. Sample computation forms will be created that show how a participant can accumulate savings. The participant will also be made aware of the possibility of using the escrow account before the term of the contract is over for approved expenses in order to advance the remaining goals in the contract. As further incentive, participants will be reminded that upon successful completion of the contract, the accumulated escrow savings will be advanced for their use.

27.22 PERSONAL NEEDS ASSESSMENT

For participants selected to be in the Family Self-Sufficiency Program, a personal needs assessment will be done. This will evaluate employment potential, housing needs, educational background, job training, childcare requirements, transportation needs, etc. This assessment will focus on the individual's unique talents, interests, short and long range goals, skills, needed supportive services and any special problems that may prevent the participation from becoming self-sufficient.

27.3 CONTRACT OF PARTICIPATION

Each FSS participant will have a maximum of five (5) years to reach the goals defined in their individual service plan. In addition, the FSS participant must comply with the terms of their lease and meet all family obligations of the certificate or voucher program. The contract of participation can be extended for up to a maximum of two (2) years beyond the original five (5) year term for the following reason:

1). Serious illness or accident which would prevent the designated head of household from fulfilling the requirements of their service plan. Medical documentation of such instance will be required.
2). Documentation of loss of employment due to the following reasons:
   a. layoff
   b. Defunding of a position
   c. Loss of job due to discriminatory practices.
3). Death of designated FSS head of household.
4). Change in designated FSS head of household.
5). Completion of all requirements in the service plan but still have not achieved Self-sufficiency.

The Albany Housing Authority Family Self-Sufficiency Program Coordinating Committee will determine if the request for an extension will be approved based on the FSS participant's documentation re. current circumstances, and compliance with policy.

27.31 DEFINITION OF SELF-SUFFICIENCY

A family has reached self-sufficiency when the family is no longer dependent on welfare, Section 8 assistance or any other federal, State or local rent or homeownership subsidies. Families are "self-sufficient" when, as a result of participation in the program, family members, in particular the head of the household have obtained a first job, or a higher paying job.

27.4 PROGRAM EXPECTATIONS

The designated FSS head of household will be required, during the time of the Contract of Participation to seek and maintain employment after they have acquired the skills necessary to do so. The FSS Coordinator will maintain regular contact (3 monthly) with the FSS participant to ensure progress is made in goal areas and barriers are addressed. Seeking and maintaining employment shall be defined as follows:

1). Participating in an educational; i.e. GED, College or job training program and/or
2). Documenting attempts to obtain job interviews with prospective employers.
3). In consultation with the case manager, the designated FSS head of household will obtain and keep suitable job related records.

The Contract of Participation can be modified with respect to the service plan. The case manager will be in contact with the client at least once every three months to discuss progress in achieving goals and any service modifications necessary to do so. The designated FSS head of household must report at all times all changes in household income and composition. In addition, they must also report any other circumstances which may delay or prevent the participant from achieving the goals set forth in each participating family member's service plan.

27.5 INDIVIDUAL TRAINING AND SERVICE PLAN

An individual training and services plan is a written plan that is prepared for the head of the FSS family, and each adult member of the FSS family who elects to participate in the FSS Program. This plan will include the activities to be completed by each family member and the agreed upon completion date for the services and activities. Each individual training and service plan must be signed by a representative of the Housing Authority and the participating family member, and the plan is attached to and incorporated as part of the contract of participation. An individual training and service plan must be prepared for the head of the FSS family establishing specific interim and final goals by which the Housing Authority and the family may measure the family's progress towards fulfilling its obligations under the contract of participation and becoming self-sufficient. For participating FSS families that are recipients of welfare assistance, the AHA will establish as an interim goal that each family become independent from welfare assistance and remain independent from welfare assistance at least one year before the expiration of the term of the contract of participation.

27.6 FSS ACTIVITIES & SUPPORTIVE SERVICES

Supportive services will be provided by private and public agencies included, but not limited to education (remedial, GED, college), vocational training, drug and alcohol abuse counseling, mental health services, family support services, nutrition, parental skill training, child care, career counseling, medical care, money management, transportation, on-the-job training, legal services, and any other services necessary to assist families in achieving economic independence and self-sufficiency.

The development of services and activities under the Albany Housing Authority's Family Self-Sufficiency Program is coordinated by the AHA Wage Center with the following agencies: The

Affordable Housing Partnership, Cornell Cooperative Extension, the Legal Project, New York Wired for Education, Hudson Valley Community College, Job Placement Consortium, Women Re-Employment Center, Catholic Charities Employment Program, Albany County Home Store, Albany County Department of Mental Health, City of Albany Community Development Agency, Youth Employment Services, Albany County YMCA, Career Central (Department of Labor), Albany County Department of Substance Abuse, Capital District Community Loan Fund, Counsel of Community Services, H.V.C.C (Employment Options), Capital region BOCES, Albany Regional Chamber of Commerce, Albany Community Land Trust, Department of Social Services, Northeast Career planning, Hispanic Outreach Services, Adult Learning Center, Homeless & Traveler Aid Society, St. Peter's Addiction recovery Center, Capital District Child Care Coordinating Council Cares Inc, Albany Housing Authority Wage Center, and Capital District Aids Coordinating Council.

Albany Housing Authority maintains a community employment resource center and a vocational computer-training center for its residents and neighbors. Albany Housing Authority also maintains a community classroom that is designed to host a series of educational events that are all available to the FSS participants**.**

If a social service agency fails to deliver the supportive services under the FSS member's individual training and service plan, AHA shall make a good faith effort to obtain these services from another agency. If AHA is unable to obtain the services from another agency, AHA shall reassess the family member's needs and determine whether other available services would achieve the same purpose. If other available services would not achieve the same purpose, AHA shall determine whether the unavailable services are integral to the FSS family's advancement or progress toward self-sufficiency.

27.7 FSS ACCOUNT-ESCROW ACCOUNT

An FSS escrow account shall be established for each FSS family whose household income includes earned income (the full amount of wages and salaries, overtime pay, commissions, tips, bonuses, fees, and other compensation for personal services etc). If this increases over time, then the amount equal to the HAP payment savings to the FSS Program due to the increase in earnings (and resulting decrease in HAP payment for the client) will be placed in the escrow account monthly. During the term of the Contract Participation, Albany Housing Authority will credit the FSS Account the amount of the FSS escrow credit prescribed by the Housing and Urban Development (HUD) formula.

Families participating in the FSS Program may be eligible to apply for two early disbursements and receive the funds held in their escrow account. If the Albany Housing Authority determines that a participant has satisfactorily fulfilled interim goals, as defined in their Contract of Participation, and has participated 30 months in the program, a portion of their FSS Escrow Account may be used for the purposes consistent with the Contract of Participation and objectives of the program. Acceptable reasons include early disbursement to purchase a vehicle for transportation to work or school, to pay tuition and/or to use to purchase a home.

If the head of household states there is a family emergency and it is deemed by the Housing

Authority that the emergency would hinder the family's ability in the long run to achieve self-sufficiency, a second early escrow disbursement may be granted at the sole discretion of Albany Housing Authority.

When the FSS family head of household has completed the final goal and fulfilled all the objectives under their Contract of Participation, including being free of all Public entitlement, except for housing subsidies for at least one year prior to the completion of the Contract, all funds collected in the escrow account will be released to the FSS family head of household, subject to approval by the Disbursements Review Board.

The family will forfeit all funds held in the head of household escrow account for the following reasons:

1). If the head of household Contract of Participation is terminated prior to completion.
2). If the head of household Contract of Participation is declared null and void.
3). If the FSS family has not met its family responsibilities within the times specified as stated in the contract.

27.71 EARLY FUND DISBURSEMENT

Each FSS Family is eligible to request an early escrow disbursement of up to 50% of the accumulated escrow funds to meet their interim goals if the participant has participated in the FSS program for at least 2 ½ years, and if there has been an accrual of escrow funds. Every early escrow disbursement must be approved by the Disbursements Review Board, a committee which includes the Tenant Selection Supervisor, the Administrator of the Section 8 Department, the Director of Employment and Economic Development, and the Hope VI Support Services Coordinator. The Board will approve early disbursement to effect transportation to school and work, to help pay for tuition and to facilitate homeownership.

After the client submits the request for early disbursement, the FSS Coordinator reviews it for completeness, makes a recommendation, and forwards the request to the Disbursements Review Board. The Disbursements Review Board makes its determination and forwards it to the FSS Coordinator. The FSS Coordinator then sends the approved request with a cover letter of explanation to Accounting. The cover letter should include the total amount of the request, the intended use, and date by which the participant must submit written documentation about the purchase. Accounting will then issue a two party check made out to the participant and also the approved vendor.

If the Board denies the request, the FSS Coordinator sends written notification of the decision to the participant and an explanation of the reason for denial. The notice will also report that the participant has a right to appeal within 10 days of the date on the denial letter. The appeal request, if timely will be handled as an informal hearing with the Executive Director acting as hearing officer. The Executive Director's decision is final.

27.8 TERMINATION FROM THE PROGRAM

The Contract of Participation shall specify that if the FSS family fails to comply, without good cause, with the terms and conditions of the contract, which includes compliance with the Section 8 assisted lease, the Housing Authority may terminate for the following reasons:

A. Mutual consent of the designated FSS head of household and the Albany Housing Authority.
B. Failure of the designated FSS head of household to honor terms of the Contract of Participation.
C. Expiration of contract and any extension thereof.
D. The family's withdrawal from the FSS or Section 8 Housing Program.
E. Acts deemed inconsistent with the objectives of the FSS Program.
F. The family will be given no longer than (90) days to comply with the terms of the Contract of Participation or to meet with the FSS Coordinator. The FSS head of household must submit a reason for non-compliance and a request for modification of the Contract activities and goals to avoid termination from the program. If the family fails to act within the ninety-day period, they will be notified in writing that their participation in the family Self-Sufficiency Program has been terminated. Termination from the FSS Program will not trigger termination from Section 8 Assistance unless the reason for termination involved fraud.
G. The FSS Coordinator will act with due diligence to replace clients who have left the program either through termination or voluntary removal so as to maintain our mandatory program goal of 248 clients. The Coordinator will regularly review participation records to ensure that active clients meet their goals.

27.81 INFORMAL HEARING PROCEDURES

FSS participants will be given written notice of any decision to terminate participation in the FSS program, to forfeit the Escrow Account, and/or to terminate Section 8 assistance. The notice will state the reasons for the decision and will allow the participant ten (10) days to request an informal hearing to review the decision. The opportunity for a hearing will be available before termination will occur. A non-affiliated hearing officer will conduct the informal hearing. The hearing officer will issue a written decision stating the reasons for the decision within ten (10) days after the hearing is held. A copy will be provided to the participant.

27.9 RESIDENCY AND PORTABILITY

A participating family must reside in a Section 8 Program assisted unit for a minimum period of 12 months after the effective date of the Contract of Participation, in the jurisdiction of the Housing Authority that selected the family for the FSS Program, in order to be eligible to port participation to another jurisdiction.

An exception to the minimum 12 month residence in an assisted unit requirement would be a situation where a move is necessitated due to good cause, and approved on a case by case basis by the Administrator of the Section 8 Department.

A FSS participant may relocate to another Housing Authority's jurisdiction and still receive services from Albany Housing Authority Family Self-Sufficiency Program, if the family is able to commute to the supportive services specified in the contract of participation. AHA may also receive FSS families from other Housing Authorities and provide FSS services when the porting family has been absorbed by the FSS Program. When the FSS family has been absorbed AHA will request in writing the full escrow balance from the initial Housing Authority if escrow funds have been accumulated by the FSS family. The FSS family will then be required to establish a set of FSS goals in accordance with HUD regulation and make progress towards goal completion as stated in the contract of participation within a 90-day period.

After the first year, a family may move to an apartment in another community and continue to be a FSS participant provided it has fulfilled the terms of the original lease. The AHA will maintain the FSS escrow account until the receiving PHA absorbs the family into its Housing Choice Voucher Program.

If the receiving PHA absorbs the family, the family may participate in that PHA'S FSS Program if that PHA approves their participation. The receiving PHA will enter into a new FSS contract with the family for the time period remaining on the family's initial FSS contract. The new PHA must use the initial income and rent information from the Albany Housing Authority Section 8 Department contract. The AHA will then transfer the family's FSS account to the receiving PHA. If the participant ports to another PHA in the immediate Capitol District, and that receiving PHA does not offer an FSS Program, the Albany Housing Authority may offer the client continued participation in its FSS Program since program resources would still be nearby. If the family fails to fulfill its FSS contract obligations, the Albany Housing Authority may terminate the family from the FSS Program and recommend to the absorbing PHA that they terminate the family's housing choice voucher; in cases where the AHA is administering the family's voucher, although the family has ported out, the AHA may terminate the housing choice voucher. Any escrow funds being held will then be treated as program receipts of the Albany Housing Authority Section 8 Department. Clients who wish to port into the Albany Housing Authority's Section 8 FSS Program will be (upon approval of a new program participant application) absorbed into the Albany Housing Authority's Section 8 FSS Program. Since such a client already is a participant in an FSS Program, this client will be given any selection preference that may be necessary to effect an immediate absorption into the program.

28. SECTION 8 VOUCHERS IN STATE DEVELOPMENTS

A. PROJECT BASED VOUCHERS IN STATE DEVELOPMENTS

The Albany Housing Authority is studying the feasibility of project-based vouchers for up to 40% of the 128-unit NY State funded public housing development – Creighton Storey Homes (NYS 137B). Using the project-based vouchers will help ensure the feasibility of the redevelopment plan, and will help secure future operational viability. AHA plans to project base up to 15% of the units specifically for the elderly and/or disabled residents and to seek a waiver of existing regulations to project base up to 25% of units for families.

The supply of safe, decent and affordable tenant based units in the area is very limited, and project-basing units at Creighten Storey Homes for families including large families (units up to 5 bedrooms) is needed to ensure the availability of such units over the next ten years.

HOUSING CHOICE VOUCHERS IN STATE DEVELOPMENTS

A recent HUD ruling permits the use of Housing Choice vouchers in state aided developments. The requirements of 24 CFR Section 982.352(b) apply. These requirements include informing the family, both orally and in writing, that the family has the right to select any eligible unit available for lease, and that a AHA owned unit must be freely selected by the family without AHA pressure or steering. The AHA is complying with these requirements. The AHA is also obtaining the services of an independent entity approved by HUD to inspect the units for compliance with housing quality standards and to determine that the rent is reasonable. The AHA will not give any selection preference to eligible families who currently reside at this development.

Glossary

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.)

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under State and local law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

c. Are not specifically excluded from Annual Income.

d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets:see net family assets.

Asset Income: Income received from assets held by household members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.
Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency "(welfare agency') under a program for which Federal, State, or local law requires that a member of the family must participant in an economic self-sufficiency program as a condition for such assistance.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Disability assistance expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

Disbursements Review Board: A committee consisting of the Tenant Selection Supervisor, the Administrator of the Section 8 Department and the Director of Employment and Economic Development. The committee makes determinations regarding early and final disbursements of FSS participant escrow funds.

Displaced family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Drug related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person: A person who is at least 62 years of age.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for he area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.*)*.

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMR's are published periodically in the Federal Register.

Family includes but is not limited to**:**

a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
b. An elderly family;
c. A near-elderly family;
d. A disabled family;
e. A displaced family;
f. The remaining member of a tenant family; and
g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

Family Rent to Owner: In the voucher program, the portion of rent to owner paid by the family.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

FSS Program Coordinating Committee: This (working) committee consists of the Family Self-Sufficiency Coordinator, the Tenant Selection Supervisor, the Administrator of the Section 8 Department and the Director of Employment and Economic Development. The Committee assists in securing commitments from public and private resources to operate the FSS Program. The committee makes recommendations re the Action Plan and program implementation.

Full-time student: A person who is attending school or vocational training on a full-time basis.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

HIP - Homeless Intervention Program: A collaborative comprising the Albany County Department of Social Services (ACDSS), Legal Aid Society of Northeastern New York (LASNNY), United Tenants of Albany (UTA), and the Albany Housing Authority (AHA). The mission of HIP is to intervene when possible to prevent homelessness and to provide tenant training to improve participants' long term retention of housing.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an unexpired housing voucher.

Imputed income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Legal capacity: The participant is bound by the terms of the lease and my enforce the terms of the lease against the owner.

Live-in aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

a. Is determined to be essential to the care and well- being of the persons;
b. Is not obligated for the support of the persons; and
c. Would not be living in the unit except to provide the necessary supportive services.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, is determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of $1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets:

a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

Occupancy standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

a. Has a disability as defined in 42 U.S.C. 423

b. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

   (1) Is expected to be of long-continued and indefinite duration;

   (2) Substantially impedes his or her ability to live independently; and

   (3) Is of such a nature that such ability could be improved by more suitable housing conditions; or

c. Has a developmental disability as defined in 42 U.S.C.6001

   This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

   For purposes of qualifying for low-income housing, it does not include a person whose disabilility is solely based on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

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

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Processing Entity: The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs the processing entity is the responsibility entity.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing: housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a certificate or voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Responsible Entity:

A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;

B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified welfare benefit reduction:

A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

B. “Specified welfare benefit reduction” does not include a reduction or termination of welfare benefits by the welfare agency:

1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;

2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

3. because a family member has not complied with other welfare agency requirements.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

(1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of :

a. 30% of the family's monthly adjusted income;

b. 10% of the family's monthly income;

c. Minimum rent; or

d. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing

costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

(2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. In the certificate program, if the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, and amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanity and healthful living environment. The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

Verification:

a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

b. The three types of verification are:

(1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)

(2) Documentation, such as a copy of a birth certificate or bank statement

(3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families,

except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. *[24 CFR 982.4]*

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. *[24 CFR 5.603(d)]*

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Welfare–to-Work (MTW) families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

Albany Housing Authority

CODE OF ETHICS

PREFACE

The Albany Housing Authority herein establishes standards of conduct for its employees and members of its Board of Commissioners. These standards are designed to assure the utmost in public trust and confidence in the policies and practices of the Authority. Because of its status as an independent public entity, the Authority recognizes its responsibility to conduct all business in a manner above reproach or censure. This Code of Ethics will describe in detail the standards to which members of the Board of Commissioners and staff are to be held accountable.

This code recognizes and incorporates those sections of federal, state, and local law which govern the conduct of public employees, and in no way supplants those provisions of law. In cases where no statutory precedent exists, the policy of the Albany Housing Authority shall be applied, except that this policy shall in no way be taken to supersede the provisions of any contracts, labor agreements, or other external agreements affecting the rights and privileges of employees.

The Standards of Conduct contained within the Code of Ethics shall be generally applied so as to avoid the appearance, or actual occurrence of, any favoritism or special treatment towards any applicant, resident, vendor, or agent having business, or dealings of any kind, with the Authority. No Commissioner or employee shall use, cause or knowingly allow his or her position to be used to secure any personal privileges for himself, herself, or others, or to influence the activities or actions of the Authority.

The Albany Housing Authority recognizes the importance of establishing standards of conduct for external vendors and suppliers of products and/or services to the Authority. While the Authority cannot mandate the internal conduct or policies of vendors, it requires that vendors and suppliers adhere to certain basic principles in conducting business with the Authority. These principles include:

A. Direct or indirect personal inducement of Authority employees is prohibited

B. Direct or indirect inducement of members of the Board of Commissioners is prohibited. It is recognized that in the course of business, there may be times when meals and/or visits may be arranged. In such cases, a full disclosure must be made to the Chairman of the Board, with the nature of the visit explained.

It is expected that vendors or suppliers of professional services to the Authority will be governed by the Code of Ethics to which their particular profession subscribes.

Any vendor or supplier found in violation of Authority policy shall be barred from future business dealings with the Authority. The Authority reserves the right to have vendors and suppliers sign a statement of compliance with the standards of conduct of the Authority.

1.0 TITLE

This shall be called the "Albany Housing Authority Code of Ethics and Standards of Conduct."

2.0 APPLICABILITY

The provisions contained herein shall apply to all employees and the Board of Commissioners of the Albany Housing Authority. With respect to contracted professional services of the Authority (legal, accounting, or otherwise), it is assumed that these professionals will abide by the professional ethics of their particular profession.

3.0 PURPOSE

This Code of Ethics establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity, and also recognizing in general the integrity of Commissioners and employees, it nevertheless sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Ethics is not intended, nor should it be construed as, an attempt to unreasonably intrude upon the individual employee's or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

4.0 DEFINITIONS

"Agent" shall mean any employee of the Authority (whether full or part time) acting in his or her official capacity as an agent of the Authority.

"Claim" shall mean any demand, written or oral, made upon the Authority to fulfill an obligation arising from law or equity.

"Commissioner" shall mean one of the persons serving on the Board of Commissioners of the Authority.

"Contract" shall mean any obligation to do something arising from an exchange of promises or consideration between persons, regardless of the particular form in which it is stated.

"Conventional" shall mean those housing programs operated by the Authority, which are broadly considered part of the "conventional public housing program." This shall include but not be limited to, such programs as public housing, the Capital Fund, HOPE VI, and the Resident Opportunities for Self-Sufficiency program (ROSS).

"Employee" shall mean any person appointed or hired, whether full or part time, seasonal, temporary, paid or unpaid, on a fixed or unfixed term, provisional or permanent.

"Enrollee" shall broadly mean any applicant, resident, or program participant in any program operated by the Authority. Specifically, an "enrollee" shall be a person who expects to receive, or is receiving, some form of assistance from the Authority.

"Family" shall mean the father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister, or a person living in a stable household relationship.

"Interest" shall mean a benefit or advantage of an economic or tangible nature that a person or a member of his or her family would gain or lose as a result of any decision, or action or omission to decide or act, on the part of the Authority, its Board, or employees.

"Leasing program" shall mean those programs operated by the Albany Housing Authority that are broadly included within the Housing Choice Voucher Program (formerly Section 8) or any other tenant-based, project-based or other assisted program, whether it be for certificates or vouchers, low income housing tax credits and private market programs. Unless otherwise noted, the provisions contained herein shall apply equally to both the "Leasing" and the "Conventional" programs of the Authority.

"Person" shall mean any individual, corporation, partnership, business entity, association, organization, and may include an Authority employee.

"Public Information" shall mean information obtainable pursuant to the Freedom of Information Law and Authority guidelines adopted pursuant thereto.

5.0 ETHICAL STANDARDS FOR EMPLOYEES

No employee of the Albany Housing Authority shall have any employment, or engage in any business or commercial transaction, or engage in any professional activity, or incur any obligation in which, directly or indirectly, he or she would have an interest that

would impair his or her independence of judgement or action in the performance of his or her official duties or that would be in conflict with the performance of his or her official duties.

No employee shall have or enter into any contract with any person who has or enters into a contract with the Authority unless:

A. The contract between the person and the Authority is awarded pursuant to competitive bidding procedures and/or purchasing policies as outlined in regulations promulgated by the U.S. Department of Housing and Urban Development (HUD), state law, or the Albany Housing Authority Procurement Policy; or

B. The contract between the person and the Authority is one in which the Authority employee has no interest, has no duties or responsibilities, or if the contract with the person is one which the Authority employee entered into prior to becoming an employee.

There shall be no preferential treatment given by an employee of the Authority acting in performance of his or her official duties to any person, agency, or organization.

No Authority employee shall use or permit the use of Authority-owned vehicles, equipment, materials, or property for the convenience or profit of himself, herself, or any other person. However, this provision shall not apply in the case of usage for "diminutive" purposes, i.e., purposes that in and of themselves should not be construed as abuse of Authority property.

No Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of $25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

No authority employee acting individually can bind the housing authority by any action or verbal representation.

No Authority employee shall disclose without proper authorization non-public information or records concerning any aspects of the operation of the Authority, nor shall he or she use such information to the advantage or benefit of himself, herself, or any other person. This shall include records maintained on enrollees of the Authority, for whom a properly executed release of information form shall be obtained and kept in the client file. The release of any information relative to enrollees of the Authority shall be done pursuant to government regulations allowing the release of information among government agencies or agencies receiving government subsidy, shall be done following prescribed methods of requesting and transmitting such information, and shall be done with full knowledge of the enrollee except in those cases where through action of law the enrollee's knowledge is not required.

No Authority employee currently employed shall represent any person, other than himself, in business negotiations, judicial or administrative actions or procedures, to which the Authority may be a party.

No former employee of the Authority shall personally represent any person in a matter in which the former employee personally participated while employed by the Authority within the previous one year, if such representation would be adverse to the interests of the Authority. This provision shall not, however, bar the timely filing by a current or former employee, of any claim, account, demand, or suit arising out of personal injury, property damage, or any benefit authorized or permitted by law.

No member of the family of any Authority employee shall be appointed or hired in conflict with the nepotism provisions of the AHA Personnel Policy. No Authority employee shall have an interest in a contract between any person and the Authority, except that this provision shall not apply if the contract was entered into prior to the employee's hire by the Authority; the employee discloses his or her interest in the contract prior to employment; and after employment, the employee has no power to authorize or approve payment under the contract, monitor performance or compliance under the contract, or audit bills or claims under the contract and the compensation of the employee will not be affected by the contract.

No Authority employee shall have any employment, engage in any business or commercial transaction, or engage in any professional activity in which, directly or indirectly, he or she would have an interest that would impair his or her independence of judgement or action in the performance of his or her duties with the Authority or that would be in conflict with his or her duties at the Authority.

No employee of the Authority shall discuss, vote upon, decide, or take part in (formally or informally) any matter before the Authority in which he or she has an interest. Exception shall be made in the case of an employee whose interest in the matter is minimal (e.g. an employee helping decide on a new telephone system owns 100 shares of AT&T stock), provided the employee shall fully and specifically describe his or her interest, in writing, and the underlying basis of it, whether it be ownership, investment, contract, claim, employment or family relationship, to his or her immediate supervisor prior to the employee's participation. If, in the opinion of the supervisor, there is any question as to whether the interest is minimal, the matter shall be referred to the Ethics Review Committee for a binding decision on the question.

Any matter decided on, contracted, adjudicated, or in any way acted upon by an employee who does not disclose a personal interest either in the matter, or in any person or organization having an interest in the matter, may be considered null and void by the Authority. Such a matter may be referred to the Ethics Review Committee to render judgement and assess any penalties if necessary.

If the Ethics Review Committee renders judgement that a matter was performed; a contract entered into; or any matter was conducted, decided or acted upon in a manner prohibited by the Code of Ethics; it may then propose, among other things, that the Board of Commissioners seek an injunction against the proscribed action.

No person employed by the Authority shall be permitted to participate as a lessor or lessor's agent in the leasing programs. Similarly, no member of the Board of Commissioners in his or her individual capacity shall be a lessor or lessor's agent. These prohibitions, however, shall not apply where the employee or Commissioner is a principal in a not-for-profit or charitable, educational, or humanitarian agency or organization that may own or manage housing for rental purposes.

6.0 ETHICAL STANDARDS FOR COMMISSIONERS

The Board of Commissioners of the Albany Housing Authority is the architect of policy governing the operations of the Authority and retains legal and fiscal responsibility for the Authority. Recognizing that the commissioners are chosen from a broad range of fields, professions and community interests renders difficult the circumscription of external interests and activities of the Commissioners. It is the intent that, insofar as is possible, the members of the Board of Commissioners are generally enjoined to follow the standards of conduct which are outlined in the Code of Ethics for employees. Further, it is expected that a Commissioner will voluntarily and fully outline his or her personal interests and potential conflicts of interest prior to assuming their seat on the board. Such a statement should be submitted to the Board Chairman within ninety - (90) days of the Commissioner's appointment. For Commissioners currently serving, such an updated statement shall be developed within ninety - (90) days of their re-appointment for a new term. Such a statement shall disclose the following:

A. The names of any business, organizational, or professional involvements that might reasonably be inferred as having business with the Authority and for which at some point a Commissioner might be expected to vote, legislate, or rule on a matter involving said party.

B. Any current or past contact in, or interest in, activities or programs of the Authority, including, but not limited to, any contracts previously bid and let, familial relationships with any staff or other board members, or any consultative or professional contracts.

1. No Commissioner shall vote, decide on, or discuss any matter before the Board if that Commissioner has an interest in the matter, except that:

a. A Commissioner having interest through a voluntary association with the person or organization may be allowed to discuss the matter.

b. If the matter concerns a person or organization with which the Commissioner had former contact, and that former contact existed either prior to his or her selection, or occurred at least two years prior to the current discussion of the matter, the Commissioner may freely act.

2. No Commissioner may use his or her position on the Board to intimidate, coerce, persuade, or otherwise influence any of the activities or employees of the Authority.

7.0 ETHICS REVIEW COMMITTEE

There shall be established an Ethics Review Committee of the Albany Housing Authority.

The purpose of the Committee shall be to review and render decisions on any matters involving ethical conduct, or breach of ethical conduct, by employees, vendors, or commissioners.

The Committee is empowered by the Board of Commissioners to:

A. Call witnesses and receive depositions in the performance of its duties.

B. Call for provision of appropriate records, files or tapes relative to the performance of its duties.

C. Review any records maintained by the Authority, except those records that are considered confidential or personal. However, confidential records may be examined upon execution of a proper release by the subject person.

In performing its duties, the Committee may:

A. Issue rules and regulations consistent with and to clarify the Code of Ethics.

B. Review any questions concerning alleged or suspected infractions of the Code of Ethics and make recommendations to the Board of Commissioners or Chief Executive Officer for further or final actions.

C. Require financial disclosure or disclosure of any other pertinent information by employees, vendors, or commissioners.

D. Oversee compliance by the Authority with the Code of Ethics and any other applicable regulations involving ethics.

The Committee shall be composed of three (3) members and one (1) alternate: Board of Commissioners (1), employees (1), and a neutral third party (1). The alternate member of the panel shall be a party versed in legal/ethical issues, e.g., an attorney *not* currently serving as counsel to the Authority or an academic authority on ethical issues.

The members of the Committee shall be appointed in the following manner:

A. The representative of the Board of Commissioners and the neutral third party shall be selected by vote of the Board of Commissioners.

B. The employee representative and alternate shall be selected by the Chief Executive Officer.

Each member of the Committee will serve a three (3) year term. The terms may be renewed once. In no case will a person serve more than two (2) consecutive three (3) year terms.

There shall be a chair of the Committee, elected by the members of the Committee. The chair shall serve for one (1) year and may not serve more than two (2) consecutive terms. The Chief Executive Officer of the Authority shall serve as a non-voting Secretary of the Committee.

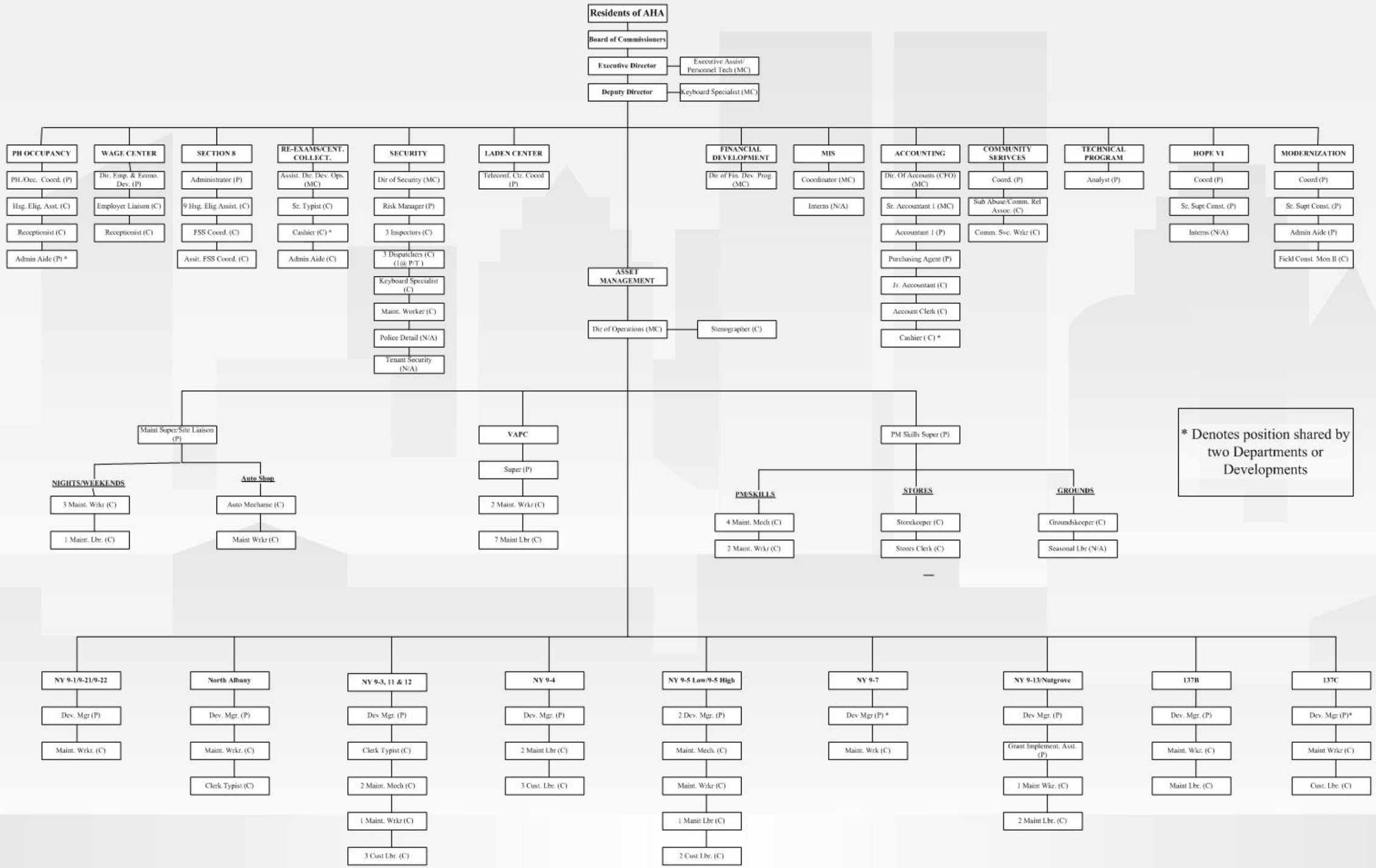
Voting by the Committee shall be by simple majority, with the Chair voting as any other member.

The alternate member of the Committee may attend all meetings of the Committee. In case of a conflict of interest by a committee member, the alternate member will assume the role as a voting member of the Committee. The alternate may at any and all times voice opinions regarding the deliberations of the Committee.

The Committee shall, upon receiving a written request from either the Board of Commissioners or any individual associated with the Authority, respond in writing within sixty - (60) days after receipt of the request, unless the Committee determines that additional time is required. If additional time is required, it shall inform the requestor of the approximate time it will be able to render a response.

The Committee shall make reports and recommendations for action to the Board of Commissioners. If the Board finds a recommended action is properly within the purview of the Chief Executive Officer or his or her designee, it shall delegate the matter without further Board action.

The legal counsel of the Authority may be involved in the deliberations of the Committee, but he/she has no vote and cannot serve as the alternate committee member.


Residents of AHA
Board of Commissioners
Executive Director
Executive Assist/ Personnel Tech (MC)
Deputy Director
Keyboard Specialist (MC)
PH OCCUPANCY
PH./Occ. Coord. (P)
Hsg. Elig. Asst. (C)
Receptionist (C)
Admin Aide (P) *
WAGE CENTER
Dir. Emp. & Econo. Dev. (P)
Employer Liaison (C)
Receptionist (C)
SECTION 8
Administrator (P)
9 Hsg. Elig Assist. (C)
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RE-EXAMS/CENT. COLLECT.
Assist. Dir. Dev. Ops. (MC)
Sr. Typist (C)
Cashier (C) *
Admin Aide (C)
SECURITY
Dir of Security (MC)
Risk Manager (P)
3 Inspectors (C)
3 Dispatchers (C) (1@ P/T)
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Police Detail (N/A)
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LADEN CENTER
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MIS
Coordinator (MC)
Interns (N/A)
ACCOUNTING
Dir. Of Accounts (CFO) (MC)
Sr. Accountant 1 (MC)
Accountant 1 (P)
Purchasing Agent (P)
Jr. Accountant (C)
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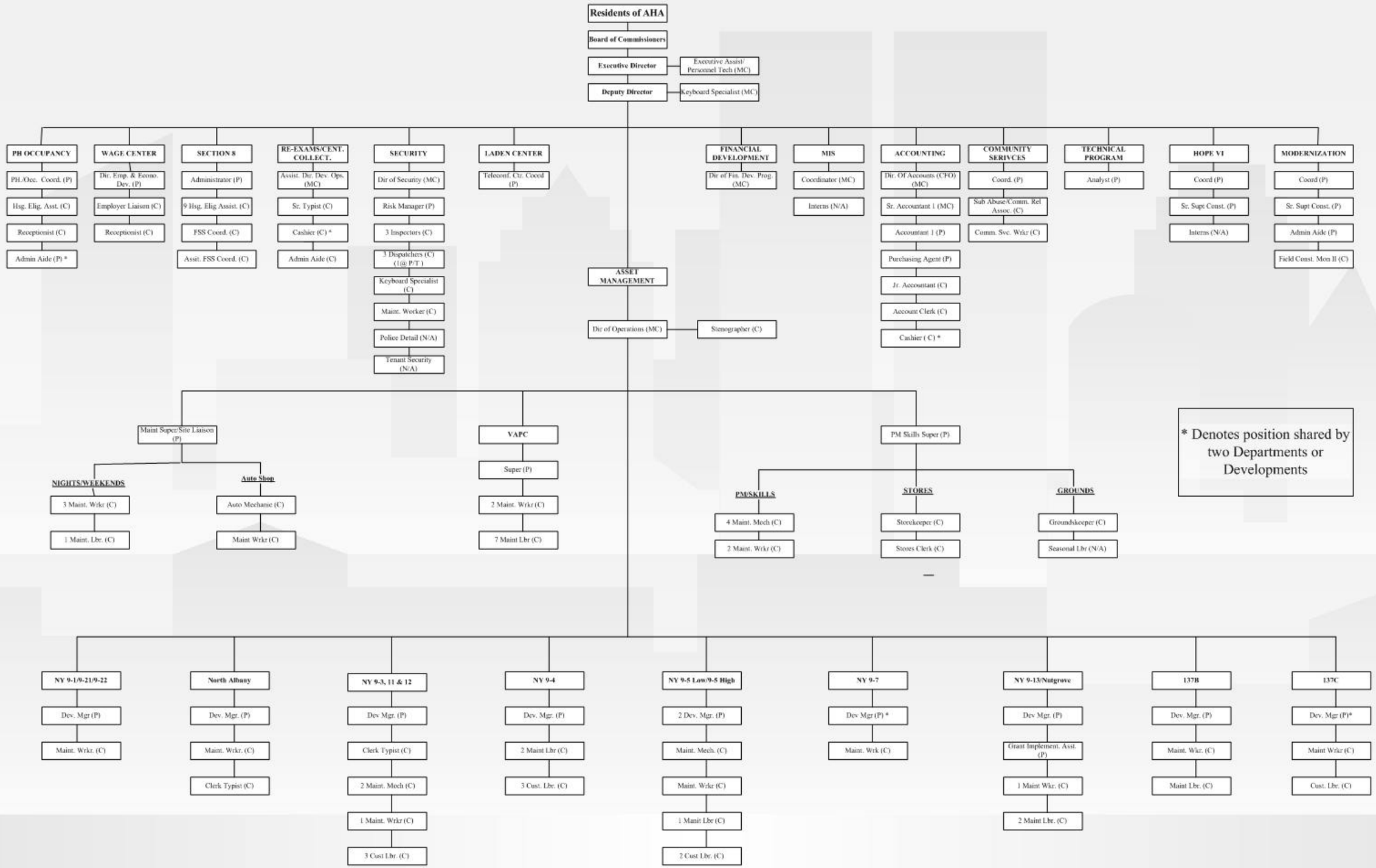
Analyst (P)
HOPE VI
Coord (P)
Sr. Supt Const. (P)
Interns (N/A)
MODERNIZATION
Coord (P)
Sr. Supt Const. (P)
Admin Aide (P)
Field Const. Mon II (C)
ASSET MANAGEMENT
Dir of Operations (MC)
Stenographer (C)
Maint Super/Site Liaison (P)
NIGHTS/WEEKENDS
3 Maint. Wrkr (C)
1 Maint. Lbr. (C)
Auto Shop
Auto Mechanic (C)
Maint Wrkr (C)
VAPC
Super (P)
2 Maint. Wrkr (C)
7 Maint Lbr (C)
PM Skills Super (P)
PMSKILLS
4 Maint. Mech (C)
2 Maint. Wrkr (C)
STORES
Storekeeper (C)
Stores Clerk (C)
GROUNDS
Groundskeeper (C)
Seasonal Lbr (N/A)
* Denotes position shared by two Departments or Developments
NY 9-1/9-21/9-22
Dev. Mgr (P)
Maint. Wrkr. (C)
North Albany
Dev. Mgr. (P)
Maint. Wrkr. (C)
Clerk Typist (C)
NY 9-3, 11 & 12
Dev Mgr. (P)
Clerk Typist (C)
2 Maint. Mech (C)
1 Maint. Wrkr (C)
3 Cust Lbr. (C)
NY 9-4
Dev. Mgr. (P)
2 Maint Lbr (C)
3 Cust. Lbr. (C)
NY 9-5 Low/9-5 High
2 Dev. Mgr. (P)
Maint. Mech. (C)
Maint. Wrkr (C)
1 Manit Lbr (C)
2 Cust Lbr. (C)
NY 9-7
Dev Mgr (P) *
Maint. Wrk (C)
NY 9-13/Nutgrove
Dev Mgr. (P)
Grant Implement. Asst. (P)
1 Maint Wkr. (C)
2 Maint Lbr. (C)
137B
Dev. Mgr. (P)
Maint. Wkr. (C)
Maint Lbr. (C)
137C
Dev. Mgr (P)*
Maint Wrkr (C)
Cust. Lbr. (C)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Dev. Mgr (P)*
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Cust. Lbr. (C)

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
PART I: Summary

PHA Name	**Grant Type and Number**	**Federal FY of Grant**
Albany Housing Authority	Grant Fund Program Grant No.: NY06P00950102 Replacement Housing Factor Grant No.:	2002

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement/Revision Number 1E ☒ Performance and Evaluation Period Ending 12/31/02
☐ Final Performance and Evaluation Repo ☐

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost (2) Obligated	Total Actual Cost (2) Expended
1	Total Non-CFP Funds				
2	1406 Operations (May not exceed 10% of line 20)	$ 1,000			
3	1408 Management Improvements (Soft Costs)	$ 245,768	197,568	197,568	-
	1408 Management Improvements (Hard Costs)				
4	1410 Administration	$ 245,768	245,768	245,768	6,805.12
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	$ 142,444	19,746	19,746	1,803.20
8	1440 Site Acquisition				
9	1450 Site Improvements	$ 151,237	552,279	552,279	450,703.00
10	1460 Dwelling Structures	$ 1,461,077	320,593	320,593	299,132.00
11	1465.1 Dwelling Equipment--Nonexpendable				
12	1470 Nondwelling Structures	$ 102,090	132,021	132,021	95,573.77
13	1475 Nondwelling Equipment	$ 5,500	215,561	215,561	171,938.78
14	1485 Demolition	$ 48,148			
15	1490 Replacement Reserve				
16	1492 Moving to Work Demostration				
17	1495.1 Relocation Costs				
18	1498 Development Activities	$ 1,000	720,496	720,496	76,952.00
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant (sum of lines 2-19)	$ 2,404,032	2,404,032	2,404,032	1,102,907.87
	Amount of line X Relating to LBP Activities				
	Amount of line X Relating to Section 504 Compliance				
	Amount of line X Relating to Security (Soft Costs)				
	Amount of line X Relating to Security (Hard Costs)				
	Amount of line X Relating to Energy Conservation Measures				
	Collateralization Expense or Debt Service				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement (2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
1/31/2003	

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name	Grant Type and Number	Federal FY of Grant
Albany Housing Authority	Grant Fund Program Grant No.: NY06P00950102 Replacement Housing Factor Grant No.:	2002

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Dev Account Number	Quantity		Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost Funds Obligated (2)	Total Actual Cost Funds Expended (2)	Status of Proposed Work (2)
NY9-1	Rework Trash Houses	1450	2	Bldgs.	$ 20,000	-			In Progress
Robert	Landscaping & drainage	1450			$ -	552,279	552,279	450,703.00	Under Constructiom
Whalen	Replace Windows	1460	2.1	Bldgs.	$ 74,055	-			In Energy Performance Contract
Homes	Repoint Masonry	1460	2	Bldgs.	$ 5,000	-			Moved To Future Year
	Stairs & Balconies	1460	0.025	Bldgs.	$ 1,000	-			Moved To Future Year
	Sub-Total:				**$ 100,055**	**$ 552,279**	**$ 552,279**	**450,703.00**	
	A&E Fees	1430			$ 8,004.40	2,000	2,000		
NY 9-3	LBP Testing and Abatement	1430	1	Bldgs.	$ 1,000	-			Moved to Future Year
Steamboat	Repair/Replace 20 Rensselaer St Apt Carpeting	1460	0.1	Bldg	$ 1,000	-			Moved to Future Year
Square HR	Boiler Plant Asbestos Abatement	1460	0.01	Job	$ 1,000	-			In Progress
	Signage	1470	1	Job	$ 5,996	-			Moved to Future Year
	Smoking Area North side 20 Rensselaer St Ground Fl	1470	0.025	Job	$ 500	-			Moved to Future Year
	Renovate Central Stores and Shop	1470	0.01	Job	$ 92,594	-			Moved To Future Year
	Adm Office Bldg Parking Lot	1470			$ -	132,021	132,021	95,573.77	Completed
	New Shelving for Central Stores	1470	0.02	Job	$ 1,000	-			Moved To Future Year
	Convert Laundry to Community Space	1470	0.01	Job	$ 1,000	-			Moved To Future Year
	Adm Building furniture	1475				200,000	200,000	156,377.69	Completed
	Community Room Furniture Repairs	1475	0.5	Job	$ 4,000	-			Moved To Future Year
	Sub-Total:				**$ 108,090**	**$ 332,021**	**$ 332,021**	**251,951.46**	
	A&E Fees	1430			$ 8,647.20	10,085	10,085		
NY9-4	Repave/Reseal Parking Lot	1450	0.063	Job	$ 1,000	-			Moved to Future Year
Lincoln	Replace Chain Link Fencing with Wrought Iron	1450	0.013	Job	$ 500	-			Moved to Future Year
Park	Apply Traffic Coat to 230 Green St Walkways	1460	0.025	Job	$ 1,000	-			Moved to Future Year
Homes	230 Green St Boiler Room Asbestos Abatement	1460	1	Job	$ 47,296	-			In Progress
	230 Green St Boiler Room	1460	1	Job		-			In Progress
	Concrete Coping Repairs	1460	1	Job	$ 4,000	-			Moved to Future Year
	Replace Fire Alarm System	1460	0.003	Job	$ 500	10,731	10,731		Moved to Future Year
	Convert DSS Space to Day Care	1470	0.01	Job	$ 1,000	-			Moved to Future Year
	Computer Hardware	1475	1	Unit	$ 500	15,561	15,561	15,561.09	In Progress
	Sub-Total:				**$ 55,796**	**$ 26,292**	**$ 26,292**	**15,561.09**	
	A&E Fees	1430			$ 4,463.68	-			
NY9-5L	Drainage/Hydrant/Storm Sewer Repairs	1450	0.25	Job	$ 5,000	-			Moved to Future Year
Ida Yarbrough	Upgrade Switchgear	1460	0.011	Job	$ 5,000	-			Moved to Future Year
Homes	**Sub-Total:**				**$ 10,000**	**$ -**			
	A&E Fees	1430			$ 800	-			

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
1/31/2003	

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name	Grant Type and Number	Federal FY of Grant
Albany Housing Authority	Grant Fund Program Grant No.: NY06P00950102 Replacement Housing Factor Grant No.:	2002

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Dev Account Number	Quantity		Total Estimated Cost Original	Total Estimated Cost Revised (1)	Total Actual Cost Funds Obligated (2)	Total Actual Cost Funds Expended (2)	Status of Proposed Work (2)
NY9-5H	Gutters and Downspouts at Link	1450	0.3	Job	$ 500	-			Moved to Future Year
Ida Yarbrough	Install PIV Shutoff for Sprinklers	1460	0.07	Job	$ 500	-			Moved to Future Year
Highrise	Replace/Overhaul Generator/Convert to Natural Gas	1460	0.016	Job	$ 500	-			Moved to Future Year
	Upgrade Elevator Controls	1460	0.5	Bldg.	$ 100,000	-			Moved to Future Year
	Clean & refurbish building exterior	1460			$ -	299,132	299,132	299,132.00	Under Construction
	Upgrade Fire Alarm System & Controls	1460	0.006	Job	$ 500	-			Moved to Future Year
	Sub-Total:				**$ 102,000**	**$ 299,132**	**$ 299,132**	**299,132.00**	
	A&E Fees	1430			$ 8,160	-			
NY 9-7	Change Overhead Door at Maintenance Shop	1460			$ 500	-			Moved to Future Year
Westview	Insulate Curtain Wall/AC Sleeves	1460			$ 34,200	-			In Energy Performance Contract
Homes	Electric Feeders/Dedicated AC	1460	0.01	Job	$ 61,600	-			Moved to Future Year
	Install AC ground Floor Convert AC to gas	1460			$ 500	-			Moved to Future Year
	Replace Bathtub Diverters/Faucets	1460			$ 1,000	-			Moved to Future Year
	Replace Fire Alarm System	1460			$ 2,600	10,730	10,730		
	Sub-Total:				**$ 100,400**	**$ 10,730**	**$ 10,730**		
	A&E Fees	1430			$ 8,032	-			
NY 9-11	Repair Concrete Entry Sidewalks	1450			$ 5,000	-			Moved to Future Year
Steamboat	Replace Board Fence	1450	44	Apts.	$ 51,000	-			Completed
Square	Install Wrought Iron Trash Encl. & Ent	1450			$ 5,000	-			Moved to Future Year
Townhouses	Convert Electric Heat to Gas	1460			$ 1,000	-			In Energy Performance Contract
	Computer Hardware	1475			$ 1,000	-			Moved to Future Year
	Sub-Total:				**$ 63,000**	**$ -**			
	A&E Fees	1430			$ 5,040	-			
NY 9-12	Repair Fence	1450			$ 500	-			Moved to Future Year
Steamboat	Repair/replace Fencing and Sheds	1450			$ 500	-			Moved to Future Year
Square	Replace Rear Decks, 97 & 99 Schuyler	1450			$ 2,237	-			Moved to Future Year
Historic	Replace kitchen cabinets and sinks	1460	21.5	Apts	$ 62,593	-			Moved to Future Year
Townhouses	**Sub-Total:**				**$ 65,830**	**$ -**			
	A&E Fees	1430			5,266.40	-			

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NY9-13	Provide Site Accessibility & Restrip Lot	1450	40	Apts.	$10,000	-			Moved to Future Year
Ezra	Trackside Paving and Accessibility	1450	0.008	Job	$50,000	-			Moved to Future Year
Prentice	Encapsulate Vinyl Asbestos Floor Tile	1460			$115,000	-			Moved to Future Year
Homes	Improve common area lighting	1460			$60,000	-			Moved to Future Year
	Inst Aluminum Panning/Replace Sills	1460			$50,000	-			Moved to Future Year
	Install Water Saving Measures in Apts.	1460			$80,000	-			Moved to Future Year
	Instsall Sprinkler System	1460			$45,088	-			Moved to Future Year
	Lower Headers on Closet Doors	1460			$20,000	-			Moved to Future Year
	Paint Exterior Doors & Frames	1460			$15,000	-			Moved to Future Year
	Reconfigure Hillside Apts.	1460			$50,000	-			Moved to Future Year
	Remove Asbestos Transite Board	1460			$99,500	-			Moved to Future Year
	Renovate Bathrooms	1460			$30,000	-			Moved to Future Year
	Repair/Replace Kitchens	1460			$150,000	-			Moved to Future Year
	Replace Fire Alarm System	1460			$10,000	-			Moved to Future Year
	Replace Radiant Heat Panels	1460			$3,450	-			Moved to Future Year
	Replace Ranges	1460			$54,595	-			Moved to Future Year
	Replace Refrigerators	1460			$71,600	-			Moved to Future Year
	Upgrade Heating Distribution Zones	1460			$200,000	-			Moved to Future Year
	Upgrade Security Lighting	1460			$500	-			Moved to Future Year
	Demolish 3 Trackside Buildings	1485			$48,148	-			Moved to Future Year
	Sub Total:				**$1,162,881**	**$0**			
	A&E Fees	1430			$93,030.46	3,861	3,861		
NY 9-22	Acquisition & Rehabilitation of 42 Units	1498	..009	Unit	$1,000	720,496	720,496	76,952.00	11 Units under Construction
Scattered									
Sites	**Sub Total:**				**$1,000**	**$720,496**	**$720,496**	**76,952.00**	
	A&E Fees	1430			$0	3,800	3,800	1,803.20	

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Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
1/31/2003	

Annual Statement/Performance and Evaluation Report
Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name				**Grant Type and Number**				**Federal FY of Grant**
Albany Housing Authority				Grant Fund Program Grant No.: NY06P00950102 Replacement Housing Factor Grant No.:				2002
Development Number/Name HA-Wide Activities	**General Description of Major Work Categories**	**Dev Account Number**	**Quantity**	Total Estimated Cost **Original**	**Revised (1)**	Total Actual Cost **Funds Obligated (2)**	**Funds Expended (2)**	**Status of Proposed Work (2)**
	Maintenance Repsonse Initiative	1408		$22,519	-			In Progress
	Computer software upgrade	1408		$8,000	30,519	30,519		In Progress
	LBP Training Initiative & Marketing Co.	1408		$1,000	-			Moved to Future Year
	Maintenance Management improvements	1408		$10,000	5,300	5,300		In Progress
	Satellite Training Initiatiev & Marketing Coordinator	1408		$45,000	45,000	45,000		In Progress
	Operations Management Improvement	1408		$7,000	18,200	18,200		In Progress
	Personnel Technician	1408		$500	-			Moved to Future Year
	Technical Assistance with HUD QHWRA	1408		$1,000	-			Moved to Future Year
	Implementation Assistance with asset management	1408		$1,000	-			Moved to Future Year
	Porject Based budgeting implementation assistance	1408		$1,000	-			Moved to Future Year
	Partnership Process	1408		$7,000	-			Moved to Future Year
	PHA wide Police Patrol	1408		$4,500	28,800	28,800		In Progress
	Economic Development & Wage Ctr Co.	1408		$55,000	20,000	20,000		In Progress
	Tenant newsletter	1408		$5,000	10,000	10,000		In Progress
	Tenant security patrol	1408		$33,749	33,749	33,749		In Progress
	Utility conservation program	1408		$1,000	-			Moved to Future Year
	Tenant relations training	1408		$5,000	-			Moved to Future Year
	9-5 Community Center staff	1408		$36,000	6,000	6,000		In Progress
	9-5 Community Center coordinator	1408		$1,000	-			Moved to Future Year
	PHAS Consultant	1408		$500	-			Moved to Future Year
	PHA s deficiencies	1408		$0				Moved to Future Year
	KID Improvement district	1408		$0				Moved to Future Year
	Sub Total:			**$245,768**	**$197,568**	**$197,568**		

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Capital Fund Program (CFP) and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name	Grant Type and Number	Federal FY of Grant
Albany Housing Authority	Grant Fund Program Grant No.: NY06P00950102 Replacement Housing Factor Grant No.:	2002

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
NY9-1 Robert Whalen Homes	12/30/2003		9/30/2002	6/30/2005			
NY9-3 Steamboat Square Hi-Rise	12/30/2003		12/31/2002	6/30/2005			
NY9-4 Lincoln Park Homes	12/30/2003		9/30/2002	6/30/2005			
NY9-5H Ida Yarbrough Homes Hi-Rise	12/30/2003		9/30/2002	6/30/2005			
NY9-7 Westview Homes	12/30/2003		9/30/2002	6/30/2005			
NY9-22 Scattered Sites Replacement	12/30/2003		9/30/2002	6/30/2005			

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PHA Name	Grant Type and Number	Federal FY of Grant
Albany Housing Authority	Grant Fund Program Grant No.: NY06P00950102 Replacement Housing Factor Grant No.:	2002

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	**Revised (1)**	**Actual (2)**	**Original**	**Revised (1)**	**Actual (2)**	
Computer software upgrade	12/30/2003		9/30/2002	6/30/2005			
Maintenance mgt improvements	12/30/2003		9/30/2002	6/30/2005			
Satellite Training Initiative & Marketing	12/30/2003		9/30/2002	6/30/2005			
Operations Management Improvement	12/30/2003		9/30/2002	6/30/2005			
PHA wide Police Patrol	12/30/2003		9/30/2002	6/30/2005			
Economic Development & Wage Center	12/30/2003		9/30/2002	6/30/2005			
Tenant Newsletter	12/30/2003		9/30/2002	6/30/2005			
Tenant Security Patrol	12/30/2003		9/30/2002	6/30/2005			
9-5 Community Center Staff	12/30/2003		9/30/2002	6/30/2005			

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