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

PHA Plans

5 Year Plan for Fiscal Years 2005 - 2010
Annual Plan for Fiscal Year 2005
Version 2
November 4, 2005

Housing Authority of the City of Bridgeport – CT001

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2002

PHA Plan
Agency Identification

PHA Name: City of Bridgeport Housing Authority

PHA Number: CT001

PHA Fiscal Year Beginning: 10/2005

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 – 150 Highland Avenue, Bridgeport, CT between the hours of 9 AM and 4 PM
☐ 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– 150 Highland Avenue, Bridgeport, CT between the hours of 9 AM and 4 PM
☐ PHA development management offices
☒ PHA local offices
☒ Main administrative office of the local government
☐ Main administrative office of the County government
☐ Main administrative office of the State government
☒ Public library
☒ PHA website
☐ Other (list below)

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

☒ Main business office of the PHA – 150 Highland Avenue, Bridgeport, CT between the hours of 9 AM and 4 PM
☐ PHA development management offices
☒ Other (list below)
Listed above

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5-YEAR PLAN
PHA FISCAL YEARS 2004 - 2009
[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 Bridgeport Housing Authority is committed to providing quality, affordable housing and services in an efficient effective and creative manner. We will serve our residents by providing affordable housing opportunities in a safe environment; revitalizing and maintaining neighborhoods; and forming effective partnerships to maximize social and economic opportunities. This mission shall be accomplished by a fiscally responsible, ethical, and professional organization committed to excellence in public service.

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

- ☐ Apply for additional rental vouchers:
- ☒ Reduce public housing vacancies:
- ☒ Leverage private or other public funds to create additional housing opportunities:
- ☒ Acquire or build units or developments for various housing options
- ☒ Other (list below)

- Sustain the occupancy rate of 96% as of this date
- Achieve and sustain the occupancy rate of 98% by October 1, 2006
- Achieve a significant reduction in our vacant unit turn-around time from its current average of 85 days to 40 days by October 2005; less than 30 days by October 2006
- Actively advertise its public housing program
- Process public waiting list applications; wait list is open
- Re-introduce 20 units per year through the Pequonnock Apartments Settlement Agreement as scattered site housing. 100 units after five years.

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- Develop a Master Plan for the Father Panik Housing Replacement Plan
- Develop a Master Plan for Marina Village
- Continue to update Section 8 wait list with new applicants
- Seek partnerships with City, housing industry organizations and financial organizations to add affordable housing stock
- Utilize force account labor to address physical deficiencies and vacancy reduction under the Capital Fund Program

☒ PHA Goal: Improve the quality of assisted housing

Objectives:

☒ Improve public housing management: (PHAS score): The BHA shall be recognized as a high performer by October 1, 2007
☒ Improve voucher management: (SEMAP score)
☒ Increase customer satisfaction
☒ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
☒ Renovate or modernize public housing units as needed:
☒ Demolish or dispose of obsolete public housing:
☒ Provide replacement public housing – by continuing to fulfill the Father Panik replacement housing quotas
☐ Provide replacement vouchers:
☒ Other: (list below)

- Develop Master Plans for Father Panik Replacement Program and revitalization of Marina Village
- Strictly enforce the Admissions and Occupancy Policy; revise accordingly based on the needs of the community
- Implement any updates to the Section 8 Administrative Plan accordingly
- Increase effectiveness of market rate unit inspections using PHAS standards
- Ensure timely Housing Quality Standards Enforcement inspections
- Continue Section 8 automated waiting list system
- Advertise in different mediums to attract landlords in non-impacted areas
- Increase staffing capacity to address maintenance issues and PHAS Physical Management Score
- Conduct Energy Audit and Energy Conservation Measures utilizing the Energy Performance Contracting format

☒ PHA Goal: Increase assisted housing choices

Objectives:

☒ Provide voucher mobility counseling as per Pequonnock Apartment Settlement Agreement
☒ Conduct outreach efforts to potential voucher landlords
☐ Increase voucher payment standards
☐ Implement voucher homeownership program
☒ Implement public housing or other homeownership programs
☐ Implement public housing site-based waiting lists for scattered site developments:
☐ Convert public housing to vouchers
☒ Other: (list below)

- Adapt BHA's current housing stock and program resources to more closely meet the housing needs and markets identified in our needs assessment.
- Explore possible renovation, retrofitting, or conversion of existing and/or underutilized housing stock to support assisted living activities for frail elderly and people with disabilities.
- Complete construction of single-family homes at Pembroke II under the Section 32 homeownership program by October 2005.
- Utilize the vacant parcel at Marina Apartments a.k.a. Victorian Gardens as part of a neighborhood plan in partnership with the City of Bridgeport, Connecticut Legal Services for a mixed income mixed use community. The BHA will have to submit a disposition application to HUD Special Applications Center in order to implement this plan.
- Renegotiate with the City of Bridgeport for the revised use of the former Pequonnock Apartment site into a mixed income mixed use community, which may contribute to the Father Panik Village replacement program.
- Implement the approved 5H Homeownership Program, when applicable
- Explore other financing tools to complete all replacement housing sites as per Father Panik Village replacement program by 2007
- Explore other financing tools to redevelop Marina Village, which will require selective demolition and disposition. BHA intends to submit a demolition/disposition application to HUD Special Applications Center
- Revise and Enforce Admissions and Occupancy Policy

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

☒ PHA Goal: Provide an improved living environment

Objectives:

☒ Implement measures to de-concentrate 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:

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

☒ Other: (list below)

- Maintain an average response time of 24 hours in responding to emergency work orders
- Follow the preventative maintenance plan
- Improve vacant-unit turn-around time to less than 30 days by October 2006
- Continue 'curb appeal' improvements of public housing developments through landscaping, garbage disposal, & an increase in public safety
- Enforce emergency call-back system
- Comply with PHAS UPCS standards
- Utilize uniform materials to ease and quicken repair process
- Utilize force account labor to address physical deficiencies in support of the current labor force
- Continue to enforce its 'One Strike' policy
- Track residents arrested or persons arrested on and/or off Authority property
- Limit criminal activities in developments

- Reduce evictions due to violations of criminal laws through aggressive screening measures
- Utilize housing police unit to better define the edge problem of crime that occurs near our developments and create strategies for identifying and reducing this problem
- Transfer title to the City of Bridgeport for the portion of property at former Father Panik Village to construct two new schools
- Submit disposition application to HUD Special Applications Center for various vacant lots owned by the BHA to create a mixed income mixed use community in partnership with the City of Bridgeport and Connecticut Legal Services as part of the to be prepared Master Plan
- Request zoning variance to the City of Bridgeport to reduce the lot sizes of Pembroke II to create and develop better use
- Maintain Marina Village until a new master plan is developed
- Partner with community organizations to provide supports for people with disabilities
- Conduct Energy Audit and Energy Conservation Measures utilizing the Energy Performance Contracting format

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:
- ☒ Provide or attract supportive services to improve assistance recipients' employability:
- ☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- ☒ Other: (list below)
- Continue various resident programming
- Increase on-site community room utilization by community service providers in conjunction with site and resident needs
- Apply for Resident Opportunity and Self-Sufficiency grants upon funding availability
- Provide entry level employment opportunities to residents of the Authority
- Ensure that businesses doing work for the Authority to comply with Section 3 requirements
- Comply with HUD requirements and legal proceedings as it relates to the BHA Scholarship Fund as administered by the Greater Bridgeport Area Foundation.
- Partner with City and other community organizations in seeking grants and donations towards the delivery of support systems to various families and individuals

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

☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:
- ☒ Continue affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, sexual orientation, familial status, and disability:
- ☒ Continue affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, sexual orientation, familial status, and disability:
- ☒ Continue affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:

☒ Other: (list below)
The Authority is under negotiations to provide relief to people with disabilities. The BHA will comply with any and all provisions of these negotiations subject to HUD and Board of Commissioners approval.

Other PHA Goals and Objectives: (list below)

Strategic Goal
Maintain a fiscally responsible and responsive public housing agency.

- Operate so that income exceeds expenses every year
- Continue technology upgrades
- Continue anti-fraud efforts through rigorous verification process and resident integrity monitoring
- Improve tenant account receivables
- Conduct Energy Audit and Energy Conservation Measures utilizing the Energy Performance Contracting formate

Strategic Goal
Encourage coordination and innovation in the delivery of public housing.

- Seek formal and informal joint ventures and/or partnerships with the private sector, public agencies, and residents
- Improve upon identified community service and self-sufficiency plan
- Update and maintain the Authority's Web Site.

Strategic Goal
Encourage greater resident involvement and improve resident relations via the Resident Advisory Board

- Continue open dialogue with public housing and Section 8 residents through RAB and local site meetings, ensuring at least one Director is present
- Assist local councils to operate efficiently and effectively and provide technical assistance to become better board members or send council members to resident training activities conducted by housing organizations
- Encourage residents to participate in at least three (3) local council meetings and one (1) RAB meeting. Council and RAB meetings can be considered towards compliance with self-sufficiency program
- Utilize Resident Associate Advocate to improve local resident councils and city-wide Resident Affairs Board
- Encourage attendance of RAB and council members to the Board of Commissioner meetings
- Operate after-school programs for the benefit of resident children and families at all family complexes
- Utilize Capital Fund Program funds to support Resident Programs occurring at local sites
- Support other resident initiatives that provide programs and services to the youths of BHA

Strategic Goal
Comply with and resolve BHA issues as identified in the Memorandum of Understanding as agreed with HUD.

- Meet all the objectives listed within the target dates

- Improve the Authority's physical scores under the REAC assessment according to the benchmarks

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Annual PHA Plan
PHA Fiscal Year 2005
[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)]

General Description
The Housing Authority of the City of Bridgeport (BHA) underwent much change in the last year and a half while responding to various requirements by the U.S. Department of Housing and Urban Development (HUD) in order to address organizational and operational deficiencies. As a result, the Authority's priorities shifted. Such shift included the re-thinking of the methodology and housing product of the Father Panik Village Replacement Program and the temporary discontinuation of the comprehensive rehabilitation of Marina Village.

Father Panik Village Replacement Program
To date, the Authority has completed 518 units out of 818 required under the Settlement Agreement. We expect Harral Square, 12 units, to be ready for occupancy by mid July 2005 and to complete the remaining 2 units at Pembroke II by August 2005. As for the remaining 286 units, the BHA must leverage the balance of its development fund utilizing other funding sources to complete the work. Therefore, we intend to engage a Master Planner to prepare a comprehensive development plan; utilizing the BHA's inventory of vacant land, partnerships with the City of Bridgeport, developers and financing partners. Our goal is to create an end product that incorporates mixed-income and mixed-use properties.

Capital Fund Program/Modernization Activities
The BHA previously committed more than half of its Capital Fund Program (CFP) to the rehabilitation of Marina Village. As a result, the BHA incurred deferred maintenance at all the other public housing sites; thus scoring poorly under the REAC Physical Assessment. In January 2005, the Authority discontinued the planned rehabilitation of 2 residential buildings and the administrative building at Marina Village. In effect, the CFP fiscal years 2002, 2003 and 2004 had to be revised to address: significant capital and ordinary deficiencies and obsolescence, statutory requirements, risk management, emergency situations, management improvements, and resident services at all the other public housing sites.

In the meantime, Marina Village will be maintained in its current format. The BHA will seek relief from HUD for the 2 vacant residential buildings until the Authority completes a Master Plan with the right financing mechanism for the revitalization, not just rehabilitation, of Marina Village.

As for the 2005 CFP on forward, the Authority will utilize the following general approach to sequencing modernization priorities:

- Emergency Work – to eliminate any emergency or potential emergency conditions. Emergency remediation must be expedient and sensitive to budgetary constraints
- Statutory or Code Compliance – in particular 504 compliance
- Energy Conservation Measures (ECM) – to yield cost savings, which can in turn add resources to the operating budget. The BHA intends to engage a consulting firm and/or an ESCO to conduct an energy audit and enter into an Energy Performance Contract.

- Building Envelope – such as roofing, brick repair/replacement, window and door replacement, etc.
- System Replacement – which affect the entire structure such as plumbing, electrical, HVAC, etc.
- Interiors – specific to unit improvements and administrative offices
- Administrative – activities that would support management and operational improvements such as staffing, A & E consultations, special consultation firms, security needs, resident programs, training, acquisition, relocation, technology improvements and inventory controls
- Grounds – once the buildings and all related systems are upgraded, the grounds will be addressed in a comprehensive approach.

Public Housing Program

The Authority has not made any policy changes to its public housing program. Therefore, the Admissions and Continued Occupancy Policy as revised in August 23, 2004 shall remain in effect. We expect a new version of the lease to be published by January 2006. The BHA must improve its delivery of vacant unit turnaround time. We intend to address this issue utilizing the Capital Fund Program to support the manpower, both in maintenance and in the Resident Selection office. Our goal is to have the vacant units physically ready within 14 – 21 days and to be occupied within 7 days. Should there be any changes to the policy, the BHA will advise its residents and community at large and allow for a comment period as required by law.

Section 8 Program

The program's funding has been reduced, thus the operative difference is the ability of the Authority to pay for higher rents. The BHA changed its policy to reduce the maximum payment standard from 110% of the Fair Market Rent to 100%. The reason is to retain as many voucher holders, rather than to cut households from the program.

Resident Services

The BHA has been active in its efforts to develop operating local councils and a strong Resident Advisory Board. We have and will continue to provide resident training activities for the leadership and for employment and/or self-sufficiency improvements. We are committed to working with the residents and its leaders.

Security

The BHA expects continued police service from the Bridgeport Police Department. It is imperative to understand that maintaining the security of public housing complexes serves both the Housing Authority and entire City. Control the crime in public housing and the City will continue to see a decline in overall criminal activity.

Conclusion

The BHA has entered into a new phase and we are ready for the challenges ahead. It is our earnest goal to make this housing authority a high performing authority in the State and in the Nation. And we must do this in partnership with the City of Bridgeport, its residents, business entities, community support organizations, the public at large and the BHA's dedicated employees.

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 & Occupancy Policy – **ct001b02**

☒ FY 2005 Capital Fund Program Annual Statement – **ct001c02 and ct001d02**

☐ 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 **- template**

☒ FY 2005 - 2010 Capital Fund Program Annual Action Plans – **ct001c02 and ct001d02**

☐ Public Housing Drug Elimination Program (PHDEP) Plan

☒ Comments of Resident Advisory Board or Boards – **ct001e02**

☒ Other (List below, providing each attachment name)

PHA Certification of Compliance – **template**

Annual Plan Narrative – **ct001a02**

Section 8 Administrative Plan – **ct001f02**

MOA/Recovery Plan – **ct001g02**

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	Plan Template Chapter 18
X	State/Local Government Certification of Consistency with the Consolidated Plan	Plan Template Chapter 18
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	Plan Template
X	Consolidated Plan for the jurisdiction 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	Plan Template Chapter 1 Narrative: Housing Needs Assessment
X	Most recent board-approved operating budget for the public housing program	
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Plan Template Chapter 3, ACOP
X	Section 8 Administrative Plan	Attachment ct001f02
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	Plan Template Chap. 3 Sec. 6
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	ACOP
X	Schedule of flat rents offered at each public housing development ☒ check here if included in the public housing A & O Policy	Plan Template Chap. 4 Sec. A (2), ACOP
X	Section 8 rent determination (payment standard) policies ☒ check here if included in Section 8 Administrative Plan	ct001f02
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	ACOP
X	Public housing grievance procedures ☐ check here if included in the public housing A & O Policy	Grievance Procedures
X	Section 8 informal review and hearing procedures ☐ check here if included in Section 8 Administrative Plan	Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Attachment ct001c02 and ct001d02
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	
	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive	Attachment ct001c02 and d02

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	Grant Program, if not included as an attachment (provided at PHA option)	
	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	N/A
X	Approved or submitted applications for demolition and/or disposition of public housing	Plan Template Chapter 8
X	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Plan Template Chapter 9
X	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	Plan Template Chapter 10
X	Approved or submitted public housing homeownership programs/plans	Plan Template Chapter 11 5H homeownership plan
	Policies governing any Section 8 Homeownership program ☐ check here if included in the Section 8 Administrative Plan	
	Any cooperative agreement between the PHA and the TANF agency	N/A
X	FSS Action Plan/s for public housing and/or Section 8	Plan Template Chapter 12
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Plan Template Chapter 12
	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)	N/A
X	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	Plan Template Chapter 16
X	Troubled PHAs: MOA/Recovery Plan	Attachment ct001g02
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

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

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

Family Type	Overall	Affordability	Supply	Quantity	Accessibility	Size	Location
Income <=30% of MFI	3,681	5	4	5	2	3	4
Income >%30 but < 50% or MFI	2,024	5	4	5	2	3	4
Income >50% but <80% of MFI	4,656	4	4	4	2	3	3
Elderly Families	12,178	5	4	4	3	2	4
Families with Disabilities	21,503	5	4	4	3	3	4
White Families	62,822	4	4	4	2	3	3
Black Families	42,925	5	4	4	2	3	4
Hispanic Families	44,478	5	4	4	2	3	4
AI and Eskimo Families	664	1	1	1	1	1	1
Asian and PI Families	4,536	2	1	1	1	2	1

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: 2003

☒ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset

☐ American Housing Survey data
Indicate year:

☐ Other housing market study
Indicate year:

☐ Other sources: (list and indicate year of information)

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

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

PUBLIC HOUSING WAITING LIST NEEDS

As of June 8, 2005

	# of Families	**% of Total Families**	**Annual Turnover**
Pubic Housing Waiting List Total	323	100%	250
Extremely Low Income (< 30% MFI)	N/A		-
Very Low Income (>30% but <50% MFI)	N/A		-
Families with Children	233	72%	-
Elderly Families	27	8%	-
Families with Disabilities	54	16%	-
White Families	184	57%	-
Black Families	134	41.5%	-
Hispanic Families	123	38%	-
Asian Families	2	0.6%	-
American Indian Families/Other	3	0.9%	-
*Hispanic families may also be counted as white families			
Characteristics by Bedroom Size			
1 BR	90	27%	-
2BR	115	35%	-
3BR	66	20%	-
4 BR	31	9%	-
5+ BR	21	6%	-

SECTION 8 WAITING LIST NEEDS

As of May 25, 2004

	# of families	**% of total families**	**Annual Turnover**
Section 8 Waiting List Total	5569	100%	395 - 07%
Extremely Low Income (< 30% MFI)	N/A		-
Very Low Income (>30% but <50% MFI)	N/A		-
Low Income (>50% by <80% MFI)	N/A		
Families with Children	4868	87%	-
Elderly Families	224	4%	-
Families with Disabilities	477	9%	
White Families	278	5%	-
Black Families	2506	45%	-
Hispanic Families	2785	50%	-
Asian/ PI Families	0	0	-
American Indian Families/Other	0	0	-
Characteristics by Bedroom Size			
1 BR	1688	30%	-
2BR	2259	41%	-
3BR	1334	23%	-
4 BR	263	5%	-
5+ BR	25	004%	-

Is the public housing 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

Is the Section 8 waiting list closed (select one)? ☐ No ☒ Yes
If yes:
How long has it been closed (# of months)? 24
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 But we allow for public housing applicants section 8 vouchers as per Pequonnock Apartment Settlement Agreement

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 to less than 30 days
☒ 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)

- Utilize the project-based Section 8 vouchers as per Father Panik Village Settlement Agreement as part of community revitalization in partnership with City and developers

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 income mixed use neighborhoods in partnership with City
☒ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
☐ Other: (list below)
In partnership with the City, the BHA must be a part of the community revitalization neighborhood by neighborhood. The BHA will seek creative approaches that utilizes its assets and manage them to the full extent within HUD rules and guidelines

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)
◎ Operate flat rents at a reduced rate of the Fair Market Rate for each geographic corresponding area in Bridgeport: East End, East Side, Hollow, South End, West End, Black Rock, and North End
◎ Maximize the number of affordable homeownership opportunities available to BHA residents

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)
◎ Maximize the number of affordable homeownership opportunities available to BHA residents

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)
Rehabilitate former Park City Hospital site into Elderly only (62 and older) and Congregate Housing
Increase health and human services to residents of Harborview Towers, and Fireside Apartments
Explore conversion of other housing stock to support the housing needs of the elderly/disabled
Designate Park City Manor for elderly only as approved by the City Planning and Zoning Office

Utilize Section 8 vouchers as housing options for people with disabilities

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)

- Link with local, state and federal programs to provide housing options with support systems in place as funded by each department.
- Utlize Section 8 vouchers as housing options for people with disabilities
- Comply with any negotiated settlements that support the housing needs of the disabled

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)

Target BHA replacement and homeownership programs and activities in non or low-impacted areas.
Promote rental opportunities of existing public housing units in local newspapers to community at-large who are at 80% or below of the AMI and to allow for people who meet the income range of 50 to 80% of the AMI to be admitted into scattered site unit

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.

Sources	Planned $	Planned Uses
Pubic Housing Operating Fund	$10,849,652	Public Housing Operation
Public Housing Capital Fund **Replacement Housing Fund**	$4,381,407 $93,281	Capital Fund Program and Replacement Housing Program
Annual Contributions for Section 8 Tenant Based Assistance	$22,899,438	Rent Subsidies
Resident Opportunity and Self Sufficiency Program		
Community Development Block Grant	$19,000	Transportation for Youth/Seniors; Family Self Sufficiency; North End Social Services
HOME		
Prior Year Federal Grants		
Pubic Housing Dwelling Rental Income	$5,700,587	Public Housing Operation, Tenant Services
Other Income – Operations	$509,916	Employee activities
Other Income – Funding for Replacement Units	$3,025,332	Replacement of Father Panik units
TOTAL	$47,478,613	

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: 90 days
☐ 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)

- Past credit practices of applicants
- Housekeeping through house 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
☐ Sub-jurisdictional lists
☐ Site-based waiting lists
☒ Other (describe)

1. Scattered Site housing transfer policy
2. Pequonnock Apartment Settlement Agreement
3. Section 32 homeownership lease-to-own plan/Pembroke II transfer policy
4. Elderly only units, upon HUD approval

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

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

Trumbull Gardens Administrative Office Resident Selection Department

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? 4 upon HUD approval

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? 1

The Authority currently utilizes one community-wide wait list; however,

- Upon approval of the Authority's plan to designate projects (Park City Manor) for elderly residents only, the Authority will develop a site-base wait list for those designated units.
- Applications are being accepted for the Section 32 homeownership program for units identified units. Transfers will be made according to a newly established policy specifically for units at Pembroke II.
- Eligible former residents of Pequonnock Apartments are afforded preferences to re-enter into public housing.
- Applicants off of the public housing wait list are afforded Pequonnock Section 8 vouchers at their choice
- The Authority utilizes the transfer policy to transfer current residents into our scattered site units.

3. ☒ Yes ☐ No: May families be on more than one list simultaneously

If yes, how many lists?

2 to 3 depending on circumstances

examples include:

- applicants for section 32 homeownership program (Pembroke 2) may be former residents of pequonnock apartments or may also be on the regular transfer wait list to other scattered site units
- applicants off the public housing wait list are offered a pequonnock section 8 voucher or may be eligible for admissions to scattered site units or to homeownership program (Pembroke 2)
- former residents of pequonnock apartments will be given preference to occupy a scattered site unit as completed by the City of Bridgeport as per pequonnock apartment settlement agreement
- elderly residents may be former pequonnock apartment residents and would be eligible for certain benefits
- single elderly residents may add family members to meet eligibility requirements for homeownership program (Pembroke 2)

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

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

(3) Assignment

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

☐ One
☒ Two, concurrently
☐ 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:

Pequonnock Apartment Settlement Agreement – former residents of Pequonnock Apartments may return to public housing and are not limited to two choices

Lease-to-Own Homeownership Program – approved applicants are assigned 1 unit and are not removed from the program wait list until the household is assigned and has accepted the unit

Elderly only Congregate Housing for Park City Manor – applicants must go through an assessment to be considered for congregate services; approved applicants are assigned a unit at Park City only for these services

Designated Housing only, when approved by HUD – choices will be limited to approved designated units; authority will make reasonable attempts to house applicants based on unit availability and need

(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 as per reasonable accommodations policy
☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
☐ Resident choice: (state circumstances below)
☒ Other: (list below)

Former Pequonnock Apartment residents as per Settlement Agreement
Section 32 Homeownership Program/Pembroke II transfer policy

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 or City, State or Federal Government Action)
☐ 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)
Law enforcement officials

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

Other preferences (select all that apply)
☐ Working families and those unable to work because of age or disability
☐ Veterans and veterans' families
☐ Residents who live and/or work in the jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☒ Other preference(s) (list below)
3 Law enforcement officials (as per 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)
Section 32 Homeownership plan, Declaration of Restrictive Covenants and Lease-to-Own lease
☒ Website
☒ Public library

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)
As per flat rent guidelines

(6) Deconcentration and Income Mixing

a. ☒ Yes ☐ No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.

b. ☒ Yes ☐ No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

If yes, list these developments as follows:

Development Name	**Number of Units**	**Explanation (if any) [see step 4 at section 903.2©(1)(iv)]**	**Deconcentration policy (if no explanation)[see step 5 at section 903.2© (1) (v)]**
Marina Village	405	Covered by self-sufficiency strategies, incentives, local strategies contained in admissions and occupancy policies	Flat rents established, training-income exclusions
Boston Commons	32	Elderly/disabled housing, local strategies contained in admissions and occupancy policies	Flat rents established, training income exclusions
Marlboro Court	28	Covered development that promote income mixing (scattered site), local strategies contained in admissions and occupancy policies	Flat rents established, training-income exclusions
P.T. Barnum	360	Covered by self-sufficiency strategies, incentives, local strategies contained in our admissions and occupancy policies	Flat rents, training-income exclusions
Ct26p001-025		Covered development location promote income deconcentration (scattered site)	Flat rents, training-income exclusions, transfer policy
Ct26-p001-036		Covered development location promote income deconcentration (scattered site)	Flat rents, training-income exclusions, transfer policy
Ct26-P001-041		Covered development location promote income deconcentration (scattered site)	Flat rents, training-income exclusions, transfer policy
Trumbull Gardens		Covered development location promote income deconcentration (scattered site)	Flat rents, training-income exclusions, transfer policy
Ct26p001-049	8	Covered development location promote income deconcentration (scattered site)	Flat rents, training-income exclusions, transfer policy
Ct26-p001-050	21	Covered development location promote income deconcentration (scattered site)	Flat rents, training-income exclusions, transfer policy
Ct26p001-051	18	Covered development location promote income deconcentration (scattered site)	Flat rents, training-income exclusions, transfer policy
Ct26-p001-039	5	Covered development location promote income deconcentration (scattered site)	Flat rents, training-income exclusions, transfer policy
Ct26-p001-053		Covered development location promote income deconcentration (scattered site)	Flat rents, training-income exclusions, transfer policy

Charles Greene Homes	270	Covered by self-sufficiency strategies, incentives, local strategies contained in our admissions and occupancy policies	Flat rents, training-income exclusions
Harborview Towers	240	Single bedroom units for elderly and disabled non-elderly residents; covered by self-sufficiency strategies, incentives, local strategies contained in admissions and occupancy policies	Flat rents established, training -income exclusions
Willow Mews	20	Covered development location promote income deconcentration (scattered site)	Flat rents, training-income exclusions, transfer policy

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)
Income requirements
Housekeeping habits

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)
The Authority will furnish upon request by prospective Section 8 landlords with information about the family's rental history, housekeeping habits, compliance with essential conditions of tenancy, current address of prospective tenant and name and address of his/her current and/or previous landlord, or any history of drug trafficking.

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
☒ None
☐ Federal public housing
☐ Federal moderate rehabilitation
☐ Federal project-based certificate program
☐ Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)
☐ PHA main administrative office
☒ Other (list below)
To be advertised publicly

(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:
Vouchers are initially issued for one hundred twenty (120 days). Extensions are permissible at the discretion of the Authority up to a maximum of thirty (30) days primarily for these reasons:
Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family's ability to find a unit within the initial sixty-day period

- The Authority is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the Authority, through the initial sixty-day period
- The family was prevented from finding a unit due to disability accessibility requirements or large size bedroom unit requirement
- As per Pequonnock Apartments Settlement Agreement for eligible Pequonnock Apartment residents (180 days, subject to 60 day extensions for good cause).

(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)
Single disabled non-elderly applicants

Section 8 Voucher Homeownership Program as per Pequonnock Apartment Settlement Agreement
Section 32 Homeownership Plan
CT Project Based Section 8 Collaborative (180 vouchers for family units and 70 vouchers for supportive housing developments

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
☐ 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)
2 Single disabled non elderly families
2 Section 8 Voucher Homeownership Program as per Pequonnock Apartment Settlement Agreement
2 Section 32 Homeownership Plan (as per homeownership plan)
2 CT Project Based Section 8 Collaborative (180 vouchers for family units and 70 vouchers for supportive housing developments

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)
Pequonnock Apartment Settlement Agreement
Father Panik Village Settlement Agreement
Section 8 Voucher Homeownership Program
Section 32 Homeownership Plan, Declaration of Restrictive Covenants and Lease-to-Own lease

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

☒ Through published notices
☒ Other (list below)
As per Pequonnock Apartment Settlement Agreement

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**:**

- The family has lost eligibility for or is awaiting 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 resident under the Immigration and Nationality Act who would be entitled to public benefits by for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- The family would be evicted as a result of the imposition of the minimum rent
- The income of the family has decreased because of changed circumstance, including the loss of employment, death in the family or other circumstances as determined by the PHA or HUD.

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:

Resident may choose to set their rent at flat rent rates, which is at reduced rate of Fair Market Rent in eight geographical locations within Bridgeport.

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
☒ For increases in earned income for household members participating in self-sufficiency program.
☐ 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)

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)
Every two years should the household choose to pay flat rent.

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)

The BHA has adopted flat rents based on a reduced rate of the Fair Market Rent for units comparable in size, location, quality, unit type, age, housing services, maintenance, utilities and amenities in the area in which each public housing development is located. The BHA will apply flat rents to its inventory-wide public housing stock. The BHA used the Section 8 Annual Rent Reasonableness Study to establish the Fair Market Rents.

PEQUONNOCK SECTION/LOWER WOOD AREA

Charles Greene Homes, Catherine Street, Calhoun Street, Harral Avenue, Highland Avenue, Madison Avenue, Pequonnock Towers, Sedgewick Avenue

Unit Type	Flat Rent
Efficiency/Studio	$413.00
One (1) Bedroom	$525.00
Two (2) Bedroom	$638.00
Three (3) Bedroom	$731.00
Four (4) Bedroom	$825.00
Five (5) + Bedroom	$949.00

SOUTH END/WEST END AREA

Marina Village, P.T. Barnum, and Pequonnock Apartments, Atlantic Avenue, Center Street, Charles Street, Elmwood Avenue, Grove Street, Iranistan Avenue, Norman Court, Park Avenue, West Liberty, and Wood Avenue, Poplar Street, Carleton Avenue

Unit Type	Flat Rent
Efficiency/Studio	$413.00
One (1) Bedroom	$525.00
Two (2) Bedroom	$638.00
Three (3) Bedroom	$713.00
Four (4) Bedroom	$825.00

Five (5) + Bedroom	$949.00

UPPER EAST SIDE/MILL HILL AVENUE AREA

Asylum Street, Bond Street, Boston Commons, Concord Street, Grant Street, Kings Bury Road, Kossuth Street, North Bishop Avenue, North Ridgefield Avenue, Ogden Street EXT, Pixlee Street, Prince Street, Priscilla Street, Sheridan Street, Stillman Street, Summerfield Avenue, Tudor Hill, Velvet Street

Unit Type	**Flat Rent**
Efficiency/Studio	$450.00
One (1) Bedroom	$563.50
Two (2) Bedroom	$683.00
Three (3) Bedroom	$750.00
Four (4) Bedroom	$874.00
Five (5) + Bedroom	$1005.00

LOWER EAST SIDE/EAST END AREA

Fireside Apartments and Harborview Towers, Beardsley Street, Cowles Street, Dekalb Avenue, Hewitt Street, Newfield Avenue, Sixth Street, Williston Street, Caroline Street, Cedar Street, East Main Street, Hallett Street, Marlboro Court, Nichols Street, Steuban Street, Water view Avenue, Pembroke II

Unit Type	**Flat Rent**
Efficiency/Studio	$413.00
One (1) Bedroom	$525.00
Two (2) Bedroom	$638.00
Three (3) Bedroom	$713.00
Four (4) Bedroom	$825.00
Five (5) + Bedroom	$949.00

RESERVOIR AREA

Trumbull Avenue, Alba Avenue, Alexander Avenue, Ezra Street, Garden Drive, Hawley Avenue, Houston Avenue, Lindley Street, Parrot Street, Salem Street, Sound view Avenue, Sunshine Circle

Unit Type	**Flat Rent**
Efficiency/Studio	$488.00
One (1) Bedroom	$600.00
Two (2) Bedroom	$728.00
Three (3) Bedroom	$806.00
Four (4) Bedroom	$926.00
Five (5) + Bedroom	$1065.00

NORTH END AREA

Clark Street, Woodside Avenue

Unit Type	**Flat Rent**
Efficiency/Studio	$488.00
One (1) Bedroom	$600.00
Two (2) Bedroom	$728.00
Three (3) Bedroom	$806.00
Four (4) Bedroom	$926.00
Five (5) + Bedroom	$1065.00

LOWER NORTH END AREA

Unit Type	**Flat Rent**
Efficiency/Studio	$450.00
One (1) Bedroom	$563.00
Two (2) Bedroom	$683.00
Three (3) Bedroom	$750.00
Four (4) Bedroom	$874.00
Five (5) + Bedroom	$1005.00

BLACK ROCK AREA

Belmont Avenue, Harbor Avenue, Scofield Avenue

Unit Type	**Flat Rent**
Efficiency/Studio	$488.00
One (1) Bedroom	$600.00
Two (2) Bedroom	$728.00
Three (3) Bedroom	$806.00
Four (4) Bedroom	$926.00
Five (5) Bedroom	$1065.00

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
☒ 110% of FMR
☒ Above 110% of FMR (HUD approved vouchers for Pequonnock Apartment Settlement Agreement

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)
Pequonnock Apartments Settlement Agreement

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)

- Lost eligibility while waiting for a determination for Federal, state or local assistance programs
- Facing an eviction because of this hardship
- Income decrease because of changed circumstance (unemployment)
- Death in the family and other circumstances determined by the BHA or HUD.

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

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

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

☒ An organization chart showing the PHA's management structure and organization is attached.

☐ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

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

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	2419	200
Section 8 Vouchers	2738	5%
Section 8 Certificates	0	0
Special Purpose Section 8 Vouchers/Certificates	259	0
Public Housing Drug Elimination Program	N/A	NA
Other: ROSS grant		

C. Management and Maintenance Policies

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

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

- Affirmative Marketing Policy, Statement of Procedures and Fair Housing Procedures
- Capitalization Policy & Investment Policy
- Management Ten-Year Strategic Plan
- Procurement Policy
- Admissions and Continued Occupancy Policy, Resident Lease, Rent Collection Policy, Pet Policy, Emergency and Work Order Policy, Grievance Procedures
- Section 32 Homeownership Plan, Declaration of Restrictive Covenants and Lease-to-Own lease

(2) Section 8 Management: (list below)

- Section 8 Administration Plan
- Section 32 homeownership plan
- Section 8 Voucher Homeownership Program
- Section 32 Homeownership Plan, Declaration of Restrictive Covenants and Lease-to-Own lease

The Authority makes an attempt to exterminate at least once annually through a contracted company.

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)
Website

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)
Director of Management and Operations 361 Bird Street, Bridgeport, CT 06605
Director of Section 8 150 Highland Avenue, Bridgeport, CT 06604

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: CT001-C02 a & b

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

-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)

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:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)
   - ☐ Revitalization Plan under development
   - ☐ Revitalization Plan submitted, pending approval
   - ☐ Revitalization Plan approved
   - ☐ Activities pursuant to an approved Revitalization Plan underway

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

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

The BHA may explore mixed-financing development activities in partnership with the City of Bridgeport for public housing in the Plan year as a part of Pequonnock Replacement Program and the revitalization of Marina Village

☒ 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:

The BHA will develop a master plan to complete the Father Panik replacement housing program and explore creative financing options to fund the work
The City of Bridgeport is conducting replacement housing activities to comply with the Pequonnock Apartment Settlement Agreement, which will be turned over to the Authority at completion, at the rate of 20 units per year for five years.

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: Marina Village 1b. Development (project) number: CT26-P001-002
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: (January 2007)
5. Number of units affected: to be confirmed during discussion with community and residents, but remaining units not rehabilitated will be affected by this activity. 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: January 2006 to begin discussions with community and residents about Master Development Plan for Marina Village b. Submission of Master Development Plan to HUD for review and approval, which may include demolition activities in January 2007 c. demolition of other building to begin in phased process, projected end date of activity: September 2010

Demolition/Disposition Activity Description
1a. Development name: Wayne Street 1b. Development (project) number: CT26-P001-040
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: (4th quarter '05)

5. Number of units affected: 15 uninhabited units 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Conduct negotiations with City for disposition/demolition b. Notify HUD SAC of disposition plan by 3rd quarter '05 c. Dispose/demolish of property upon HUD approval

Demolition/Disposition Activity Description
1a. Development name: Former Father Panik Village 1b. Development (project) number: CT26-P001-001 (original) CT26-P001-053 (development budget used)
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: (April 29, 2005)
5. Number of units affected: Parcel is vacant 6. Coverage of action (select one) ☒ Part of the development 7 acres ☐ Total development
7. Timeline for activity:

Demolition/Disposition Activity Description
1a. Development name: Park City Manor 1b. Development (project) number: CT26-P001-053k
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: (January 2006)
5. Number of units affected: to be confirmed during discussion with community and residents, but remaining units not rehabilitated will be affected by this activity. 6. Coverage of action (select one) ☐ Part of the development ☒ Total development

7. Timeline for activity:
   a. Planned disposition application in January 2006
   b. Submit funding application for tax-credit program to CT Housing Finance Authority to augment development costs

Demolition/Disposition Activity Description
1a. Development name: Former Father Panik Village 1b. Development (project) number: CT26-P001-001 (original) CT26-P001-053 (development budget used)
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: (June 2006)
5. Number of units affected: Parcel is vacant 6. Coverage of action (select one) ☐ Part of the development ☒ Total development approximately 10 – 12 acres
7. Timeline for activity: a. establish master plan for vacant property as mixed income mixed use site by 4th quarter 2005 b. Develop financing plan based on Master Plan; will include City, Service providers, and Developers as potential stakeholders c. begin development activity based on master plan recommendations, ability to secure public financing and availability of private development funds

Demolition/Disposition Activity Description
1a. Development name: Marina Apartments 1b. Development (project) number: CT26-P001
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: (1st quarter 2006)
5. Number of units affected: Parcel is vacant 6. Coverage of action (select one) ☐ Part of the development ☒ Total development approximately 5 acres

7. Timeline for activity:
   a. establish master plan for vacant property as mixed income mixed use site by 4th quarter 2005
   b. Develop financing plan based on Master Plan; will include City, Service providers, and Developers as potential stakeholders
   c. begin development activity based on master plan recommendations, ability to secure public financing and availability of private development funds

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: 695 Park Avenue aka Park City Manor 1b. Development (project) number: CT26-P001-053
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: (June 2006)
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: 117 8. 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: Scattered Sites 1b. Development (project) number: to be determined
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: (3/31/1999)
5. Number of units affected: 20 6. Coverage of action: (select one) ☒ Part of the development ☐ Total development

Public Housing Homeownership Activity Description **(Complete one for each development affected)**
1a. Development name: Pembroke Green Phase II 1b. Development (project) number: To be determined according to availability
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☒ Section 32 of the USHA of 1937
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: (June 2006)
6. Number of units affected: 20 6. Coverage of action: (select one) ☐ Part of the development ☒ Total development

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:

Due to the budget constraints, the Authority is not implementing the Section 8 Homeownership Program.

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)?

Although TANF is already cooperating with the Authority in sharing and verifying information. We are working diligently with TANF leadership to establish a formal cooperative agreement.

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

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

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

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)
Computer Learning Center	*804*	*Random*	*P.T Barnum/Trumbull Gardens*	*Public Housing*
Resident Secretary	*1*	*Advertise*	*Community Affairs Department*	*Public Housing*
Resident Service Coordinator for elderly and disabled households	*1000*	*Random*	*Community Affairs Department*	*Public Housing*
Scholarship Program	*2*	*Random*	*Community Affairs*	*Public Housing*
Homeownership	*Varies*	*Random*	*Resident Selection*	*Public Housing and Section 8*
Job Developer	*1756*	*Random*	*Community Affairs*	*Public Housing and Section 8*
After School Programs	*150*	*Random*	*Trumbull Gardens and Marina Village*	*Public Housing, Section 8 and general public*
Summer Sunsational Camp	*100*	*Random*	*Site Offices*	*Public Housing Residents*
GED Program	*32*	*Specific Criteria*	*Site offices/Early Care and Education Training Institute*	*Public Housing*
Renter's Rebate Program	*350*	*Elderly/Disabled*	*Site Offices*	*Public Housing*
Resident Association Leadership Training	*24*	*Resident Association Officers*	*Resident Associations/Site Offices*	*Public Housing*

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2002 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	N/A	7 as of January 21, 2004
Section 8	96	96 as of January 21, 2004

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

The Authority will operate within the following guidelines:

All adult (nonexempt) residents of public housing must perform an average of 8 hours per month of community service or participate in an economic self-sufficiency program for 8 hours per month or a combination of each activity for a total average of 8 hours a month or a total of 96 hours per year.

The Authority exempts adult resident who are elderly, blind or disabled preventing them from participating, a primary caretaker of such an individual, exempt from work by the State, receiving assistance and in compliance with State or TANF requirements, or is gainfully employed. The adult resident is exempt if they are already participating in community service and/or self-sufficiency activities as defined below.

Work activities include unsubsidized or subsidized employment, work experience if sufficient private sector employment is not available, on-the-job training, job search or job readiness assistance, community service programs, vocational educational training (not to exceed 12 months for any individual), and/or job skills training directly related to employment.

1. COMMUNITY SERVICE ACTIVITIES

   The Authority will give residents the greatest amount of community service activities possible for participation. The Authority will inform residents of volunteer opportunities in the community annually, during any changes in the household, and during admissions. Community service activities can include, but not limited to, physical improvement of the community, volunteer work in schools, child-care centers, hospitals, homeless shelters, or other social service organizations.

   Political activity cannot be considered community service. The Authority will not replace BHA employees with community service residents.

2. SELF-SUFFICIENCY ACTIVITIES

The self-sufficiency program is defined as any program designed to encourage, develop, assist, train, or facilitate economic independence or to provide work for our public housing residents. These activities may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health counseling and treatment).

3. LEASE REQUIREMENTS

The BHA reserves the right to not renew the household's lease should they fail to comply with the community service requirement. Failure to complete the 96 hours per year will carry over to the following year. Households must enter into an agreement to complete them. Should the household continue to fail the requirement, the Authority will exercise its right not to renew the household's lease. Further non-compliance (i.e. one adult member not meeting requirement, two years of non-participation) may result in eviction.

4. ADMINISTRATION OF PROGRAM AND REQUIREMENTS

The Department of Social Services (DSS) has partnered with the Authority to provide information regarding eligibility of public housing residents receiving assistance. DSS will verify the number of people on public assistance and also provide the number of months they have remaining on their eligibility.

The Authority will initially identify residents paying minimum rent. The Community Affairs Department will provide an assessment to determine exemption or non-exemption. The Counselor will then develop a plan of action identifying their needs and course of action to comply with the requirements should they be identified as non-exempt.

Subsequently, the Authority will continue to identify non-exempt residents annually during their re-certification, intermittently as households' request changes, during new admissions, and/or as identified by DSS as non-exempt. The Authority reserves the right to change exemption status during the year should they become exempt or non-exempt.

The Authority will provide residents with a Community Service Verification Form that should be completed wherever they perform community service. The Authority will identify a point person from that organization as the sole verifier. That person's signature must be on the form. The resident must turn in their verification forms monthly to the Community Affairs Counselor, during their visits, and/or the Site Manager. The Counselor may verify the validity of the signatures. The Verification Forms will remain in the residents' file.

5. NOTIFICATION PROCESS

All new residents, during admissions, will be informed of this requirement. Their status will be determined annually during their re-certification and during any changes in the household.

Current residents will be notified annually by, but not limited to, mail, flyers, closed-circuit television, monthly and quarterly mailers, public access television, and public meetings.

The Authority will periodically inform all social service agencies, churches, and local board of education of the service requirements and to identify point persons for verifications. All organizations providing the community service activity must comply with the Authority's non-discrimination policy.

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)
There has been a marked improvement in the safety of our communities since the inception of the Housing Police Unit. It is imperative that we maintain this position and continue the reduction of criminal activities in our communities. As we maintain the safety of our communities, the perception of "public housing" should improve.

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)
Marina Village, P.T. Barnum, Trumbull Gardens, Charles F. Greene Homes, Marlboro Court, Atlantic Street, Poplar Street

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)

- Continuation of the unarmed security patrols in BHA developments
- Increase Housing Police Unit staff levels to cover more housing complexes
- Continued income mixing
- Providing homeownership opportunities
- Planned revitalization of Marina Village
- Installation surveillance cameras and security lighting in Marina Village and Charles F. Greene Homes
- Assisting residents to obtain a skill, trade or higher education through the Authority's Scholarship Program and Job Development Program through the ROSS grant.
- Hotline # 576-7983. Residents may call this number to report illegal activities. Identification of caller is not required and shall remain private should the caller identify themselves.

2. Which developments are most affected? (list below)
Marina Village, P.T. Barnum, Trumbull Gardens, Charles F. Greene Homes, Harborview Towers, Fireside Apartments

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)
Marina Village, P.T. Barnum, Trumbull Gardens, Charles F. Greene Homes, Harborview Towers, Fireside Apartments

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 2001 in this PHA Plan?
☐ Yes ☐ No: This PHDEP Plan is

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

This policy was developed after weighing and balancing the interests of Bridgeport Housing Authority's (BHA) residents, BHA management and its communities surrounding BHA's developments and dispersed housing. In accordance with Federal regulations, the BHA will permit pet(s) in specified dwelling sites in accordance with this policy. No exotic, wild or dangerous animals, snakes, farm animals to include chicken and roosters or any other animal not permitted in residential units by state or local laws, ordinances or this policy may be kept by residents.

Public housing residents living in determined site (see Section 3) are permitted to keep no more than 1 dog or 1 cat per unit. The site restrictions do not apply to service animals that assist persons with disabilities, or service animals that accompany visitors to the developments, or elderly residents requiring the companionship of an animal.

A. REGISTRATION AND APPROVAL

1. Criteria Prior to Admittance

Request for permission to have a pet(s) must be submitted, and written approval from BHA must be received, PRIOR to admittance of pet(s) into the unit. The applicant must provide the Site Manager proof of ownership, the pet's good health and suitability under the standards set forth in these rules and regulations (Exhibit A), proof of the animal's licensing, vaccination, neutering/spaying and paws de-clawed records, in accordance with state and local laws, etc. (Exhibit B). The licensing and vaccinations must be renewed at the time of resident's re-examination. All licenses and tags must be current. The applicant will be required to complete the following forms:

- Pet Information (see Exhibit A)
- Veterinarian Certification (see Exhibit B)

Upon written approval by the Housing Authority, the resident pet owner and BHA must enter into a "Pet Agreement" (Exhibit C) and sign an “Affidavit” (Exhibit D) indicating their understanding of the Pet Policy and their responsibilities before the dog is permitted on the premises and/or the dwelling unit. All pets must be photographed by the Authority.

2. Vaccination Requirements

Dogs and cats must have the proper inoculations required by law, and certified by a veterinarian licensed to practice in the State of Connecticut.

All resident pet owners shall attach a tag to the dog or cat's collar showing that the animal has been inoculated with anti-rabies vaccine and has been properly licensed. The dog and cat shall wear the collar at all times.

B. DEFINITIONS

A common household "pet" shall mean a domestic animal as defined under state and local law, rule, and ordinance, including dogs, cats, birds, fish, rabbits or rodents such as gerbil, hamster, or mouse. However, the Authority will not allow residents to own, possess or keep a pit bull, german shepherds, doberman pinchers, american bulldog, rottweiler, and chow. Common household pets shall not include ferrets, monkeys, farm animals, and snakes or other reptiles other than turtles.

A "service animal" shall mean an animal, which has been trained and certified to provide services to an individual with a disability.

A "dangerous dog" shall mean any dog with a known propensity or disposition to attack, to cause injury to or to otherwise endanger the safety of humans or other domestic animals within, on, or around the development, or any dog that attacks or bites any person or domestic animals within, on, or around the development.

BHA means the Housing Authority of the City Bridgeport, its commissioners, officers, employees, servants and agents.

A “farm animal” may include but is not limited to chickens, roosters, goats, pigs, horses, cows.

A "common area" means any area to which all residents have access and is not under the direct control of any individual resident (i.e. community rooms, lobby, laundry rooms).

C. SITE RESTRICTIONS

The Authority recognizes the limited private areas for the following sites and has restricted approval of dogs, except for service animals and pets for elderly; however, cats and other pets are allowable:

1. Charles Greene Homes
2. PT Barnum Apartments
3. Harborview Towers
4. Trumbull Gardens Building 11
5. Poplar Street Apartments
6. Bond Street Apartments
7. Boston Commons

D. PET DENSITY

1. No more than one dog or one cat may be kept in any unit.
2. No more than two small, caged birds may be kept in any unit.
3. An aquarium for fish may not exceed twenty (20) gallons.
4. No more than two (2) small animals, i.e. gerbil or hamster, may be kept in any unit. Small animals must be kept in a cage.

E. SIZE

No pet's mature growth shall exceed 18 inches in height, measured from ground to shoulder, nor weigh more than 30 pounds.

F. PET DEPOSIT AND FEES

1. A refundable pet deposit of $200 will be charged for each dwelling unit where a dog and cat resides. The BHA will place the deposit in an escrow account. The unused portion of the pet deposit will be refunded to the resident along with any accrued interest, within a reasonable time but not more than 30 calendar days after the resident moves from the development or no longer owns or has a pet present in the dwelling unit. The BHA reserves the right to change this deposit amount at any time, consistent with Federal guidelines.

2. Resident pet owner's liability for damages caused by his/her pet is not limited to the amount of the pet deposit and the resident will be required to reimburse BHA for the actual cost of any and all damages caused by his/her pet where they exceed the amount of the pet deposit.

3. If BHA has to remove any pet waste from the resident pet owner's unit, yard, porch or other area which is for the exclusive use of the resident or from the common areas, a twenty-five dollar ($25) charge will be made per removal. Repeated violations, three in a one-year period, will necessitate the resident pet owner removing the pet permanently from the premises. Failure to comply may result in termination of the resident's Dwelling Lease.

4. Upon move-out, units occupied by a cat or dog will be inspected by the Site Manager for any infestation or other damage resulting from the pet. If the unit is found to be infested, the extermination charge will be the responsibility of the resident pet owner. The charges shall be deducted from the pet deposit. If charges exceed the pet deposit, the resident pet owner will be billed and must pay within 30 days of receipt of the bill. The resident is permitted, and encouraged, to be present for any and all inspections.

G. PET RULES

1. Dogs, Cats and Other Animals

A. Dogs, cats and other animals shall be maintained within the resident pet owner's unit. When dogs or cats are outside of the unit, they shall be kept on a hand-held leash, cord or chain no longer than six (6) feet and under control at all times. Under no circumstances shall any dog, cat or other animal be permitted to run loose in any common area. A dog shall be

deemed running loose when it is on the premises of the resident pet owner, possessor or keeper, but is confined in such a way as to allow the dog to have access to the public right of way.

B. The unit must be kept free of odors and maintained in a clean and sanitary condition. All animal waste or litter from a cat litter box and cages must be removed daily and disposed of in sealed plastic trash bags and placed in the trash bins. Under no circumstances should any waste be stored in the unit.

C. Resident pet owners agree to be responsible for immediately cleaning up any waste, dirt, etc. caused by their pet in the common area, public right of way, and their unit. Resident pet owners shall also be responsible for immediately removing and properly disposing of any pet excreta, feces, urine, etc. Animal excrement shall be placed in a closed plastic bag or other closed or airtight nonporous container.

D. If BHA has to remove any pet waste from the resident pet owner's unit, yard, porch or other area which is for the exclusive use of the resident or from the common areas, a twenty-five dollar ($25) charge will be made per removal. Repeated violations, three in a one-year period, will necessitate the resident pet owner removing the pet permanently from the premises. Failure to comply may result in termination of the resident's Dwelling Lease.

E. THE BHA IS NOT RESPONSIBLE FOR ANY ACTION, INJURIES OR DAMAGES CAUSED BY ANY RESIDENT'S PET. A PET IS THE SOLE RESPONSIBILITY OF THE PET OWNER. BHA ASSUMES NO LIABILITY FOR FAILURE OF THE RESIDENT PET OWNER TO CONTROL THE PET. ANY INJURY OR HARM TO OTHER PERSONS, PETS OR PROPERTY IS THE SOLE RESPONSIBILITY AND LIABILITY OF THE RESIDENT PET OWNER. IT IS RECOMMENDED THAT RESIDENT PET OWNERS PURCHASE LIABILITY INSURANCE FOR THIS PURPOSE.

F. Resident pet owners agree to control the noise of their pet(s) such that it does not constitute a nuisance to any other residents, neighbors or people living in the immediate vicinity of the development or dispersed unit. Failure to control pet noise may result in the permanent removal of the pet from the premises. ANY PET WHICH CAUSES UNPROVOKED BODILY INJURY TO ANY RESIDENT, GUEST, STAFF MEMBER, NEIGHBOR OR ANYONE LAWFULLY ON THE PREMISES SHALL BE IMMEDIATELY AND PERMANENTLY REMOVED FROM THE PREMISES, BY THE PROPER AUTHORITIES WITHOUT PRIOR NOTIFICATION.

G. No dog or cat shall be left unattended in any unit for longer than twelve (12) hours. All other animals shall not be left unattended for more than twenty-four (24) hours.

H. All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for their pets. Pets which appear to be poorly cared for or which are left unattended for longer than limits indicated in G above will be reported to the appropriate authority and removed from the premises at the resident pet owner's expense.

I. The resident pet owner shall submit to the development office the names, addresses and telephone numbers of two responsible parties (not living at the same address) who will care for the pet if the resident pet owner, for any reason, is unable to care for the pet. In the event the person is unable or unwilling to accept responsibilitv, the resident pet owner authorizes the BHA to contact state or local authorities, to enter the unit, remove the pet and place it with such authorities. The BHA will inform the resident pet owner where the pet has been placed. Resident pet owner will have to arrange for return of the pet. BHA will not be responsible for the well-being of the pet or costs incurred, such charges will be paid by the resident pet owner.

J. In the event of the death of a pet, the pet must be disposed of pursuant to local ordinances. Dead Animal Collection for the City of Bridgeport should be contacted at 203-576-7751 Resident pet owner shall not bury the pet on BHA property or dispose of it in any manner inconsistent with local ordinances.

K. In the event of the death of the pet while the resident pet owner is unable to care for the pet, the resident pet owner agrees that BHA shall have discretion to dispose of the pet consistent with state and local guidelines if the responsible parties listed on Exhibit A are unwilling to take responsibility, or if written instructions with respect to such disposal are not provided to the site office in advance by the resident pet owner. Charges for disposal shall be assessed to the resident as damages and will be deducted from the pet deposit.

L. Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets and/or are easily frightened by such pets. The resident, therefore, agrees to exercise common sense and common courtesy with respect to the other resident's right to peaceful and quiet enjoyment of the premises.

If using common laundry facilities, it is recommended that the resident pet owner run an additional wash cycle and clean out all filters before leaving the laundry room.

M. After proper written notification, BHA may require the removal of the pet from the premises on a permanent or temporary basis, in BHA's sole discretion, for the following reasons, by way of illustration not limitation:

a. Excessive pet noise or odor after being advised by BHA.
b. Unruly, intimidating or dangerous behavior.
c. Excessive damage of the resident's dwelling unit and/or development common areas and/or neighbor's property or people living in the immediate vicinity of the property.
d. Repeated problems with the pet or any infestation.
e. Failure of the resident to provide for adequate care of his/her pet.
f. Leaving a pet unattended for more than the allowed time period.
g. Failure of the resident to provide adequate and appropriate vaccination of the pet.
h. Resident's death, serious illness and/or refusal to care for the pet.
i. Failure to properly clean up after the pet.
j. Failure to remove the pet will result in a fine of $25 per day and may result in termination of the resident's Dwelling Lease. After removal of a pet from the premises pursuant to this paragraph, BHA may determine on a case-by-case basis whether the removal of the pet will result in a permanent ban on the pet ownership by the resident.

N. In the event of an emergency, the resident pet owner gives BHA permission to remove the pet or have it removed from the premises immediately for serious problems including, but not limited to, the following:

a. Pet becomes vicious.
b. Pet displays symptoms of serious illness.
c. Pet demonstrates other behavior that constitutes an immediate threat to the health and safety of a resident, guest, staff member, neighbor, other person authorized to be on the premises or people living in the immediate vicinity of the development.

O. With the exception of a service animal that assists a person with disabilities, pets of visitors/guests are strictly prohibited from entering property.

P. "Pet sitting" is not permitted for any pet not already residing within the same development and meeting the requirements of this pet policy, state law, or local laws and ordinances.

2. Birds

A. Birds must be kept caged at all times.
B. Cages must be cleaned not less than twice a week. Waste must be disposed of in sealed trash bags and placed in the trash bin. Litter shall not be flushed down the toilet.

3. Fish

A. The aquarium shall not exceed twenty (20) gallons and shall be placed on appropriately sized stand in a safe location within the unit.
B. Water damage to walls, carpets, flooring or the ceiling of the unit below caused by breakage or spillage of or from the aquarium shall be the responsibility of the resident pet owner who shall be billed for actual repair costs, as required.

4. Other Animals

A. Animals of the rodent family (i.e. hamsters and gerbils) must be kept caged at all times.
B. Cages must be kept clean.
C. Any other issues such as noise, odor and behavior apply the same as for dogs and cats.

H. NOTIFICATION POLICY

In the event that any resident pet owner violates these pet rules and policy, BHA shall provide written notice of such violations as follows:

1. Creation of a Nuisance

   The owner of any pet which creates a nuisance within, on around the development and/or neighborhood or causes excessive noise, odor, unruly or dangerous behavior shall be notified of such nuisance in writing by management and shall be given three (3) days to correct such nuisance. Failure to comply may result in removal of the pet and/or termination of the resident pet owner's Dwelling Lease. If the resident pet owner disagrees, they may request a hearing in accordance with the BHA Grievance Procedure.

2. Dangerous Behavior

   A. BHA shall provide written notification to the resident pet owner of dangerous behavior and the resident pet owner shall have three (3) days to correct the animal's behavior. It is the responsibility of the resident pet owner to correct the violation. Failure to comply will result in the removal of the pet and/or termination of the pet owner's Dwelling Lease. If the resident pet owner disagrees, they may request a hearing in accordance with the BHA's Grievance Procedure.

   B. Any pet which causes unprovoked physical harm to any resident, guest, staff member, neighbor or people living in the immediate vicinity of the development or other authorized person present within, on or around the development shall be immediately removed from the premises by BHA without prior written notice to the resident pet owner of the action and location of the pet.

3. Lease Termination

   Households who fail to comply with the terms of this policy will be subject to lease termination action according to the Authority's Admissions and Continued Occupancy Policy statement (Chapter 7 Section M) and process of legal notices.

I. INSPECTION POLICY

1. BHA is given permission to enter the resident pet owner's unit for the purpose of inspection if the BHA receives a signed written complaint, or if BHA staff feels the behavior or condition of the pet(s) or resident pet owner warrants same. The inspection will be made during reasonable hours, after proper notice has been given to the pet owner (48 hours' notice). In an emergency situation, entry will be made immediately. Notice will be given the resident pet owner at such emergency entry, giving the reason for such entry.

2. Resident pet owner must be available to physically control his/her pet during the times when BHA employees, agents of BHA or others must enter the unit to conduct housekeeping and preventative maintenance inspections, provide services such as routine work orders or such other times identified in the lease.

EXHIBIT A
Pet Information

This document must be completely filled out and a side-view picture of the pet must be attached before submitting to management. Written approval from BHA must be received before the pet is permitted on the premises and/or in the Dwelling Unit.

Name of Owners:_____

Address:_____

Telephone Number (Work):_____ (Home):_____

Pet Description: Name_____ Breed_____

Age_____

When Full-Grown: Weight_____ Markings_____

Height_____

License No._____ Tag Info._____

Flea Collar: Yes_____ No_____
Picture of Pet: Yes_____ No_____

If your pet is a cat, has it been de-clawed? Yes_____ No_____

Is dog/cat neutered/spayed? Yes_____ No_____

Veterinarian's Name:_____

Address:_____

Telephone Number_____

Parties to assume responsibility if you are unable to do so:

(1) Name(s)_____

Address_____

Telephone Number (Work)_____ (Home)_____

(2) Names(s)_____

Address:_____

Telephone Number (Work)_____ (Home)_____

EXHIBIT B
Veterinarian's Certification

Pet Owner's Name:_____

Veterinarian's Name:_____

Address:_____

Telephone Number:_____

Animal's Name:_____ Age_____

Animal's Breed:_____
Weight_____

Is the animal in good health? Yes_____ No_____

Is the animal suitable as a pet? Yes_____ No_____

TREATMENT:	DATE:
Parvovirus	_____
Distemper	_____
Rabies	_____
Heartworm	_____
Spay/Neuter	_____
Other	_____

COMMENTS:_____

_____

_____

_____

_____

_____

_____

_____ _____
Veterinarian's Signature Date

EXHIBIT C
Pet Agreement

This agreement, entered into this_____day of_____,_____ by and between the Housing Authority of the City of Bridgeport (BHA) and_____ (Resident), collectively referred to as "the Parties. " In consideration of their mutual promises the Parties agree as follows:

1. Resident desires and has received permission from BHA to keep the pet named _____and described as _____in the dwelling unit.

2. This Agreement is an Addendum to and part of the Dwelling Lease between BHA and Resident executed on_____ _____. In the event of default by Resident of any of the terms of this Agreement and all succeeding leases, Resident agrees, upon written notice of default from BHA to cure the default within the stated time and/or remove the pet and/or vacate the premises. Resident agrees that BHA may revoke the permission to keep said pet on the premises by giving Resident written notice.

3. Resident agrees to pay BHA a refundable deposit for cats and dogs in the sum of $200, BHA may use this deposit as is reasonably necessary to take care of any damages or cleaning caused by or in connection with said pet. At the termination of this Agreement, any balance shall be refunded within thirty (30) business days to the Resident. Resident agrees to pay BHA for any damages caused by the pet in excess of the security deposit on demand by BHA. Resident also agrees to pay other fees associated with the Pet Policy for damages and non-curbing of pets. The pet deposit must be paid prior to the pet being brought into the unit.

4. Resident agrees to comply with:

   A. The Pet Policy

   B. All other applicable government law and regulations such as but not limited to licensing.

5. Resident represents that the pet is quiet and housebroken, and will not cause any damage to property or annoy other residents.

6. Resident agrees that the pet will not be permitted outside the resident 's unit unless restrained by a leash, cord or chain. Use of the grounds or premises of BHA for sanitary purposes is prohibited except as posted.

7. Resident shall not permit the pet to cause any damage, discomfort, annoyance, nuisance, or in any way to inconvenience or cause complaints from any other resident, staff, or neighbor. Any soiling created by the pet shall be immediately cleaned up by Resident. If management has to remove any waste from any pet, a twenty-five dollar ($25) charge will be made. Repeated violations (three) will necessitate removal of the pet permanently from the premises or failure to comply may result in termination of the dwelling lease.

8. Resident agrees to immediately remedy any emergency situations involving pet, (e.g., attack by pet on staff member, another resident, or a guest) as BHA determines. Resident agrees to remedy any nuisance or dangerous behavior within three (3) days.

9. Resident will be financially responsible for any flea or other insect infestation that affects his/her own or adjacent units as a result of his/her pet.

10. Any pet left unattended for twelve (12) hours or more or whose health is jeopardized by the Resident's neglect, mistreatment, or inability to care for the animal shall be reported to the appropriate authority. Such circumstances

shall be deemed an emergency for the purposes of BHA removing the animal from the premises. BHA accepts no responsibility for any pet so removed.

11. Resident agrees to maintain the pet(s) in a healthy condition and to update the Pet Information Form on an annual basis at the time of re-examination.

12. Resident agrees that BHA is in no way responsible nor liable for any action, injuries, or damages caused by the resident pet owner's pet. Nor is BHA responsible for the safekeeping or well-being of the pet. A pet is the sole responsibility and obligation of the resident pet owner.

13. Resident has read and agrees to comply with the Pet Policies which are herein incorporated by reference and agrees to comply with such rules and regulation as that are adopted from time to time by BHA in the future.

_____	_____
Manager	Resident
_____	_____
	Resident
_____	_____
Date	Date

EXHIBIT D
Affidavit

I have read and understand the Family Housing Pet Policy, Pet Agreement, Pet Information and Veterinarian's Certificate of the Bridgeport Housing Authority and agree to comply fully with their provisions. I understand that failure to comply may constitute reason for removal of my pet. If required by management to remove my pet from the premises, I agree to immediately remove any pet and I understand that my failure to do so may constitute grounds for eviction.

I have read and understand the Connecticut State Statute regarding pet ownership. I agree to comply fully with their provisions. I understand that failure to comply with State regulations may constitute fines and removal of my pet.

_____ _____
Resident Unit Number

_____
Resident

_____
Address

The above-named resident(s) has read and signed the rules in my presence.

BRIDGEPORT HOUSING AUTHORITY

_____
Site Manager

_____
Date

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

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

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U S.C. 1437c(h))? (If no, skip to component 17.)
2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☒ Yes ☐ No: Were there any findings as the result of that audit?
4. ☒ Yes ☐ No: If there were any findings, do any remain unresolved?
   If yes, how many unresolved findings remain? 8
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)
Physical Needs Assessment
Energy Audit

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
☐ 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:

Ensure that no units will be lost, as part of the Authority's entire inventory, during the final rehabilitation/redevelopment of Marina Village
Working with City to identify replacement housing sites both for Father Panik and Pequonnock
Replacement requirements
Improving security systems in certain locations
Developing and implementing resident activities focused on youth programming
Various Capital Expenditures such as canopy, elevators, kitchen upgrades, and bathroom upgrades

☐ 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
☐ Any adult recipient of PHA assistance could nominate candidates
☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
☒ Other: (describe)

The Mayor of Bridgeport appointed Kathleen Vila of Marina Village, as Resident Commissioner effective December 31, 2003 to December 31, 2005.

b. Eligible candidates: (select one)

☐ Any recipient of PHA assistance
☒ Any head of household receiving PHA assistance
☐ Any adult recipient of PHA assistance
☐ Any adult member of a resident or assisted family organization
☐ Other (list)

c. Eligible voters: (select all that apply)
☐ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
☐ Representatives of all PHA resident and assisted family organizations
☒ Other (list)

The Mayor of Bridgeport appointed Kathleen Vila, as a Resident Commissioner effective December 31, 2003 to December 31, 2005

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: (provide name here)

City of Bridgeport

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)
☒ Other: (list below)
The Authority is participating with the City's Asset Control Area Program

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

D. Other Information Required by HUD

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

The Housing Authority is complying with HUD's default definition of substantial deviation or significant amendment to the Annual Plan; which is as follows:

- Changes to rent or admissions policies or organization of the wait list
- Additions to non-emergency work items or change in the use of replacement reserve funds under the Capital Fund
- Any change with regard to demolition, designation, homeownership programs or conversion activities

Attachments

Use this section to provide any additional attachments referenced in the Plan

Capital Fund Program P & E Statements attached as CT001-C02
Replacement Housing Factor Fund P & E Statements attached as CT001-D02
Attendance sheets and Resident Comments are attached as CT001-E02

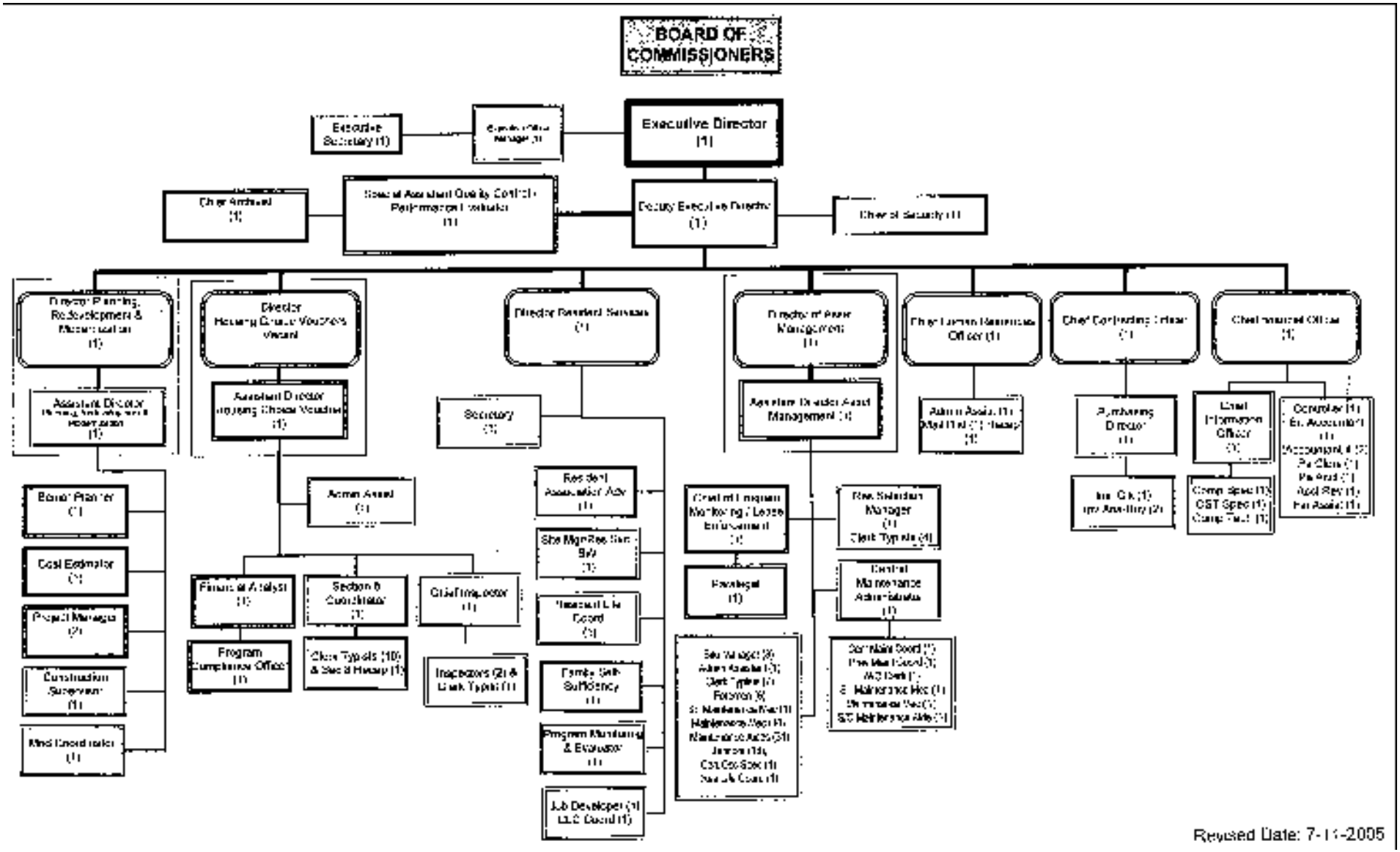
November 4, 2005
Pembroke Green I
Project Based Section 8 Participants
Owners & Tenants
Under the terms of the sale agreement with the current owners of the properties, property owners were required to occupy the rental unit through Project Based Vouchers.

Tenant's Name & Address	**Owner's Name & Address**
Yanira Diaz 181 Hamilton Street Bridgeport, CT 06608	Angel Bernard 177 Hamilton Street Bridgeport, CT 06608
Teria Fleming 674 Pembroke Street Bridgeport, CT 06608	Vera Maximin 668 Pembroke Street Bridgeport, CT 06608
Yolanda Jones 195 Hamilton Street Bridgeport, CT 06608	Ivy Hall 191 Hamilton Street Bridgeport, CT 06608
Nancy Martinez 720 Pembroke Street Bridgeport, CT 06608	Jorge F. Velazquez 716 Pembroke Street Bridgeport, CT 06608
Luz Neco 696 Pembroke Street Bridgeport, CT 06608	Juana Sasso 700 Pembroke Street Bridgeport, CT 06608
Gayzella Pettway 60 Martin Luther King Dr. Bridgeport, CT 06608	Christina Black 56 Martin Luther King Dr. Bridgeport, CT 06608
Vacant	Norma Osuna 221 Hamilton Street Bridgeport, CT 06608
Tomeka Williams 167 Hamilton Street Bridgeport, CT 06608	Barbara McDonald 163 Hamilton Street Bridgeport, CT 06608

Clinton Avenue Project Based Units
The Central Connecticut Coast YMCA
651 State Street
Bridgeport, CT 06604

Name	Address
1. Jose Agosto	85 Clinton Avenue

2.	Yolanda Betancourt	71 Clinton Avenue
3.	Melody Brown	105 Clinton Avenue, 3rd fl
4.	Edna Carroll	105 Clinton Avenue,1st fl
5.	Miladys Dominguez	101 Clinton Avenue, 1st fl
6.	Carmen Reyes	105 Clinton Avenue, 1st fl
7.	Elia Roman	75 Clinton Avenue
8.	Reyna Valentin	101 Clinton Avenue, 2nd fl


BOARD OF COMMISSIONERS
Executive Director (1)
Executive Secretary (1)
Chief Auditor (1)
Deputy Executive Director (1)
Chief of Security (1)
Director Planning, Redevelopment & Modernization (1)
Assistant Director (1)
Bond Planner (1)
Cost Estimator (1)
Project Manager (2)
Construction Supervisor (1)
Mod Coordinator (1)
Director Housing Choice Vouchers Vacant
Assistant Director Housing Choice Vouchers (1)
Admin Asst (1)
Financial Analyst (1)
Program Compliance Officer (1)
Section 8 Coordinator (1)
Clerk Typists (10) & Sec 8 Hearing (1)
Crime Inspector (1)
Inspectors (2) & Clerk Typist (1)
Director Resident Services (1)
Secretary (1)
Resident Association Adv (1)
Site Mgr Res Serv SW (1)
Resident Life Coord (3)
Family Self Sufficiency (1)
Program Monitoring & Evaluator (1)
Job Developer (1) LLC Coord (1)
Director of Asset Management (1)
Assistant Director Asset Management (1)
Chief of Program Monitoring / Lease Enforcement (1)
Paralegal (1)
Site Manager (3)
Admin Assistant (1)
Clerk Typist (1)
Foreman (3)
Sr. Maintenance Man (1)
Maintenance Man (1)
Maintenance Aide (31)
Janitor (16)
Crit Cos Spec (1)
Sec Lib Coord (1)
Res Relocation Manager (1)
Clerk Typists (4)
Central Maintenance Administrator (1)
Sr Main Coord (1)
Pre Main Coord (3)
WO Clerk (1)
Maintenance Man (1)
ST Maintenance Aide (1)
Chief Financial Officer (1)
Admin Asst. (1)
Mail Clerk (1)
Chief Contracting Officer (1)
Purchasing Director (1)
Inv. Clk (1)
Inv Auxiliary (2)
Chief Information Officer (1)
Comp Spec (1)
OST Spec (1)
Comp Tech (1)
Controller (1)
Sr. Accountant (1)
Accountant (4)
Pa Clerk (1)
Pa Asst (1)
Acct Rec (1)
Pay Asst (1)
Revised Date: 7-11-2005

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, *Nancy Hadley* the *Director of OPED* certify that the Five Year and Annual PHA Plan of the *Bridgeport Housing Authority* is consistent with the Consolidated Plan of *City of Bridgeport* prepared pursuant to 24 CFR Part 91.

Nancy L Hadley

Signed / Dated by Appropriate State or Local Official

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the *Standard Annual, Standard 5-Year/Annual, and Streamlined 5-Year/Annual* PHA Plans

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the x Standard Annual, x Standard 5-Year/Annual or Streamlined 5-Year/Annual PHA Plan for the PHA fiscal year beginning ___, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address these impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
7. For PHA Plan that includes a policy for site based waiting lists:
- The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
- Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
- The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
- The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Lower Very Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
12. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.

Housing Authority of the ~~City of~~ Bridgeport
PHA Name

CT001
PHA Number/HA Code

x Standard PHA Plan for Fiscal Year: 2005
x Standard Five-Year PHA Plan for Fiscal Years 2005 - 2010, including Annual Plan for FY 2005

___ Streamlined Five-Year PHA Plan for Fiscal Years 20__ - 20__, including Annual Plan for FY 20__

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Rosa J. Correa	Chairperson
Signature X Rosa Correa	Date 7/13/05

form HUD-50077 (04/30/2003)

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Housing Authority of the City of Bridgeport

Program/Activity Receiving Federal Grant Funding

Capital Fund Program

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official: Nicholas Calace

Title: Executive Director

Signature:

Date (mm/dd/yyyy): July 15, 2005

Previous edition is obsolete

form HUD 50071 (3/98)
ref Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Housing Authority of the City of Bridgeport

Program/Activity Receiving Federal Grant Funding

Capital Fund Program

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an on-going drug-free awareness program to inform employees —

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs, and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will —

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted —

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above. Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

See attached

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official: Nicholas Salerno

Title: Executive Director

Signature: X

Date: July 15, 2005

form HUD-50070 (3/98)
ref Handbooks 7417.1, 7475.13, 7485.1 & 3

Dev. #	#	Address	Apt #	City	State	Zip
CT001018	855	NORMAN STREET	001	Bpt	CT	06605
CT001018	855	NORMAN STREET	002	Bpt	CT	06605
CT001018	855	NORMAN STREET	003	Bpt	CT	06605
CT001018	855	NORMAN STREET	004	Bpt	CT	06605
CT001018	855	NORMAN STREET	005	Bpt	CT	06605
CT001018	855	NORMAN STREET	006	Bpt	CT	06605
CT001018	855	NORMAN STREET	007	Bpt	CT	06605
CT001018	855	NORMAN STREET	008	Bpt	CT	06605
CT001018	855	NORMAN STREET	009	Bpt	CT	06605
CT001018	855	NORMAN STREET	010	Bpt	CT	06605
CT001018	855	NORMAN STREET	011	Bpt	CT	06605
CT001018	855	NORMAN STREET	012	Bpt	CT	06605
CT001018	855	NORMAN STREET	013	Bpt	CT	06605
CT001018	855	NORMAN STREET	014	Bpt	CT	06605
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CT001018	855	NORMAN STREET	021	Bpt	CT	06605
CT001018	855	NORMAN STREET	022	Bpt	CT	06605
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CT001022	1260	BOSTON AVENUE	106	Bpt	CT	06610
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CT001022	1260	BOSTON AVENUE	311	Bpt	CT	06610
CT001023	557	ATLANTIC STREET	101	Bpt	CT	06604
CT001023	557	ATLANTIC STREET	102	Bpt	CT	06604
CT001023	557	ATLANTIC STREET	103	Bpt	CT	06604
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CT001025	200	BOND STREET		Bpt	CT	06610
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CT001025	200	BOND STREET		Bpt	CT	06610
CT001025	200	BOND STREET		Bpt	CT	06610
CT001025	235	PEQUONNOCK STREET	1	Bpt	CT	06604
CT001025	235	PEQUONNOCK STREET	2	Bpt	CT	06604
CT001025	235	PEQUONNOCK STREET	3	Bpt	CT	06604
CT001025	235	PEQUONNOCK STREET	4	Bpt	CT	06604
CT001025	235	PEQUONNOCK STREET	5	Bpt	CT	06604
CT001025	235	PEQUONNOCK STREET	6	Bpt	CT	06604
CT001025	235	PEQUONNOCK STREET	7	Bpt	CT	06604
CT001025	235	PEQUONNOCK STREET	8	Bpt	CT	06604
CT001025	235	PEQUONNOCK STREET	9	Bpt	CT	06604
CT001025	235	PEQUONNOCK STREET	10	Bpt	CT	06604
CT001026	1150	PEMBROKE STREET	001	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	002	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	003	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	004	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	005	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	006	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	007	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	008	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	010	Bpt	CT	06608

CT001026	1150	PEMBROKE STREET	011	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	012	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	013	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	014	Bpt	CT	06608
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CT001026	1150	PEMBROKE STREET	016	Bpt	CT	06608
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CT001026	1150	PEMBROKE STREET	018	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	019	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	020	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	021	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	022	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	023	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	024	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	025	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	026	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	027	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	028	Bpt	CT	06608
CT001026	1150	PEMBROKE STREET	029	Bpt	CT	06608
CT001027	51	BELMONT AVENUE		Bpt	CT	06605
CT001027	53	BELMONT AVENUE		Bpt	CT	06605
CT001027	23	CAROLINE STREET		Bpt	CT	06608
CT001027	27	CAROLINE STREET		Bpt	CT	06608
CT001027	31	CAROLINE STREET		Bpt	CT	06608
CT001027	39	CAROLINE STREET		Bpt	CT	06608
CT001027	41	CAROLINE STREET		Bpt	CT	06608
CT001027	43	CAROLINE STREET		Bpt	CT	06608
CT001027	45	CAROLINE STREET		Bpt	CT	06608
CT001027	32	CAROLINE STREET		Bpt	CT	66608
CT001027	34	CAROLINE STREET		Bpt	CT	06608
CT001027	36	CAROLINE STREET		Bpt	CT	06608
CT001027	46	CAROLINE STREET		Bpt	CT	06608
CT001027	48	CAROLINE STREET		Bpt	CT	06608
CT001027	50	CAROLINE STREET		Bpt	CT	06608
CT001027	240	CEDAR STREET		Bpt	CT	06608
CT001027	244	CEDAR STREET		Bpt	CT	06608
CT001027	248	CEDAR STREET		Bpt	CT	06608
CT001027	252	CEDAR STREET		Bpt	CT	06608
CT001027	256	CEDAR STREET		Bpt	CT	06608
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CT001027	272	CEDAR STREET		Bpt	CT	06608
CT001027	50	CEDAR STREET		Bpt	CT	06608
CT001027	68	CEDAR STREET		Bpt	CT	06608
CT001027	70	CEDAR STREET		Bpt	CT	06608
CT001027	72	CEDAR STREET		Bpt	CT	06608
CT001027	74	CEDAR STREET		Bpt	CT	06608
CT001027	76	CEDAR STREET		Bpt	CT	06608
CT001027	78	CEDAR STREET		Bpt	CT	06608
CT001027	80	CEDAR STREET		Bpt	CT	06608

CT001027	82	CEDAR STREET		Bpt	CT	06608
CT001027	84	CEDAR STREET		Bpt	CT	06608
CT001027	86	CEDAR STREET		Bpt	CT	06608
CT001027	255	NICHOLS STREET		Bpt	CT	06608
CT001027	259	NICHOLS STREET		Bpt	CT	06608
CT001027	263	NICHOLS STREET		Bpt	CT	06608
CT001027	267	NICHOLS STREET		Bpt	CT	06608
CT001027	273	NICHOLS STREET		Bpt	CT	06608
CT001027	275	NICHOLS STREET		Bpt	CT	06608
CT001027	277	NICHOLS STREET		Bpt	CT	06608
CT001027	279	NICHOLS STREET		Bpt	CT	06608
CT001027	281	NICHOLS STREET		Bpt	CT	06608
CT001027	289	NICHOLS STREET		Bpt	CT	06608
CT001027	291	NICHOLS STREET		Bpt	CT	06608
CT001027	293	NICHOLS STREET		Bpt	CT	06608
CT001027	205	WATERVIEW AVENUE		Bpt	CT	06608
CT001027	207	WATERVIEW AVENUE		Bpt	CT	06608
CT001027	209	WATERVIEW AVENUE		Bpt	CT	06608
CT001027	211	WATERVIEW AVENUE		Bpt	CT	06608
CT001027	213	WATERVIEW AVENUE		Bpt	CT	06608
CT001028	2	CALHOUN AVENUE		Bpt	CT	06604
CT001028	6	CALHOUN AVENUE		Bpt	CT	06604
CT001028	66	CARLETON AVENUE		Bpt	CT	06604
CT001028	68	CARLETON AVENUE		Bpt	CT	06604
CT001028	44	KINGSBURY ROAD		Bpt	CT	06610
CT001028	46	KINGSBURY ROAD		Bpt	CT	06610
CT001028	128	SCOFIELD AVENUE		Bpt	CT	06605
CT001028	130	SCOFIELD AVENUE		Bpt	CT	06605
CT001028	138	SCOFIELD AVENUE		Bpt	CT	06605
CT001028	140	SCOFIELD AVENUE		Bpt	CT	06605
CT001029	69	VELVET STREET		Bpt	CT	06610
CT001029	71	VELVET STREET		Bpt	CT	06610
CT001029	73	VELVET STREET		Bpt	CT	06610
CT001029	75	VELVET STREET		Bpt	CT	06610
CT001029	77	VELVET STREET		Bpt	CT	06610
CT001029	79	VELVET STREET		Bpt	CT	06610
CT001029	81	VELVET STREET		Bpt	CT	06610
CT001029	83	VELVET STREET		Bpt	CT	06610
CT001029	85	VELVET STREET		Bpt	CT	06610
CT001029	87	VELVET STREET		Bpt	CT	06610
CT001029	89	VELVET STREET		Bpt	CT	06610
CT001029	91	VELVET STREET		Bpt	CT	06610
CT001029	99	VELVET STREET		Bpt	CT	06610
CT001029	101	VELVET STREET		Bpt	CT	06610
CT001029	103	VELVET STREET		Bpt	CT	06610
CT001029	111	VELVET STREET		Bpt	CT	06610
CT001029	113	VELVET STREET		Bpt	CT	06610
CT001029	115	VELVET STREET		Bpt	CT	06610
CT001029	107	VELVET STREET		Bpt	CT	06610
CT001029	109	VELVET STREET		Bpt	CT	06610
CT001030	396	CLARK STREET		Bpt	CT	06606

CT001030	135	HOUSTON AVENUE		Bpt	CT	06606
CT001030	1442	IRANISTAN AVENUE		Bpt	CT	06605
CT001030	1444	IRANISTAN AVENUE		Bpt	CT	06605
CT001030	566	N RIDGEFIELD AVENUE		Bpt	CT	06610
CT001031	52	HARRAL AVENUE		Bpt	CT	06604
CT001031	54	HARRAL AVENUE		Bpt	CT	06604
CT001031	58	HARRAL AVENUE		Bpt	CT	06604
CT001031	60	HARRAL AVENUE		Bpt	CT	06604
CT001031	102	WILLISTON STREET		Bpt	CT	06607
CT001031	104	WILLISTON STREET		Bpt	CT	06607
CT001031	108	WILLISTON STREET		Bpt	CT	06607
CT001031	110	WILLISTON STREET		Bpt	CT	06607
CT001031	114	WILLISTON STREET		Bpt	CT	06607
CT001031	116	WILLISTON STREET		Bpt	CT	06607
CT001032	258	EAGLE STREET		Bpt	CT	06607
CT001032	260	EAGLE STREET		Bpt	CT	06607
CT001032	262	EAGLE STREET		Bpt	CT	06607
CT001032	309	HOLLISTER AVENUE		Bpt	CT	06607
CT001032	311	HOLLISTER AVENUE		Bpt	CT	06607
CT001032	313	HOLLISTER AVENUE		Bpt	CT	06607
CT001032	272	NEWFIELD AVENUE		Bpt	CT	06607
CT001032	278	NEWFIELD AVENUE		Bpt	CT	06607
CT001032	530	NEWFIELD AVENUE		Bpt	CT	06607
CT001032	534	NEWFIELD AVENUE		Bpt	CT	06607
CT001033	192	ALEXANDER AVENUE		Bpt	CT	06606
CT001033	194	ALEXANDER AVENUE		Bpt	CT	06606
CT001033	84	CHARLES STREET		Bpt	CT	06606
CT001033	86	CHARLES STREET		Bpt	CT	06606
CT001033	315	EZRA STREET		Bpt	CT	06606
CT001033	317	EZRA STREET		Bpt	CT	06606
CT001033	21	GARDEN DRIVE		Bpt	CT	06606
CT001033	23	GARDEN DRIVE		Bpt	CT	06606
CT001033	54	GARDEN DRIVE		Bpt	CT	06606
CT001033	56	GARDEN DRIVE		Bpt	CT	06606
CT001033	91	HARBOR AVENUE		Bpt	CT	06605
CT001033	93	HARBOR AVENUE		Bpt	CT	06605
CT001033	488	HAWLEY AVENUE		Bpt	CT	06606
CT001033	490	HAWLEY AVENUE		Bpt	CT	06606
CT001033	715	LINDLEY STREET		Bpt	CT	06606
CT001033	717	LINDLEY STREET		Bpt	CT	06606
CT001033	241	SALEM STREET		Bpt	CT	06606
CT001033	243	SALEM STREET		Bpt	CT	06606
CT001033	300	SALEM STREET		Bpt	CT	06606
CT001033	302	SALEM STREET		Bpt	CT	06606
CT001034	370	PRISCILLA STREET		Bpt	CT	06610
CT001034	376	PRISCILLA STREET		Bpt	CT	06610
CT001034	30	SALEM STREET		Bpt	CT	06606
CT001034	34	SALEM STREET		Bpt	CT	06606
CT001034	40	SALEM STREET		Bpt	CT	06606
CT001034	44	SALEM STREET		Bpt	CT	06606
CT001035	45	SHERIDAN STREET	A	Bpt	CT	06610

CT001035	45	SHERIDAN STREET	B	Bpt	CT	06610
CT001035	45	SHERIDAN STREET	C	Bpt	CT	06610
CT001035	45	SHERIDAN STREET	D	Bpt	CT	06610
CT001035	45	SHERIDAN STREET	E	Bpt	CT	06610
CT001035	45	SHERIDAN STREET	F	Bpt	CT	06610
CT001035	55	SHERIDAN STREET	A	Bpt	CT	06610
CT001035	55	SHERIDAN STREET	B	Bpt	CT	06610
CT001035	55	SHERIDAN STREET	C	Bpt	CT	06610
CT001035	55	SHERIDAN STREET	D	Bpt	CT	06610
CT001036	23	MARTIN LUTHER KING DRIVE		Bpt	CT	06608
CT001036	37	MARTIN LUTHER KING DRIVE		Bpt	CT	06608
CT001036	9	MARTIN LUTHER KING DRIVE		Bpt	CT	06608
CT001036	762	PEMBROKE STREET		Bpt	CT	06608
CT001036	774	PEMBROKE STREET		Bpt	CT	06608
CT001036	786	PEMBROKE STREET		Bpt	CT	06608
CT001036	800	PEMBROKE STREET		Bpt	CT	06608
CT001036	802	PEMBROKE STREET		Bpt	CT	06608
CT001036	826	PEMBROKE STREET		Bpt	CT	06608
CT001036	838	PEMBROKE STREET		Bpt	CT	06608
CT001037	1441	PARK AVENUE		Bpt	CT	06604
CT001037	1443	PARK AVENUE		Bpt	CT	06604
CT001037	1445	PARK AVENUE		Bpt	CT	06604
CT001037	1447	PARK AVENUE		Bpt	CT	06604
CT001037	1449	PARK AVENUE		Bpt	CT	06604
CT001037	1451	PARK AVENUE		Bpt	CT	06604
CT001037	1453	PARK AVENUE		Bpt	CT	06604
CT001037	1455	PARK AVENUE		Bpt	CT	06604
CT001037	1457	PARK AVENUE		Bpt	CT	06604
CT001037	1459	PARK AVENUE		Bpt	CT	06604
CT001038	408	POPLAR STREET	101	Bpt	CT	06605
CT001038	408	POPLAR STREET	102	Bpt	CT	06605
CT001038	408	POPLAR STREET	103	Bpt	CT	06605
CT001038	408	POPLAR STREET	104	Bpt	CT	06605
CT001038	408	POPLAR STREET	105	Bpt	CT	06605
CT001038	408	POPLAR STREET	106	Bpt	CT	06605
CT001038	408	POPLAR STREET	201	Bpt	CT	06605
CT001038	408	POPLAR STREET	202	Bpt	CT	06605
CT001038	408	POPLAR STREET	203	Bpt	CT	06605
CT001038	408	POPLAR STREET	204	Bpt	CT	06605
CT001038	408	POPLAR STREET	205	Bpt	CT	06605
CT001038	408	POPLAR STREET	206	Bpt	CT	06605
CT001038	408	POPLAR STREET	301	Bpt	CT	06605
CT001038	408	POPLAR STREET	302	Bpt	CT	06605
CT001038	408	POPLAR STREET	303	Bpt	CT	06605
CT001038	408	POPLAR STREET	304	Bpt	CT	06605
CT001038	408	POPLAR STREET	305	Bpt	CT	06605
CT001038	408	POPLAR STREET	306	Bpt	CT	06605
CT001039	327	ALBA AVENUE		Bpt	CT	06606
CT001039	85	CONCORD STREET		Bpt	CT	06610
CT001039	87	CONCORD STREET		Bpt	CT	06610
CT001039	365	WOODSIDE AVENUE		Bpt	CT	06606

CT001039	367	WOODSIDE AVENUE		Bpt	CT	06606
CT001041	5	ELMWOOD AVENUE		Bpt	CT	06605
CT001041	7	ELMWOOD AVENUE		Bpt	CT	06605
CT001041	235	GROVE STREET		Bpt	CT	06605
CT001041	237	GROVE STREET		Bpt	CT	06605
CT001041	1432	IRANISTAN AVENUE		Bpt	CT	06604
CT001041	1434	IRANISTAN AVENUE		Bpt	CT	06604
CT001041	1335	KOSSUTH STREET		Bpt	CT	06608
CT001041	1337	KOSSUTH STREET		Bpt	CT	06608
CT001041	65	SEDGEWICK STREET		Bpt	CT	06604
CT001041	67	SEDGEWICK STREET		Bpt	CT	06604
CT001041	75	SEDGEWICK STREET		Bpt	CT	06604
CT001041	77	SEDGEWICK STREET		Bpt	CT	06604
CT001041	102	WEST LIBERTY STREET		Bpt	CT	06604
CT001041	104	WEST LIBERTY STREET		Bpt	CT	06604
CT001041	89	WEST LIBERTY STREET		Bpt	CT	06604
CT001041	91	WEST LIBERTY STREET		Bpt	CT	06604
CT001041	93	WEST LIBERTY STREET		Bpt	CT	06604
CT001041	95	WEST LIBERTY STREET		Bpt	CT	06604
CT001041	380	WOOD AVENUE		Bpt	CT	06605
CT001041	382	WOOD AVENUE		Bpt	CT	06605
CT001043	134	CATHERINE STREET	A 1st floor	Bpt	CT	06604
CT001043	134	CATHERINE STREET	B 2nd floor	Bpt	CT	06604
CT001043	134	CATHERINE STREET	C 3rd floor	Bpt	CT	06604
CT001043	138	CATHERINE STREET	A 1st floor	Bpt	CT	06604
CT001043	138	CATHERINE STREET	B 2nd floor	Bpt	CT	06604
CT001043	138	CATHERINE STREET	C 3rd floor	Bpt	CT	06604
CT001043	146	CATHERINE STREET	A 1st floor	Bpt	CT	06604
CT001043	146	CATHERINE STREET	B 2nd floor	Bpt	CT	06604
CT001043	146	CATHERINE STREET	C 3rd floor	Bpt	CT	06604
CT001043	151	CATHERINE STREET	A 1st floor	Bpt	CT	06604
CT001043	151	CATHERINE STREET	B 2nd floor	Bpt	CT	06604
CT001043	157	CATHERINE STREET	A 1st floor	Bpt	CT	06604
CT001043	157	CATHERINE STREET	B 2nd floor	Bpt	CT	06604
CT001043	173	CATHERINE STREET	1st floor	Bpt	CT	06604
CT001043	175	CATHERINE STREET	A 2nd floor	Bpt	CT	06604
CT001043	175	CATHERINE STREET	B 3rd floor	Bpt	CT	06604
CT001043	163	CATHERINE STREET		Bpt	CT	06604
CT001043	167	CATHERINE STREET	A 2nd floor	Bpt	CT	06604

CT001043	167	CATHERINE STREET	B 3rd floor	Bpt	CT	06604
CT001043	121	CENTER STREET		Bpt	CT	06604
CT001043	123	CENTER STREET		Bpt	CT	06604
CT001043	251	HARRAL AVENUE		Bpt	CT	06604
CT001043	253	HARRAL AVENUE		Bpt	CT	06604
CT001043	255	HARRAL AVENUE		Bpt	CT	06604
CT001043	257	HARRAL AVENUE		Bpt	CT	06604
CT001043	71	HIGHLAND AVENUE		Bpt	CT	06604
CT001043	75	HIGHLAND AVENUE		Bpt	CT	06604
CT001047	107	COWLES STREET		Bpt	CT	06607
CT001047	109	COWLES STREET		Bpt	CT	06607
CT001047	11	COWLES STREET		Bpt	CT	06607
CT001047	27	COWLES STREET		Bpt	CT	06607
CT001047	29	COWLES STREET		Bpt	CT	06607
CT001047	31	COWLES STREET		Bpt	CT	06607
CT001047	33	COWLES STREET		Bpt	CT	06607
CT001047	35	COWLES STREET		Bpt	CT	06607
CT001047	74	HEWITT STREET		Bpt	CT	06607
CT001047	76	HEWITT STREET		Bpt	CT	06607
CT001047	78	HEWITT STREET		Bpt	CT	06607
CT001047	82	HEWITT STREET		Bpt	CT	06607
CT001047	84	HEWITT STREET		Bpt	CT	06607
CT001047	86	HEWITT STREET		Bpt	CT	06607
CT001047	92	HEWITT STREET		Bpt	CT	06607
CT001047	94	HEWITT STREET		Bpt	CT	06607
CT001049	376	E WASHINGTON AVENUE	C21	Bpt	CT	06608
CT001049	376	E WASHINGTON AVENUE	C22	Bpt	CT	06608
CT001049	376	E WASHINGTON AVENUE	C23	Bpt	CT	06608
CT001049	376	E WASHINGTON AVENUE	C24	Bpt	CT	06608
CT001049	376	E WASHINGTON AVENUE	C25	Bpt	CT	06608
CT001049	376	E WASHINGTON AVENUE	C26	Bpt	CT	06608
CT001049	376	E WASHINGTON AVENUE	C27	Bpt	CT	06608
CT001049	376	E WASHINGTON AVENUE	C28	Bpt	CT	06608
CT001050	131	CENTER STREET		Bpt	CT	06604
CT001050	133	CENTER STREET		Bpt	CT	06604
CT001050	142	DEKALB AVENUE		Bpt	CT	06607
CT001050	1368	IRANISTAN AVENUE		Bpt	CT	06605
CT001050	1370	IRANISTAN AVENUE		Bpt	CT	06605
CT001050	1119	IRANISTAN AVENUE		Bpt	CT	06605
CT001050	1121-A	IRANISTAN AVENUE		Bpt	CT	06605
CT001050	1121-B	IRANISTAN AVENUE		Bpt	CT	06605
CT001050	1347	KOSSUTH STREET		Bpt	CT	06608
CT001050	1349	KOSSUTH STREET		Bpt	CT	06608
CT001050	144	MADISON AVENUE		Bpt	CT	06604
CT001050	150	MADISON AVENUE		Bpt	CT	06604
CT001050	156	MADISON AVENUE		Bpt	CT	06604
CT001050	162	MADISON AVENUE		Bpt	CT	06604
CT001050	218	NORTH BISHOP AVENUE		Bpt	CT	06610
CT001050	222	NORTH BISHOP AVENUE		Bpt	CT	06610
CT001050	1116-1	OGDEN STREET EXT		Bpt	CT	06610
CT001050	1116-2	OGDEN STREET EXT		Bpt	CT	06610

CT001050	181	PIXLEE PLACE		Bpt	CT	06610
CT001050	581	SOUNDVIEW AVENUE		Bpt	CT	06606
CT001050	554	STILLMAN STREET	A	Bpt	CT	06608
CT001050	554	STILLMAN STREET	B	Bpt	CT	06608
CT001051	552	EAST MAIN STREET		Bpt	CT	06608
CT001051	554	EAST MAIN STREET		Bpt	CT	06608
CT001051	532	EAST MAIN STREET		Bpt	CT	06608
CT001051	564	EAST MAIN STREET		Bpt	CT	06608
CT001051	537	GRANT STREET		Bpt	CT	06610
CT001051	539	GRANT STREET		Bpt	CT	06610
CT001051	529	GRANT STREET		Bpt	CT	06610
CT001051	531	GRANT STREET		Bpt	CT	06610
CT001051	75	PRINCE STREET		Bpt	CT	06610
CT001051	77	PRINCE STREET		Bpt	CT	06610
CT001051	55	PRINCE STREET		Bpt	CT	06610
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CT001051	63	PRINCE STREET		Bpt	CT	06610
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CT001051	20	STEUBEN STREET		Bpt	CT	06608
CT001051	22	STEUBEN STREET		Bpt	CT	06608
CT001051	30	STEUBEN STREET		Bpt	CT	06608
CT001051	32	STEUBEN STREET		Bpt	CT	06608
CT001051	98	SUMMERFIELD AVENUE		Bpt	CT	06610
CT001051	100	SUMMERFIELD AVENUE		Bpt	CT	06610
CT001053	197	BEARDSLEY STREET		Bpt	CT	06607
CT001053	199	BEARDSLEY STREET		Bpt	CT	06607
CT001053	227	BERSHIRE AVENUE		Bpt	CT	06608
CT001053	428	CONNECTICUT AVENUE		Bpt	CT	06607
CT001053	430	CONNECTICUT AVENUE		Bpt	CT	06607
CT001053	195	DEACON STREET		Bpt	CT	06607
CT001053	197	DEACON STREET		Bpt	CT	06607
CT001053	7	FAIRVIEW AVENUE EXT		Bpt	CT	06606
CT001053	15	FAIRVIEW AVENUE EXT		Bpt	CT	06606
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CT001053	649	HALLETT STREET		Bpt	CT	06608
CT001053	49	HALLETT STREET		Bpt	CT	06608
CT001053	185	HALLETT STREET		Bpt	CT	06608
CT001053	199	HALLETT STREET		Bpt	CT	06608
CT001053	209	HALLETT STREET		Bpt	CT	06608
CT001053	221	HALLETT STREET		Bpt	CT	06608
CT001053	235	HALLETT STREET		Bpt	CT	06608
CT001053	249	HALLETT STREET		Bpt	CT	06608
CT001053	261	HALLETT STREET		Bpt	CT	06608
CT001053	650	HARRAL AVENUE		Bpt	CT	06604
CT001053	656	HARRAL AVENUE		Bpt	CT	06604
CT001053	99	HARVEY STREET		Bpt	CT	06610
CT001053	156	HAZELWOOD AVENUE		Bpt	CT	06604
CT001053	158	HAZELWOOD AVENUE		Bpt	CT	06604
CT001053	228	HORACE STREET		Bpt	CT	06604
CT001053	238	HORACE STREET		B pt	CT	06604
CT001053	248	HORACE STREET		Bpt	CT	06604

CT001053	217	LAUREL AVENUE		Bpt	CT	06604
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CT001053	91	LORRAINE STREET		Bpt	CT	06610
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CT001053	130	PARROT AVENUE		Bpt	CT	06606
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CT001053	74	SEELEY STREET	1st floor L	Bpt	CT	06604
CT001053	74	SEELEY STREET	2nd floor L	Bpt	CT	06604
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CT001053	88	SEELEY STREET		Bpt	CT	06604
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CT001053a	318	FIFTH STREET		Bpt	CT	06610
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CT001053d	1810-1812	STRATFORD AVENUE	2A	Bpt	CT	06607

CT001053d	1810-1812	STRATFORD AVENUE	2B	Bpt	CT	06607
CT001053d	1810-1812	STRATFORD AVENUE	2C	Bpt	CT	06607
CT001053d	1810-1812	STRATFORD AVENUE	2D	Bpt	CT	06607
CT001053d	1810-1812	STRATFORD AVENUE	2E	Bpt	CT	06607
CT001053d	1810-1812	STRATFORD AVENUE	2F	Bpt	CT	06607
CT001053d	1810-1812	STRATFORD AVENUE	2G	Bpt	CT	06607
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CT001053d	1810-1812	STRATFORD AVENUE	3C	Bpt	CT	06607
CT001053d	1810-1812	STRATFORD AVENUE	3D	Bpt	CT	06607
CT001053d	1810-1812	STRATFORD AVENUE	3E	Bpt	CT	06607
CT001053d	1810-1812	STRATFORD AVENUE	3F	Bpt	CT	06607
CT001053d	1810-1812	STRATFORD AVENUE	3G	Bpt	CT	06607
CT001053d	1810-1812	STRATFORD AVENUE	3H	Bpt	CT	06607
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	434	MAPLEWOOD AVENUE				06604
	59	MARTIN LUTHER KING DRIVE		Bpt	CT	06608
	61	MARTIN LUTHER KING DRIVE				06608
	75	MARTIN LUTHER KING DRIVE				06608
CT001002A		Marina Village 733 South Avenue		Bpt	CT	06604
CT001005		PT Barnum Apartments 96 Bird Street		Bpt	CT	06605
CT001006		Charles Greene Homes 150 Highland Ave		Bpt	CT	06604
CT001007, 008, 010		Fireside Apartments 75 Stewart St		Bpt	CT	06610
CT001009		Harborview Towers 367 E. Washington		Bpt	CT	06608
CT0010044, 045		Trumbull Gardens 505 Trumbull Avenue		Bpt	CT	06606

HUD-9011

(11-68)

CERTIFICATE

I, Nicholas A. Calace, the duly appointed, qualified and Secretary of the Housing Authority of the City of Bridgeport, do hereby certify that the attached extracts from the minutes of the special meeting of the Commissioners of said Authority, held on July 13, 2005, is a true and correct copy of the original minutes of such meeting on file and of record in so far as they relate to the matters set forth in the attached extract, and I do further certify that each Resolution appearing in such extract is a true and correct copy of a resolution adopted at such meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said Authority this 14th day of July, 2005

(S E A L)

RESOLUTION OF
THE HOUSING AUTHORITY OF THE CITY OF BRIDGEPORT
RESOLUTION NO. 07-13-05-49

Board Meeting Date: July 13, 2005

ADOPT RESOLUTION IN SUPPORT OF THE AUTHORITY'S UPDATED FIVE YEAR AND ANNUAL PLAN

Factual Content Certified	Approved:	Resolution Reviewed Berchem, Moses & Devlin, P.C. General Counsel
By: _____ Department	By: _____ Contracting Officer	By: _____ Rolan Joni Young, Esq. A Principal

Commissioner Sims submitted the following resolution:

WHEREAS, the Board of Commissioner's has reviewed and approved the proposed Five Year Plan and Annual Plan for the fiscal year beginning October 1, 2005 (the "Plan"); and

WHEREAS, the Authority has complied with all statutory requirements regarding the presentation and review of the proposed Plan; and

WHEREAS, the Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the Authority is located; and

WHEREAS, the Board of Commissioners has determined that it is in the best interests of the Authority to adopt the proposed Five Year Plan and Annual Plan as presented; and

WHEREAS, the Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the Authority's jurisdiction and a description of the manner in which the Authority Plan is consistent with the applicable Consolidated Plan; and

WHEREAS, the Authority has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the Authority, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The Authority has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations; and

WHEREAS, the Authority made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment; and

WHEREAS, the Authority will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990; and

WHEREAS, the Authority will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the Authority's involvement and maintain records reflecting these analyses and actions; and

WHEREAS, the Authority Plan does not include a policy for site-based waiting lists; and

WHEREAS, the Authority will comply with (i) the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975, (ii) the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped, (iii) the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low or Very Low Income Persons and with its implementing regulations at 24 CFR Part 135, and (iv) Davis Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act; and

WHEREAS, the Authority has submitted with the Plan certifications with regard to (i) a drug free workplace required by 24 CFR Part 24, Subpart F, (ii) compliance and restrictions on lobbying required by 24 CFR Part 87, along with (a) required disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24; and

WHEREAS, the Authority will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable; and

WHEREAS, the Authority will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a); and

WHEREAS, the Authority will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58; and

WHEREAS, the Authority will (i) keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements, (ii) comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35; (iii) comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments); (iv) undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan; and

WHEREAS, all attachments to the Plan have been and will continue to be available at all times and all locations that the Authority Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the Authority and at all other times and locations identified by the Authority in its Authority Plan and will continue to be made available at least at the primary business office of the Authority.

Commissioner Vila seconded the motion.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING Authority OF THE CITY OF BRIDGEPORT:

1. That the Housing Authority of the City of Bridgeport shall submit it final version of the Plan to the U. S. Department of Housing and Urban Development; and
2. That the Board of Commissioner's approves the Plan and directs, empowers and authorizes the Chairperson to submit the standard Annual and standard 5-Year Plans for the Authority's fiscal year beginning October 1, 2005; and
3. That this is subject to HUD approval; and
4. That this resolution shall take effect immediately.

BOARD OF COMMISSIONERS VOTE OF FINAL PASSAGE

X – Indicate Vote NP – Not Present NV – Not Voting AB - Abstention

COMMISSIONERS	AYE	NAY	NP	NV	AB
Sims	x				
Simpson			x		
Ochs	x				
Vila	x				
Correa					x

I hereby certify that the above resolution was approved by a majority of the Commissioners present at a special meeting duly called at which a quorum was present, on July 13, 2005.

Secretary/Executive Director

7/14/05

Date

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Appendices, Attachments, Certifications and Supporting Documents

These attachments correspond to hard copy attachments in the Annual and Five Year Plan Book

	Book attachment	*Description*	*Template attachment*
•	Attachment A	Annual Plan Narrative	ct001a02
•	Attachment B	Admissions & Occupancy Policy Summary	ct001b02
•	Attachment C	Capital Fund Program Statement	ct001c02a & b
•	Attachment D	Resident and Public Comments	ct001d02
•	Attachment E	Section 8 Administrative Plan	ct001e02
•	Attachment F	Additional Policies	N/A
•	Attachment G	Grievance Procedure	N/A
•	Attachment H	Approved 5(h) Homeownership Plan	N/A
		and Draft Section 32 Homeownership Plan	N/A
•	Attachment I	Procurement Policy	N/A
•	Attachment J	Father Panik Village Settlement Agreements	N/A
•	Attachment K	Pequonnock Apartments Settlement Agreement	N/A
•	Attachment L	Procedure Manual	N/A
•	Attachment M	Lease	N/A
•	Attachment N	Memorandum of Agreement	ct001f02
•	Attachment O	Reserved for additional information	

Executive Summary – 2005 Update

General Description

The Housing Authority of the City of Bridgeport (BHA) underwent much change in the last year and a half while responding to various requirements by the U.S. Department of Housing and Urban Development (HUD) in order to address organizational and operational deficiencies. As a result, the Authority's priorities shifted. Such shift included the re-thinking of the methodology and housing product of the Father Panik Village Replacement Program and the temporary discontinuation of the comprehensive rehabilitation of Marina Village.

Father Panik Village Replacement Program

To date, the Authority has completed 518 units out of 818 required under the Settlement Agreement. We expect Harral Square, 12 units, to be ready for occupancy by mid July 2005 and to complete the remaining 2 units at Pembroke II by August 2005. As for the remaining 286 units, the BHA must leverage the balance of its development fund utilizing other funding sources to complete the work. Therefore, we intend to engage a Master Planner to prepare a comprehensive development plan; utilizing the BHA's inventory of vacant land, partnerships with the City of Bridgeport, developers and financing partners. Our goal is to create an end product that incorporates mixed-income and mixed-use properties.

Capital Fund Program/Modernization Activities

The BHA previously committed more than half of its Capital Fund Program (CFP) to the rehabilitation of Marina Village. As a result, the BHA incurred deferred maintenance at all the other public housing sites; thus scoring poorly under the REAC Physical Assessment. In January 2005, the Authority discontinued the planned rehabilitation of 2 residential buildings and the administrative building at Marina Village. In effect, the CFP fiscal years 2002, 2003 and 2004 had to be revised to address: significant capital and ordinary deficiencies and obsolescence, statutory requirements, risk management, emergency situations, management improvements, and resident services at all the other public housing sites.

In the meantime, Marina Village will be maintained in its current format. The BHA will seek relief from HUD for the 2 vacant residential buildings until the Authority completes a Master Plan with the right financing mechanism for the revitalization, not just rehabilitation, of Marina Village.

As for the 2005 CFP on forward, the Authority will utilize the following general approach to sequencing modernization priorities:

- Emergency Work – to eliminate any emergency or potential emergency conditions. Emergency remediation must be expedient and sensitive to budgetary constraints
- Statutory or Code Compliance – in particular 504 compliance
- Energy Conservation Measures (ECM) – to yield cost savings, which can in turn add resources to the operating budget. The BHA intends to engage a consulting firm to conduct an energy audit.

- Building Envelope – such as roofing, brick repair/replacement, window and door replacement, etc.
- System Replacement – which affect the entire structure such as plumbing, electrical, HVAC, etc.
- Interiors – specific to unit improvements and administrative offices
- Administrative – activities that would support management and operational improvements such as staffing, A & E consultations, special consultation firms, security needs, resident programs, training, acquisition, relocation, technology improvements and inventory controls
- Grounds – once the buildings and all related systems are upgraded, the grounds will be addressed in a comprehensive approach.

Public Housing Program

The Authority has not made any policy changes to its public housing program. Therefore, the Admissions and Continued Occupancy Policy as revised in August 23, 2004 shall remain in effect. We expect a new version of the lease to be published by January 2006. The BHA must improve its delivery of vacant unit turnaround time. We intend to address this issue utilizing the Capital Fund Program to support the manpower, both in maintenance and in the Resident Selection office. Our goal is to have the vacant units physically ready within 14 – 21 days and to be occupied within 7 days. Should there be any changes to the policy, the BHA will advise its residents and community at large and allow for a comment period as required by law.

Section 8 Program

The program's funding has been reduced, thus the operative difference is the ability of the Authority to pay for higher rents. The BHA changed its policy to reduce the maximum payment standard from 110% of the Fair Market Rent to 100%. The reason is to retain as many voucher holders, rather than to cut households from the program.

Resident Services

The BHA has been active in its efforts to develop operating local councils and a strong Resident Advisory Board. We have and will continue to provide resident training activities for the leadership and for employment and/or self-sufficiency improvements. We are committed to working with the residents and its leaders.

Security

The BHA expects continued police service from the Bridgeport Police Department. It is imperative to understand that maintaining the security of public housing complexes serves both the Housing Authority and entire City. Control the crime in public housing and the City will continue to see a decline in overall criminal activity.

Conclusion

The BHA has entered into a new phase and we are ready for the challenges ahead. It is our earnest goal to make this housing authority a high performing authority in the State and in the Nation. And we must do this in partnership with the City of Bridgeport, its residents, business entities, community support organizations, the public at large and the BHA's dedicated employees.

Introduction

Purpose and Intent

The Public Housing Five-Year and Annual planning requirement is critical to the success and direction of the Bridgeport Housing Authority. The Five-Year Plan describes the mission of the Authority and the Authority's long-range goals and objectives. The Annual Plan provides details about the Authority's immediate operations, program participants, programs and services, and residents' needs for the upcoming fiscal year.

Both planning mechanisms require the Authority to examine its existing operations, needs and inter-agency relationships, and to devise long-range and short-range strategies to address those needs. Through the following Five-Year and Annual Plans, the Bridgeport Housing Authority outlines its policies to make more efficient use of Federal assistance, more effectively operate its programs, and better serve its residents.

Information regarding any activities outlined in this plan can be obtained by contacting the main administrative office of the BHA at 150 Highland Avenue, Bridgeport, CT, between the hours of 9 AM and 4 PM.

The BHA 'Moving Forward' Plan is available for inspection at the main administrative office of the BHA at the address listed above, and in the BHA Site Offices between the hours of 9 AM and 4 PM. The 'Moving Forward' Plan supporting documents are available for inspect at the BHA main administrative office at the address and times listed above.

Mission

The Bridgeport Housing Authority is committed to providing quality, affordable housing and services in an efficient effective and creative manner. We will serve our residents by providing affordable housing opportunities in a safe environment; revitalizing and maintaining neighborhoods; and forming effective partnerships to maximize social and economic opportunities. This mission shall be accomplished by a fiscally responsible, ethical, and professional organization committed to excellence in public service.

Strategic Goals and Action Objectives

In order to accomplish the mission statement, the Authority has developed the following *strategic goals* – broad statements that express what it aims to accomplish over the next five years. Under each goal fall *action objectives* for the Authority that are achievable, clear, concise, consistent and measurable. The *strategic goals* and *action objectives* are not independent; they are directly related to the City's identified community needs, the City of Bridgeport Consolidated Plan, and the Authority's Mission Statement. Where appropriate, to further explain the need for the action objectives, they will be followed by an action objective indicator statement.

Strategic Goal #1
Expand the availability and supply of assisted housing

Action Objective #1
Reduce public housing vacancies by:

1. Striving to sustain an occupancy rating of 96% currently and raising it to 98% by October 1, 2006. The BHA will continue to identify policies, procedures, operational systems and staffing patterns that impact the availability of assisted housing. As we identify those issues, we will make every effort to revise them to achieve our goal. In our most recent assessment of vacant units, we have reduced numerous long term vacant units. Although the current vacant turnaround time is 85 days, we expect a markedly improved turnaround time by next year. We are committed to our efforts to maintain a high occupancy rating by utilizing creative and tested policies and procedures.
2. Reducing vacant unit turn around time from current average of 85 days to 40 days by October 2005 and less than 30 days by October 2006. In addition, the Authority is in the process of developing a staffing pattern (force account) that should improve the time it takes to get a unit ready for occupancy, without sacrificing our efficiency with routine maintenance work orders and emergency work orders. We also plan to implement a staff training program that will increase the skills of our workforce so we may address the number of make ready days.
3. Re-introducing 20 units as per Pequonnock Apartment Settlement Agreement. Although the BHA is listing this objective in our plan, it is ultimately the City of Bridgeport's direct responsibility for the production of these units according to the Authority and HUD standards. At the completion of each site, the Authority will ensure that all approval processes have been followed.
4. The public housing waiting list was re-opened and there is not timeframe to close it at this point. Although we retain the right to close the wait list when the list is above 700 applicants.
5. The Father Panik Village Replacement Program requires a different approach than currently employed. The BHA must conduct a Master Planning exercise to determine a more efficient way to develop public housing, affordable housing, market rate and homeownership units within the context of the City's Consolidated Plan while leveraging the remaining development fund available. We intend to secure the services of a consultant to assist us in this effort.
6. Marina Village also must utilize a Master Planning exercise in order to determine a better use for the site. The site remains concentrated and the previous use of Capital Fund Program monies were found to be inefficient and will take too long to complete the balance of the site. Along with this exercise is to create a financing plan to go along with the master plan.

Action Objective #2
Leverage private or public funds to create additional housing opportunities through various financing options such as State tax credit programs, private financing, bond underwriting and credit to be used for the acquisition, construction or rehabilitation of housing for low and/or moderate income households. The funds will not be used to supplement our general operating expenses.

Action Objective #3

Acquire or build units or developments for various housing options to include:

1. Redeveloping the balance of Marina Village that will achieve reduced density, better streetscapes and curb appeal, and a mixed-income neighborhood. We intend to utilize a different approach compared to the previous course of action by rehabilitating 2 to 3 buildings annually using Capital Funds alone.
2. Complete active development activities such as Harral Square, Pembroke II and Carroll Avenue.
3. Redefine the development plan for Park City Manor based on a Master Plan and a financing plan.
4. Develop a Master Plan for the remainder of the Father Panik Village replacement program.

Action Objective #4

Maintain assisted housing choices through Section 8 program. Funding for the Section 8 program has been revised and reduced. The Authority is recommending to reduce the maximum payment standard from 110% to 100% to ensure that we keep as many participants in the program as possible. In effect, any rent increases may not be approved if the payment standard affects the Authority's Section 8 "bottom line." We intend to maintain the Pequonnock Apartment Settlement Agreement as it relates to the payment standards for the Section 8 vouchers set-aside for the program.

<u>Strategic Goal #2</u>

Improve the quality of assisted housing.

Action Objective #1

Improve our PHAS score and reach high performance status by October 2006 by:

1. Educating and training staff to signify their importance and contribution to the Authority's rating. We are engaging in creative and unique approaches to address our weaknesses.
2. Investing Capital Fund Program monies towards vacancy reduction, maintaining and/or replacing obsolete systems, improving technology equipment, upgrading kitchens and bathrooms, responding to code compliance requirements and addressing pending emergency work items as needed.
3. Enforcing the Admissions and Continued Occupancy Policies, which include Flat Rent, Exemptions, Pet Policy, Nuisance Activities, Calculation of Rent, Criminal Activities, One Strike Policy, Fraud and non-reporting of income. The Authority has installed the necessary software to conduct IRS background checks to ensure residency eligibility of applicants. We worked out the technical difficulties to verify income information through the Department of Labor's database.
4. Increasing the effectiveness of unit inspections using PHAS standards. The Authority has successfully implemented 100% inspections of all units and buildings in the last 3 years through a procured contractor. The final reports are submitted to the Director of

Property Management and a follow up action plan is developed listing the priority of work orders to be issued.

5. Educating our residents through orientations and on-going follow up about the importance of maintaining the smoke detectors, GFI outlets and clearing access for exits.
6. Conduct an Energy Audit and Energy Conservation Measures based on the audit utilizing the Energy Performance Contracting format.

Action Objective #2

Improve our SEMAP score by:

1. The Authority is proposing to reduce the payment standard from 110% to 100% due to funding cuts. However, we will comply with the payment standards set forth under the Pequonnock Apartment Settlement Agreement.
2. Continuing our recruitment/outreach campaign of landlords to include non-impacted neighborhoods.
3. Improving our automated waiting list system so it may be user friendly, convenient to use, and fairly accurate.
4. Conducting our HQS inspections in advance of prospective tenants and to incorporate technology as a tool for increasing the effectiveness of the inspectors.
5. Linking with the CT Housing Finance Authority and non-profit developers to build affordable housing units with some project-based voucher units. This will allow the Authority to increase its availability of such units that can result in increased utilization of vouchers.
6. And implementing any and all updates to the Section 8 Administrative Plan.

Action Objective #3

Renovate or modernize public housing as needed:

1. The remaining large complex that requires modernizing is Marina Village.
2. Renovation and/or capital improvements are scheduled accordingly annually and is submitted for HUD approval.
3. Conduct Energy Audit and Energy Conservation Measures utilizing the Energy Performance Contracting format.

Action Objective #5

Demolish or dispose of obsolete public housing

1. The Authority intends to engage in demolition activities for Marina Village.
2. The Authority has requested to demolish the building at Wayne Street to make room for a better use affordable housing site in partnership with the City. The building has been vacant for over ten years.
3. The Authority may request the disposition of various BHA properties subject to the Master Plan, financing plan and other financing requirements. Although the plan calls for possible demolition/disposition at Marina Village, Father Panik Village, and Park City, the BHA has not singled out any specific building and/or property at this point but any and all vacant lots owned by the Authority may be subject to a disposition application.

Action Objective #6
Provide replacement housing. The BHA has been diligent in its duty to complete the Father Panik replacement program.

Strategic Goal #3
Increase assisted housing choices

Action Objective #1
Provide voucher mobility counseling. Family Services Woodfield is conducting mobility counseling services to former eligible residents of Pequonnock Apartments. They will provide these services until the funds have expended and/or when the 100 replacement units has been returned to the Authority's inventory and the eligible residents have been given ample opportunity to occupy them, whichever comes later.

Action Objective #2
The Authority is currently reviewing all programs pertaining to any homeownership plan. Prior to the Authority submitting any homeownership activity such as the Section 32 Homeownership Program for Pembroke II and other to be determined sites, the previously approved 5H homeownership program and the Section 8 homeownership program, the Authority must be clear in its goals, objectives, policies and procedures and the mechanisms available for this program. The City of Bridgeport remains interested in partnering with the BHA for a homeownership program targeting public housing residents and Section 8 participants.

Action Objective #3
Implement the Authority's transfer policy and admission policy for scattered site developments. The Authority has previously implemented a transfer policy for our scattered site developments and we are implementing admissions of public housing wait list applicants into scattered sites provided they meet certain requirements. We intend to practice this policy to respond to the de-concentration rule, to effectively income-mix our population, to ensure that scattered site units are maintained properly, and to reduce our vacancy rating.

Action Objective #4
Provide options for people with disabilities and elderly families

1. Park City Manor, upon completion will include congregate services (hot meal, cleaning, house chores, and basic health maintenance) for 35 eligible elderly individuals. The entire site will be designated for elderly only.
2. Preferences have been established for the admissions on eligible disabled non-elderly individuals for Section 8 vouchers so they may live in the community as independently as possible.
3. Conduct planning meetings with local organizations to address support systems needed for people with disabilities.
4. Building more 1-bedroom units utilizing creative financing.
5. Lease 3 to 4 bedroom units to state agencies to run assisted living facilities for individuals with disabilities to ensure that support systems are in place and the likelihood

for independent living would be better. It will also allow us to encourage such populations to seek out and maintain their support systems.

Strategic Goal #4
Provide an improved living environment

Action Objective #1
Concentrate efforts to improve specific maintenance functions to deliver timely and high quality maintenance services to the residents of BHA.

1. The BHA shall maintain an average response time of 24 hours in responding to emergency work orders.
2. The BHA will follow its preventative maintenance plan.
3. The BHA shall reduce the vacant-unit turn-around time to less than 30 days by October 2006.
4. The BHA shall achieve excellent 'curb appeal' for its public housing developments by improving its landscaping, making the properties litter free and other actions.
5. The BHA shall enforce its emergency call-back system.
6. The BHA shall maintain an average response time of five (5) days in responding to routine work orders.
7. The BHA shall have all of its units in compliance with REAC standards through expending Capital Fund Program resources to deal with deferred maintenance, timely inspections, technology upgrades, and staff trainings.
8. The Authority willexplore partnership activities with the City of Bridgeport and community organizations, which can promote this goal.
9. Conduct Energy Audit and Energy Conservation Measures utilizing the Energy Performance Contracting format to reduce the maintenance needs of the current systems.

Action Objective #2
Implement public housing security improvements.

1. The BHA shall continue to enforce its 'One Strike' policy. The BHA shall aggressively pursue the arrest and prosecution of persons committing criminal acts on or off BHA developments.
2. The BHA will continue to track residents arrested or persons arrested on or off Authority property by accessing records from different agencies.
3. The BHA shall reduce crime in its developments every year by working closely with the Housing Police Unit.
4. The BHA shall reduce its evictions due to violations of criminal laws every year, through aggressive screening measures.
5. The BHA shall continue to work with the Housing Police Unit to better define the edge problem of crime that occurs near our developments and create strategies for identifying and reducing this problem.
6. Increase police and security coverage, physically and through technology, to include Charles Greene Homes in partnership with the Police Department.
7. Conduct and complete a Master Health and Safety Security Plan. Define a financing plan in order to implement the Security Plan.

Action Objective #3

Implement measures to de-concentrate poverty by bringing in higher income public housing households into lower-income developments and promoting lower-income families into higher income developments.

1. The Authority has instituted the transfer policy to scattered site developments and has worked successfully. The Authority is allowing for public housing wait list applicants to be admitted into scattered site provided they meet certain criteria.
2. Applicants from the public housing wait list will be encouraged to reside in one of our developments initially so we may ensure that income mixing occurs.
3. We also recognize that some of our developments will remain lower-income developments and will satisfy the intent of the federal housing statutes of providing affordable housing to low-income families.

Strategic Goal #5

Promote self-sufficiency and asset development of assisted households

Action Objective #1

Increase the number and percentage of employed persons in assisted families

1. The Authority has implemented the Employment Training Center and the Job Developer remains available to address this particular objective.
2. We intend to seek other ROSS grants to expand our services.
3. The Authority has allocated Capital Fund Program monies towards Resident Programming, which will include leadership training, youth programs, and elderly/disabled recreational programs.
4. The Authority will implement the Community Service Requirement.
5. Collaborate with social service agencies that provide training and support services for employment options.
6. Continue implementation of the Self-Sufficiency Program as supervised by the Community Affairs Department.
7. The Authority from time to time creates job openings available for residents of public housing and will continue to do so.

Action Objective #2

Provide supportive services for people with disabilities and for elderly families

1. The Authority is designating Park City Manor for elderly only with 35 units for congregate services.
2. The Authority will conduct planning meetings with local organizations and develop housing recommendations for people with disabilities.
3. Partner with Connecticut Legal Services to provide legal support/services to at-risk individuals and/or households in order to maintain their residency status with the BHA.
4. Satisfy ADA and Section 504 compliance requirements.
5. The Authority is open for discussions with state agencies that fund assisted living facilities and the support systems needed for their success. We are interested in utilizing some of our units for the prpose of supporting people with disabilities.
6. Continue the services provided by our Adult Social Worker.

Action Objective #3
Develop a sound and comprehensive homeownership programs that target households (either in public housing or Section 8 programs) who will meet requirement thresholds.

Strategic Goal #6
Ensure equal opportunity and affirmatively further fair housing.

Action Objective #1
Enable staff and residents to ensure full compliance with Federal, state and local civil rights laws and regulations by conducting training sessions with local and federal officials. Respond to 504 compliance requirements by utilizing Capital Fund Program monies. The BHA will conduct training activities.

Strategic Goal #7
Maintain a fiscally responsible and responsive public housing agency.

Action Objective #1
Ensure full compliance with all applicable fiscal standards and regulations including government accepted accounting practices.

1. BHA shall operate so that income exceeds expenses every year.
2. BHA shall revise and implement its technology plan supporting the Authority's mission.
3. BHA shall implement an effective anti-fraud program utilizing the State Department of Labor information, and the State TANF Agency, the Immigration and Naturalization Service information, and the Authority's Legal Counsel.
4. Conduct an Energy Audit and Energy Conservation Measures utilizing the Energy Performance Contracting format to realize energy savings and reduce maintenance costs.

Strategic Goal #8
Improve resident involvement in the local councils and with the Resident Affairs Board

Action Objective #1
Improve level of communication between the Authority and its residents by:

1. Continuing open dialogue on a regular and consistent basis consisting of top management staff.
2. Hired a Resident Associate Advocate.
3. Enforce community service requirements as per HUD guidelines.
4. Develop a Modernization Committee within the Resident Affairs Board.

Action Objective #2
Provide after-school activities to children of public housing. The Authority is currently offering after-school program activities at the Trumbull Gardens Multi-Purpose Center and hired support staff to manage and operate the activities.

Needs Assessment

Purpose and Intent

The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth in their Annual Plan a needs assessment. The Act calls for a statement of the housing needs of low-income and very low-income families residing in the jurisdiction served by the public housing agency and of other low-income and very low-income families on the waiting list of the agency.

The Housing Authority participated in the City's revision of its Consolidated Plan to determine the needs of the community. Other alternative sources are listed below:

- U.S. Census data (the Comprehensive Housing Affordability Strategy Database - CHAS)

The Authority also analyzed basic data from its waiting lists and current housing occupancy statistics, which are both accurate and up-to-date.

City of Bridgeport Socio-Economic Climate – A Community Analysis

The following pages contain a breakdown of demographic and socio-economic data for the City of Bridgeport, as well as maps depicting that data, which will be used as the primary indicators for determining the Agency Plan's Statement of Housing Needs.

A. Demographics

Population

The population of Bridgeport is 139,529. From 1990-2000, the City of Bridgeport saw a decrease in population, attributable to the dwindling of the City's manufacturing base and the accompanying flight of moderate-to-high paying industrial jobs in the City over the past twenty years.

Households and Household Size

The average household size is 2.7 while the average family size is 3.34. The female householder, with no husband present is at 12,095 or 24% of the population while married couples represent 35% of the population. There are 14,577 householders living alone and 5,660 householders 65 years old and over.

Population by Race/Ethnicity

The racial and ethnic breakdown in the City of Bridgeport continues to change and diversify. The white population represents 45% of the total population. 30.8% are blacks, 0.5% are

American Indians, 3.3% are Asians, and 0.1% are Native Hawaiian. The Hispanic population is at 44,478 or 31.9% of the population.

Household and Family Income

The median household income in the City of Bridgeport is $34,658 compared to $28,704 in 1990. However 50% of the accounted households, which equals to 25,331 households, is earning less than the area median income. The per capita income is at $16,306.

The families median income is $39,571. 3,681 earn less than 30% of the median family income, 2,204 earn between 30% to 50% of the median family income and 4,656 earn between 50% to 80% of the median family income.

B. Household Trends

Renter/Owner Occupied Households

The City of Bridgeport has a disproportionate number renter-occupied housing units. 56.8 percent of the housing units are renter-occupied compared to 43.2 percent that are owner-occupied. 2,251 units have a gross rent of less than $200, 1,322 units between $200 to $299, 3,424 units between $300 to $499, and $10,646 units with rents between $500 to $749 or a total of 61.90% of available units within affordable limits.

Low Homeownership Rate

Currently, only 43.2 percent of housing in the City is owner-occupied. This homeownership rate is well below the national rate of 66 percent, the State of Connecticut rate of 61 percent and the Fairfield County rate of 51 percent. The City of Bridgeport Community Development Agency has identified the provision of owner occupied-housing as a high priority for the City's CDBG funding, particularly in the 0% - 30% MFI and 31% - 50% MFI income ranges.

Households by Age

AGE	15-24	25-34	35-44	45-54	55-64	65-74	75 and
% of population	15.5%	15.8%	14.6%	11%	7.3%	5.5%	5.9%

C. Housing Characteristics

Housing Breakdown by Number of Units in Structure

Type of Unit	Total Units
Single attached and detached unit	17,993
Structures with 2 units	9,644
Structures with 3-4 units	11,161
Structures with 5 or more	15,524

As indicated by the chart above, approximately 33.1 percent of the City's housing stock is a single attached or detached unit, 17.7 percent is a structure with two units, and roughly 20 percent is a structure with three or four units. We estimate that 10% of the total housing stock in Bridgeport is operated as public housing by the Authority.

Vacant Housing Stock

The City and the Housing Authority has reduced its vacancy problems. The vacancy rate for homeowners is at 1.9% and for rental apartments is 5.6%. The Authority's vacancy rate is at around 4%.

Statement of Housing Needs – City of Bridgeport

The Statement of Housing Needs is determined by the overall number of renter families in the City of Bridgeport. It is also determined by:

- Affordability - problems with rent burden (rent comprising greater than 30% of income) and/or severe rent burden (rent comprising greater than 50% of income)
- Supply - shortage of units available for occupancy
- Quantity – prevalence of units in substandard physical condition
- Accessibility - lack of units that are accessible to persons with disabilities
- Size - mismatches between units available and family sizes
- Location - extent to which the supply of units available limits housing choices for families to particular locations, notable areas of poverty minority concentration.

The estimated number of renter families that have housing needs is provided in the "overall" column below. The remaining characteristics are rated by 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."

Statement of Housing Needs – Bridgeport Housing Authority Waiting List

The Authority recognizes that there is a need for one-bedroom units for single individuals (27%) two bedroom units (35%) and 3 bedroom units (20%). The Authority will make every effort to produce Father Panik Village replacement units and any other subsequent units thereafter that meet the needs of the community.

It is important to note that the Section 8 waiting list was opened in August 2003 briefly and our wait list has grown to over 5,500 applicants.

The Authority utilized these data to determine its goals, strategies and objectives as identified in the above section and corresponding section of the template.

Financial Resources

Purpose and Intent

The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth in their Annual Plan "a statement of financial resources available to the agency and the planned uses of those resources."

FY2004 Financial Resources

The Table below highlights the financial resources that are anticipated to be available for FY 2005 to the BHA for the support of Federal public housing and tenant based Section 8 assistance programs administered by the BHA during the Plan year. Because the data utilized to prepare this financial resources statement are not as complete as the information used to prepare the actual budget, the Bridgeport Housing Authority specifically reserves the right to amend this financial resources statement based upon later, better information.

FY2005 Financial Resources

Sources	Planned $	Planned Uses
Pubic Housing Operating Fund	$10,849,652	Public Housing Operation
Public Housing Capital Fund **Replacement Housing Fund**	$4,381,407 $93,281	Capital Fund Program and Replacement Housing Program
Annual Contributions for Section 8 Tenant Based Assistance	$22,899,438	Rent Subsidies
Resident Opportunity and Self Sufficiency Program		
Community Development Block Grant	$19,000	Transportation for Youth/Seniors; Family Self Sufficiency; North End Social Services
HOME		
Prior Year Federal Grants		
Pubic Housing Dwelling Rental Income	$5,700,587	Public Housing Operation, Tenant Services
Other Income – Operations	$509,916	Employee activities
Other Income – Funding for Replacement Units	$3,025,332	Replacement of Father Panik units
TOTAL	$47,478,613	

Eligibility, Selection and Admission

Purpose and Intent

The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth in their Annual Plan "a statement of the policies governing eligibility, selection, admissions (including any preferences), assignment, and occupancy of families with respect to public housing dwelling units and housing assistance under Section 8."

Public Housing Eligibility, Selection and Admission

Federal law and regulations set forth the basic framework for eligibility criteria for public housing. This law and the expanded public housing eligibility, selection and admission policies can be found within the Bridgeport Housing Authority's Public Housing Admissions and Continued Occupancy Plan. However, several eligibility issues specific to the Bridgeport Housing Authority are highlighted below and are incorporated into this Plan.

A. Local Objectives

The Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that the PHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the pubic trust. In addition, the Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

- To provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level
- To operate a socially and financially sound public housing agency that provides decent, safe and sanitary housing within a drug free, suitable living environment for tenants and their families
- To avoid concentrations of economically and socially deprived families in any one or all of the Authority's public housing developments
- To lawfully deny the admission of applicants or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to Authority employees
- To attempt to house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in the Authority's jurisdiction
- To provide opportunities for upward mobility or families who desire to achieve self-sufficiency
- To facilitate the judicious management of the Authority's inventory, and the efficient management of the Authority's staff

- To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, handicap or familial status.
- To comply with the Pequonnock Apartment Settlement Agreement
- To support the Authority's Section 32 Homeownership Plan

B. Standard Eligibility

The applicant must be income eligible. The applicant's total family income must not exceed BHA income limits. Income limits are revised annually by HUD and will, at all times, be posted in the Tenant Selection Office.

The applicant's household composition must conform to a unit size available in a BHA development in accordance to HUD-established occupancy standards.

Families are required to provide verification of Social Security numbers for all family members prior to admission. This requirement also applies to persons joining the family after admission to the program. Failure to furnish verification of Social Security numbers is grounds for denial of admission or tenancy.

All applicants must demonstrate, through an assessment of current and past behavior, the ability:

- To maintain an apartment in a healthy, safe and secure condition
- To live peacefully with neighbors in a residential community
- To pay rent and other charges as required by the lease in a timely manner
- To care for and avoid damaging the unit and common areas
- To obtain and maintain the necessary utility services at a BHA unit
- To use facilities, appliances and equipment in a reasonable way
- To create no health or safety hazards, and to report maintenance needs in a timely manner
- Not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off BHA premises
- Not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed"
- To comply with necessary and reasonable rules and program requirements of HUD and the BHA
- To comply with local health and safety codes.

The Authority uses the following non-income (screening) factors to establish eligibility for admission into public housing, which are subject to third party verification:

- Criminal or drug related activity
- Rental history, including rent paying habits
- Past credit practices of applicants.

The Authority's *One Strike* Policy denies admission to public housing because of drug-related and/or other criminal activity. The purpose of this policy is that "all Federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the BHA to continue to endorse and implement this policy which is designed to:

- Help create and maintain a safe and drug-free community
- Keep program participants free from threats to their personal and family safety
- Support parental efforts to instill values of personal responsibility and hard work
- Help maintain an environment where children can live safely, learn and grow up to be productive citizens
- Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

The Authority requests criminal records from local and State law enforcement agencies for screening purposes.

The Authority has applied to the Federal Bureau of Investigation (FBI) and obtained a unique Originating Agency Identifier (ORI) number in order to maximize its efforts in obtaining applicant criminal record history.

The Authority completes a credit check and rental history check on all applicants. Factors to be considered in the screening are: housekeeping habits, rent paying habits, prior history as a tenant, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, the conduct of the applicant in present or prior housing, and whether the applicant owes money to any other governmental entity.

Persons evicted from pubic housing, Indian housing, Section 23, or any Section 8 program because of drug related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction. The Authority will not waive this requirement.

C. Application Procedure

Families who wish to apply for any of the BHA's programs must complete a written application form when application-taking is open. Applications will be made available in an accessible format upon request from a person with a disability. Persons with disabilities may call the BHA to receive an application through the mail or make other arrangements to complete their pre-application.

Applications will be accepted at a central location for both the general public housing and elderly housing waiting lists. Each applicant is given the opportunity to express two preferences for housing or a Section 8 Voucher under the Pequonnock Apartment Settlement Agreement.

The application process will involve three phases:

- The first is the "initial" application for admission (referred to as a pre-application). This first phase is to determine the family's eligibility for, and placement on, the waiting list. The pre-application will be dated, time-stamped, and filed at the BHA office tenant selection and assignment office.
- The second phase involves applicants determining if they choose public housing or Section 8 voucher under the Pequonnock Apartment Settlement Agreement.
- The third phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the BHA ensures that verification of all HUD and BHA eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

The Authority verifies eligibility for admission to public housing as families approach the top of the waiting list.

D. Assignment

Once an applicant has been determined to be eligible for public housing, the applicant is given two vacant unit offers concurrently. However, applicants are asked at the time of their initial interview what their three preferences for housing are, in an attempt to accommodate their request. If an applicant refuses both offers, they are removed from the waiting list. The Authority's assignment policy is consistent across all waiting list types.

Residents of Pequonnock Apartments are eligible for assignments into public housing units ahead of applicants on the waiting list. They may move into public housing sites temporarily or permanently according to the terms of the settlement agreement.

Applicants are given an opportunity to choose Section 8 vouchers under the Settlement Agreement. If they choose not to, they proceed with being process under the public housing program. If they choose Section 8 vouchers, they are referred to Family Services Woodfield and are removed from the top of the waiting list.

E. Admissions Preferences

The Authority will exceed the Federal targeting requirement by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income.

The BHA will operate a preference system for the public housing waiting list, ONLY, under the following circumstances:

1. Involuntary displacement, which may include disaster, government action, action of housing owner, inaccessibility, and/or property disposition.
2. Law enforcement officials

Families applying must be income eligible.

F. Transfer Policy

The BHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.

Transfer requests are generated by BHA staff following an annual or interim reexamination where a change in family composition is reported; or following a unit inspection that documents physical conditions necessitating alternative accommodations.

Transfers to larger units may be approved only when the family size has increased through birth, marriage, legal adoption, the addition of foster children, or return of a minor to legal custody of the household, who is of the opposite sex and is three years of age or older, and reconciliation of separated spouses.

Transfers to smaller units are required at any time a decrease in family composition renders the family no longer eligible for the unit size it occupies. Over housed families are placed on the transfer list at the first annual reexamination after the decrease in household composition occurs.

All interested resident may submit an "Application for Transfer" form available in all Site Offices. The completed application must be signed by the Site Manager, dated and time stamped and forwarded to the Transfer Committee who then determines their eligibility and priority status. Once approved the Resident Selection Office and placed for assignment. Transfer applications will be approved only if residents have paid all rent and other charges and are otherwise in compliance with their lease.

A new priority list has been approved under the Authority's Admissions and Continued Occupancy Policy.

Eligible Pequonnock Apartment residents may transfer temporarily or permanently into public housing ahead of any other resident requesting transfer.

G. Scattered Site Waiting List

The City of Bridgeport is scheduled to replace 100 units over a period of six years of replacement housing for the Pequonnock Apartments. Eligible former residents are entitled to these units according to the Pequonnock Apartment Settlement Agreement. Administration of these units will comply with that agreement.

Until as such time as the Authority receives approval for its Section 32 homeownership plan, the Authority will operate Pembroke II as a scattered site program but with more specific guidelines that support the intent to sell the property to public housing and section 8 participants. The guidelines for occupancy is located in Chapter 4 Section S of the Authority's Admissions and Continued Occupancy Guideline.

H. Occupancy

Applicants and residents can use the following reference materials to obtain information about the rules of occupancy of public housing:
- The Authority – Resident Lease
- The Authority's Admissions and Continued Occupancy Policy

Residents must notify the Authority of changes in family composition any time the family composition changes.

I. Resident Orientation Program (ROP)

In an effort to better inform new BHA tenants of their rights and responsibilities, the BHA has created a mandatory Resident Orientation Program. The program will be communicated to new tenants at their lease signing, and new residents will be asked to sign an acceptance letter and will be given a schedule of upcoming programs. The ROP will be held once per month for new tenants, and new tenants must attend an orientation session within the first three (3) months of their tenancy.

The ROP will be divided into two basic parts. The first part consists of a general overview of the four (4) major topics seen as important for an easy transition into a BHA site. These topics are:
- Verification process
- Eviction process
- Maintenance and housekeeping
- Community activity.

The second part of the program involves the separation of the group in terms of their assigned sites in order for the Site Manager to discuss site-specific situations and procedures. The goal of this part is to acquaint the resident with Site Management staff and communicate policies, rules and procedures to the resident in an informal, helpful manner, and to acquaint new residents with each other.

J. Deconcentration and Income Mixing

The Authority will gather data and analyze, at least biannually, the tenant characteristics of its public housing stock, including information regarding tenant incomes, to assist in the Authority's deconcentration efforts.

If the Authority's review of tenant incomes indicates that there has been a significant change in the tenant income characteristics of a particular project, the Authority will evaluate the changes to determine whether the project needs to be re-designated.

The following analysis of the Authority's family and elderly developments to determine concentrations of poverty does not indicate the need for a formal measure to promote deconcentration of poverty or income mixing. The Authority is now performing at a high-level of poverty deconcentration.

The following chart show the deconcentration analysis conducted by the Authority indicating which sites fall in and out of the Deconcentration Rule.

DECONCENTRATION STUDY 2005

Site	Project Number	Avg Income	% avg	exempt?	Adjusted Avg	% adj avg	exempt?
marina village	001-0003	$8,772	76%		$8,289	56%	
pt barnum	001-0005	$9,021	78%		$7,520	51%	
charles greene	001-0006	$9,453	82%		$8,634	59%	
fireside	001-0007	$11,503	100%	x	$13,532	92%	x
fireside	001-0008 x1	$12,021	104%	x	$14,142	96%	x
harborview tower	001-0009	$9,555	83%		$11,241	76%	
fireside	001-0010 x2	$10,857	94%	x	$12,772	87%	x
norman court	001-0018	$15,384	133%		$15,384	104%	x
boston commons	001-0022	$10,026	87%	x	$10,838	74%	
atlantis	001-0023	$14,963	130%		$14,700	100%	x
scattered sites 1- 25	001-0025	$17,126	148%		$17,200	117%	
marlboro court	001-0026	$8,115	70%		$8,524	58%	
scattered sites 1 - 27	001-0027	$16,629	144%		$14,435	98%	x
scattered sites 1 - 28	001-0028	$16,850	146%		$12,637	86%	x
willow mews	001-0029	$20,971	182%		$17,017	116%	
scattered sites 1 - 30	001-0030	$18,779	163%		$15,023	102%	x
scattered sites	001-0031	$17,770	154%		$14,216	97%	x
scattered sites	001-0032	$19,727	171%		$15,058	102%	x
scattered sites 1 - 33	001-0033	$19,666	170%		$15,821	107%	x
scattered sites 1 - 34	001-0034	$18,857	163%		$15,085	102%	x
sheridan street townhouse	001-0035	$19,799	171%		$14,942	101%	x
scattered sites 1 - 36	001-0036	$40,579	351%		$28,985	197%	
park avenue townhouse	001-0037	$18,279	158%		$13,953	95%	x
scattered sites 1 - 38	001-0038	$16,305	141%		$13,521	92%	x
scattered sites 1 - 39	001-0039	$26,035	225%		$20,828	141%	
scattered sites	001-0041	$22,694	196%		$17,707	120%	
scattered sites 1 - 43	001-0043	$20,287	176%		$16,339	111%	x
scattered sites 1 - 47	001-0047	$20,735	179%		$15,649	106%	x
scattered sites 1 - 49	001-0049	$10,295	89%	x	$12,111	82%	
scattered sites 1 - 50	001-0050	$22,487	195%		$19,049	129%	
scattered sites 1 - 51	001-0051	$17,906	155%		$13,971	95%	x
scattered sites 1 - 53	001-0053	$21,538	186%		$18,642	127%	
trumbull gardens	001-0070	$13,162	114%	x	$11,427	78%	

All Sites	Total	$556,146	$479,192
	Avg Income	$16,853	$14,521

Section 8 Eligibility, Selection and Admission

The Section 8 program was enacted as part of the Housing and Community Development Act of 1974 which re-codified the US Housing Act of 1937 and included Section 8 as a substitute for the Section 23 Leased Housing Program. The Act has been amended from time to time and its requirements, as they apply to the Section 8 Rental Assistance Program, are described in and implemented through the Bridgeport Housing Authority's Section 8 Administrative Plan. However, several eligibility issues specific to the Bridgeport Housing Authority are highlighted below and are incorporated into this Plan.

A. Local Objectives

Administration of the Section 8 program and the functions and responsibilities of the Authority staff shall be in compliance with the Authority's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations. The Authority has established the following goals for the Section 8 program:

- To assist the local economy by increasing the occupancy rate and the amount of money flowing into the community
- To encourage self-sufficiency of participant families and assist in the expansion of family opportunities that address educational, socio-economic, recreational and other human service needs
- To create positive public awareness and expand the level of family, owner and community support in accomplishing the Authority's mission
- To attain and maintain a high level of standard and professionalism in our day-to-day management of all program components
- To administer an efficient, high-performing agency through continuous improvement of the Authority's support systems and commitment to our employees and their development
- To provide decent, safe and sanitary housing for very low income families while maintaining rent payments at an affordable level
- To ensure that all units meet Housing Quality Standards and families pay fair and reasonable rents
- To promote fair housing and the opportunity for very low income families of all ethnic backgrounds to experience freedom of housing choice
- To promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choice for such families.
- To comply with the Pequonnock Apartment Settlement Agreement regarding the administration of 183 enhanced vouchers.

B. Standard Eligibility

In an effort to prevent future drug related and other 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, the Authority will endeavor to screen applicants as thoroughly and fairly as possible for drug related and violent criminal behavior. Such screening will apply to any member of the household who is 18 years of age or older.

The head of household and all family members 18 years and older will be asked to sign a third party income verification form authorizing this agency to request income verification directly from the source, verify if current utility is active and check for any criminal activity among the family members. All other information needed affecting the family's income and eligibility status will be verified through a third party. Once verifications are completed, the BHA will compute the Total Tenant Payment for applicants to participate in the Housing Choice Voucher Program.

The applicant family will be asked to provide the BHA with the following documents in order to further establish eligibility:

- Copies of marriage certificate/divorce or separation papers if applicable
- Copies of birth certificates and social security cards for all members in the family composition
- Citizenship declaration or equivalent documents verifying citizenship, such as alien registration card, in addition to the individual birth certificates
- Proof of all types of income the family receives, assets, expenses and the utilities the family is responsible for
- Signature of a release form to verify if any of the family members have a criminal record in state or out of state
- Documentation of school and/or higher learning institution(s) children attend.

The Authority will furnish prospective owners with information about the family's rental history, housekeeping habits, compliance with essential conditions of tenancy, current address of prospective tenant and name and address of his/her current and/or previous landlord, or any history of drug trafficking.

C. Outreach

Family Outreach

- The Authority will publicize and disseminate information to make known the availability of housing assistance and related services for very low income families on a regular basis
- When the Authority's waiting list is open, the Authority will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media and by other suitable means

- To reach persons who cannot read, the Authority will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The Authority will also utilize public service announcements
- The Authority will communicate the status of housing availability to other service providers in the community, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

Owner Outreach

- The Authority will make a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more attractive to owners. This includes informing participant owners of applicable legislative changes in program requirements
- The Authority encourages owners of decent, safe and sanitary housing units to lease to Section 8 families
- The Authority conducts periodic meetings with participating owners to improve owner relations and recruit new owners
- The Authority maintains a list of interested landlords/list of units available for the Section 8 program and updates this list. When listings from owners are received, they will be compiled by the Authority staff by bedroom size
- The Authority will maintain lists of available housing submitted by owners in all neighborhoods within the Authority's jurisdiction to ensure greater mobility and housing choice to very low income households. The lists of owners and units will be provided at the front desk, mailed upon request and provided at briefings
- Printed material is offered to acquaint owners and managers with the opportunities available under the program
- The Authority encourages program participation by owners of units located outside areas of poverty or minority concentration. The Authority periodically evaluates the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted

D. <u>Waiting Lists</u>

The wait list is closed but when opened, persons interested in applying for admission or obtaining more information about the Section 8 program may contact the Authority's main administrative office located at 150 Highland Avenue, Bridgeport Connecticut between the hours of 9 AM and 4 PM, Monday through Friday.

It is the BHA's objective to ensure that families are place in the proper order on the waiting list and selected from the waiting list for admission in accordance with the Section 8 Administrative Plan. By maintaining an accurate waiting list, the BHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

Applicants will be removed from the waiting list if:

- They fail to respond to an interview letter, submit current information to establish eligibility, and/or respond to update requests for information within (10) days
- All family members fail to properly document that they are citizens or legal non-citizens
- The family's income exceeds HUD's income limits
- A family moves and does not send in a change of address in writing. If this happens, the pre-application will be held for thirty (30) days after any notices mailed out and is returned to the BHA indicating the applicant moved. After thirty (30) days, the pre-application will be withdrawn
- A family does not have current utility service in their name. If this happens, they will be given thirty (30) days to establish active service. Failure to submit documentation verifying activation of utility service within thirty (30) days will result in the pre-application being withdrawn
- A family refuses the offer of a new Housing Choice Voucher
- Persons are convicted of manufacturing or producing methamphetamine on the premises of assisted housing.
- Eligible Pequonnock Apartment families who choose to accept replacement housing or those that choose to permanently move to public housing.

The BHA will conduct a criminal check with the local and State police departments on each applicant and participant member who is 18 years or older to verify if there is any criminal activity in the family and determine (continued) eligibility to participate in the Section 8 Program before admission.

When a change in family composition requires a larger voucher size and no funds are available, the family will be placed on a transfer list. Families will be selected from the transfer list before families are selected from the applicant waiting lists. This assures that families who are already in the program are in the appropriate sized units.

The Section 8 Tenant-Based Waiting List is not merged with any other program waiting list.

E. Search Time

The voucher is initially issued for 120 calendar days. The family must submit a Request for Approval of the Tenancy and Lease within the 120 day period unless an extension has been granted by the Authority. After the 120 days has elapsed and the family has not been successful in finding a unit, the Housing Choice Voucher may be extended for an additional 30 day increment, if requested in writing, and if extenuating circumstances can be documented. The maximum amount of search time shall not exceed 150 days for families; 180 days for disabled families if reasonable accommodations are being sought.

If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

The 30 days extension is permissible at the discretion of the Authority for these reasons:

- Extenuating circumstances such as hospitalization or a family emergency for an extended period of time that has affected the family's ability to find a unit within the initial sixty-day period
- The Authority is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the Authority, through the initial sixty-say period
- The family was prevented from finding a unit due to disability accessibility requirements or large size bedroom unit requirement
- If the vacancy rate for rental housing in the jurisdiction is less than 4%, extensions will be granted automatically on request up to a total of 90 days.
- The family was prevented from finding a unit due to encountering housing discrimination which is evidenced by an official complaint being filed with the CT Commission on Human Rights and Opportunities.
- To comply with the terms of the Pequonnock Apartment Settlement Agreement

If no extension is requested and the Housing Choice Voucher expires, the BHA will notify the family in writing that the application has been withdrawn and inform the family that they may reapply only if and when the BHA accepts applications.

F. Admissions Preferences

The Authority accepts applications from families whose head or spouse is at least 18 years of age or emancipated minors under State law. Each applicant is given equal preference status and is selected by date and time of application.

The Authority plans to exceed the Federal targeting requirement by targeting more than 75% of all new admissions to the Section 8 program to families at or below 30% of median area income. The annual income for admission to the Bridgeport Housing Authority's Section 8 program shall not exceed the *Very Low Income* limits established by HUD. The pool of applicant families on the BHA waiting list ensures that the BHA will meet income targeting requirements.

The following categories of applicant/participant families will not go on the Section 8 waiting list, but will be offered a voucher before an available voucher is issued to the next family on the Authority's waiting list:

- A participant family is living in a unit which is now overcrowded or under-occupied for its family size and is forced to move though no fault of their own
- A participant family who proves extenuating circumstances in their current living situation that places them in a life-threatening situation
- Lower income families who would be or are actually displaced by a government action
- Participants with a certificate or housing voucher who were admitted after June 30, 1984, and who want to move to another unit without assistance and whose income is greater than 50 percent MFI
- Eligible public housing disabled or handicapped applicants who are not 62 years or older upon authorization of the Authority's Executive Director
- Families who are displaced due to demolition of a low income public housing complex which will result in the current residents having to be relocated to alternative housing

- Single disabled non-elderly persons
- Families residing in a complex subject to a homeownership program
- Families residing in a multi-family rental housing complex which HUD sells, forecloses or demolishes
- Portability families from another jurisdiction holding a valid housing choice voucher.

Further information about the Section 8 admissions policies can be found in the Section 8 Administrative Plan.

G. Pequonnock Apartment Settlement Agreement

The Housing Authority, HUD, CT Legal Services, City of Bridgeport, and Pequonnock Resident Council entered into an agreement allowing 183 Section 8 vouchers to be administered by Family Services Woodfield. Details of the agreement and the exemptions to these vouchers are included as an attachment to the Annual and Five Year Plan Book.

Rent Determination Policies

Purpose and Intent

The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth in their Annual Plan "a statement of policies of the public housing agency governing rents charged for public housing units and rental contributions of families assisted under the Section 8 program." This statement must describe the Authority's basic discretionary policies that pertain to rents charged for public housing units, including applicable flat rents, and the rental contributions of families receiving tenant-based assistance. For tenant-based assistance, this statement shall cover any discretionary minimum tenant rent and payment standard policies. A comprehensive description of the Rent Determination Policies can be found in the Bridgeport Housing Authority's Public Housing Administrative Plan and the Section 8 Administrative Plan.

Rent Payment Standards – Public Housing

A. Minimum Rent

Section 507 of the Quality Housing and Work Responsibility Act requires a minimum rent payment in both the Public Housing and Section 8 Programs. The amount that best reflects the Authority's minimum rent payment is $50**.** The minimum rent refers to a minimum total tenant payment and not a minimum tenant rents. The Total Tenant Payment does not include charges for excess utility consumption or other charges. The Total Tenant Payment is the greater of:

- 30% of the adjusted monthly income or flat rent
- 10% of the monthly income
- The minimum rent as established by the Authority.

BHA recognizes that in some instances the minimum rent may create a financial hardship for families. The BHA will review all relevant circumstances and examine the following exemptions to the minimum rent. These exemptions follow the HUD criteria for financial hardship in which:

- The family has lost eligibility for or is awaiting 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 resident under the Immigration and Nationality Act who would be entitled to public benefits by for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996
- The family would be evicted as a result of the imposition of the minimum rent
- The income of the family has decreased because of changed circumstance, including the loss of employment, death in the family or other circumstances as determined by the PHA or HUD.

B. Ceiling Rents

The Authority does not administrate ceiling rents.

C. Flat Rents

The BHA will apply flat rents to all of its public housing units, using as a discounted rate of the current fair market rent for units comparable in size, location, quality, unit type, age, maintenance, utilities and amenities in the area in which each public housing development is located. The BHA will not set flat rents below the monthly operating cost to operate the units. The BHA uses the Bridgeport Section 8 Annual Rent Reasonableness Study of comparable housing to establish Fair Market Rents. See Admissions and Continued Occupancy Policy for the chart indicating the new flat rent chart. Notice will be given to households for comment prior to implementation.

PEQUONNOCK SECTION/LOWER WOOD AREA

Charles Greene Homes, Catherine Street, Calhoun Street, Harral Avenue, Highland Avenue, Madison Avenue, Pequonnock Towers, Sedgewick Avenue

Unit Type	Flat Rent
Efficiency/Studio	$413.00
One (1) Bedroom	$525.00
Two (2) Bedroom	$638.00
Three (3) Bedroom	$731.00
Four (4) Bedroom	$825.00
Five (5) + Bedroom	$949.00

SOUTH END/WEST END AREA

Marina Village, P.T. Barnum, and Pequonnock Apartments, Atlantic Avenue, Center Street, Charles Street, Elmwood Avenue, Grove Street, Iranistan Avenue, Norman Court, Park Avenue, West Liberty, and Wood Avenue, Poplar Street, Carleton Avenue

Unit Type	Flat Rent
Efficiency/Studio	$413.00
One (1) Bedroom	$525.00
Two (2) Bedroom	$638.00
Three (3) Bedroom	$713.00
Four (4) Bedroom	$825.00
Five (5) + Bedroom	$949.00

UPPER EAST SIDE/MILL HILL AVENUE AREA

Asylum Street, Bond Street, Boston Commons, Concord Street, Grant Street, Kings Bury Road, Kossuth Street, North Bishop Avenue, North Ridgefield Avenue, Ogden Street EXT, Pixlee Street, Prince Street, Priscilla Street, Sheridan Street, Stillman Street, Summerfield Avenue, Tudor Hill, Velvet Street

Unit Type	Flat Rent
Efficiency/Studio	$450.00
One (1) Bedroom	$563.50
Two (2) Bedroom	$683.00
Three (3) Bedroom	$750.00
Four (4) Bedroom	$874.00
Five (5) + Bedroom	$1005.00

LOWER EAST SIDE/EAST END AREA

Fireside Apartments and Harborview Towers, Beardsley Street, Cowles Street, Dekalb Avenue, Hewitt Street, Newfield Avenue, Sixth Street, Williston Street, Caroline Street, Cedar Street, East Main Street, Hallett Street, Marlboro Court, Nichols Street, Steuban Street, Water view Avenue, Pembroke II

Unit Type	Flat Rent
Efficiency/Studio	$413.00
One (1) Bedroom	$525.00
Two (2) Bedroom	$638.00
Three (3) Bedroom	$713.00
Four (4) Bedroom	$825.00
Five (5) + Bedroom	$949.00

RESERVOIR AREA

Trumbull Avenue, Alba Avenue, Alexander Avenue, Ezra Street, Garden Drive, Hawley Avenue, Houston Avenue, Lindley Street, Parrot Street, Salem Street, Sound view Avenue, Sunshine Circle

Unit Type	Flat Rent
Efficiency/Studio	$488.00
One (1) Bedroom	$600.00
Two (2) Bedroom	$728.00
Three (3) Bedroom	$806.00
Four (4) Bedroom	$926.00
Five (5) + Bedroom	$1065.00

NORTH END AREA

Clark Street, Woodside Avenue

Unit Type	Flat Rent
Efficiency/Studio	$488.00
One (1) Bedroom	$600.00
Two (2) Bedroom	$728.00
Three (3) Bedroom	$806.00
Four (4) Bedroom	$926.00
Five (5) + Bedroom	$1065.00

LOWER NORTH END AREA

Unit Type	Flat Rent
Efficiency/Studio	$450.00
One (1) Bedroom	$563.00
Two (2) Bedroom	$683.00
Three (3) Bedroom	$750.00
Four (4) Bedroom	$874.00
Five (5) + Bedroom	$1005.00

BLACK ROCK AREA

Belmont Avenue, Harbor Avenue, Scofield Avenue

Unit Type	Flat Rent
Efficiency/Studio	$488.00
One (1) Bedroom	$600.00
Two (2) Bedroom	$728.00
Three (3) Bedroom	$806.00
Four (4) Bedroom	$926.00
Five (5) Bedroom	$1065.00

D. Minimum Income

There is no minimum income requirement. Families that report zero (0) income will be required to provide information in a notarized letter regarding their means of basic subsistence, such as food, utilities, transportation, etc.

The BHA will request credit checks for all adult members of families that report zero (0) income. Where credit reports show credit accounts open and payments current, the BHA will take action to investigate the possibility of fraud or program abuse.

E. Rent Re-determinations

Between income reexaminations, tenants must report changes in income or family composition to the Authority such that the changes result in an adjustment to rent any time the family experiences an income increase or decrease. Households who choose flat rents will verify income once every three years. These families still need to come in annually to determine their family composition.

Rent Payment Standards – Section 8 Tenant Based Assistance

The minimum rent provisions of QHWRA also apply to the Section 8 Tenant-Based Program. All of the hardship exemptions discussed above also apply to Section 8.

The choice of rent system implemented in public housing is not applicable to Section 8. There is no flat rent provision for Section 8 participants to choose. As a matter of program design, ceiling rents are also not applicable to Section 8.

A. Payment Standards

The Authority's payment standard is currently at 110% of FMR. The BHA reviews the appropriateness of the Payment Standard annually when the FMR is published. The BHA recently approved a recommendation to reduce the payment standard from 110% currently to 100% due to the funding cuts. The BHA's position is to maintain as many voucher holders onto the program rather than raising the payment standards and cutting recipients.

The Authority uses the following factors in its assessment of the adequacy of its payment standard:

- Success rates of assisted families
- Rent burdens of assisted families
- Suitable vacant units available below the payment standard.

The Authority will comply with the Pequonnock Apartment Settlement Agreement in terms of the Payment Standards established and agreed upon by HUD, which are above 110% of FMR.

The BHA has selected its payment standard for the following reasons:

- The BHA has chosen to serve the same amount of families by lowering the payment standard
- The BHA desires to increase housing options for families
- As per HUD guidelines established for the Pequonnock Apartment Settlement Agreement

B. Minimum Rent

The minimum rent provisions of QHWRA also apply to the Section 8 Tenant-Based Program. For Section 8 project-based assistance, HUD has established a minimum rent of $50. The minimum rent refers to Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

The BHA has adopted the following guidelines for hardship exemptions for minimum rents when the participants have no income:

- Lost eligibility while waiting for a determination for Federal, state or local assistance programs
- Facing an eviction because of this hardship
- Income loss due to permanent disability
- Death of income provider (s) in household
- Other circumstances determined by the BHA or HUD.

All participants will be notified that they have a right to request a hardship exemption. Temporary hardship exemptions are good for 90 days but must be verified first.

C. Rent Reasonableness

All rents will be examined to determine reasonableness based on location, area, condition of unit, rents for both assisted and unassisted units in the vicinity and the amenities provided in the unit. Rents will also be compared to rental units already in the program to facilitate the BHA's determination of reasonableness and according to the Market Rent Survey, which will be updated annually. The survey compares units that are similar in construction, age, square footage, amenities, inclusion of utilities, and appliances. The rents are also compared as to how the rental amounts vary between the neighborhoods throughout the City of Bridgeport.

D. Pequonnock Apartment Settlement

The Pequonnock Apartment Settlement Agreement allows for 183 Section 8 vouchers with higher payment standards. The Authority will comply with the Pequonnock Apartment Settlement.

Operations and Management

Purpose and Intent

The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth in their Annual Plan "a statement of the rules, standards and policies of the public housing agency governing maintenance and management of housing owned, assisted, or operated by the public housing agency, and management of the public housing agency and programs of the public housing agency."

BHA Management Structure

Over 145 employees, both professional and technical, are currently employed by the BHA. In 1998, the Authority developed a Strategic Document that outlined a process that established specific organizational mission statements, goals and objectives for various departments and/or key personnel. Standards were incorporated for each goal and measurable benchmarks were established to review and monitor the success of each objective and goal. The flow chart on the following page outlines the key departments in the BHA organization.

A. Executive Office

The goals and objectives of the BHA Executive Office are as follows:

- Establish a more powerful internal and external communication system
- Modify existing organization structure and workforce roles and responsibilities to include acceptable productive and performance standards
- Enhance relationships with community organizations, Bridgeport residents, City officials, BHA residents, Federal officials, and news media
- Respond to and resolve all points of the Memorandum of Agreement and ensure that all departments work together to meet this objective
- Restore the BHA to standard performer then onto high performer
- Respond and close all audit findings (internal and external)
- Respond and resolve as many legal proceedings

B. Management Office

The goals and objectives of the BHA Management Office, which include Site Management Offices and Resident Selection Office, are as follows:

- Reduce vacancy rate and reduce unit turnaround time
- Respond timely to emergency work orders, routine maintenance work orders and preventative maintenance work orders
- Enforce Admissions and Continued Occupancy Policy and Lease
- Restructure the accounts receivable procedures to include a stronger enforcement process
- Maintain an appropriate level of productivity and accuracy
- Develop incentives to reduce move-outs in all sites
- Diversify the mix of families and income levels at each site

- Collaborate with the Chief of Security to increase safety
- Develop cost-saving ideas
- Work with the Community Affairs Department to link residents to social services within the community
- Promote self-sufficiency in the resident population.
- Respond to critical items identified under the Memorandum of Agreement with HUD

C. Security Office

The goals and objectives of the BHA Security Office are as follows:

- Define an effective public safety program in collaboration with thePolice Department
- Interface with the Executive Office and consultant in developing a security plan for the Authority's residents and properties
- Respond and work with legal counsel regarding legal proceedings pertaining to personal injury claims and lease enforcement issues
- Respond to critical items identified under the Memorandum of Agreement with HUD

D. Human Resource Department

The goals and objectives of the BHA Human Resource Department are as follows:

- Create a highly skilled, motivated and qualified workforce
- Modify existing organization structure and reinforce workforce roles and responsibilities to include acceptable productivity and performance standards
- Negotiate all intended/anticipated modifications relative to the bargaining agreements
- Create an employee recognition, measurement and incentive program
- Establish and maintain consistency in salary steps and ranges for union and non-union positions throughout BHA
- Facilitate diversity training, HTVN awareness, training workshops, conferences and seminars
- Create an Employee Assistance Program
- Utilize and improve internal staff communication
- Respond to critical items identified under the Memorandum of Agreement with HUD

E. Planning, Modernization and Development Department

The goals and objectives of the BHA Modernization Department are as follows:

- Continue to upgrade the existing housing stock as needed
- Work creatively with interested parties to establish a Master Development Plan with effective formulas for various mixed financed housing opportunities as it relates to the Father Panik Village replacement program and Marina Village revitalization
- Identify and develop replacement funding and other sources of revenue
- Develop a plan of action for the Replacement Housing Factor funds
- Utilize the Capital Fund Program to address physical deficiencies as noted in the REAC scoring system and identified in the Needs Assessment
- Procure a consultant to conduct an updated needs assessment that is site specific
- Integrate the activities of the Department to coincide with all related departments

- Determine the accurate count of all public housing sites and ensure that it coincides with Information and Technology Department, Property Management Department and Financing Department
- Respond to critical items identified under the Memorandum of Agreement with HUD
- Meet critical deadline thresholds for obligation requirements

F. Section 8 Department

The goals and objectives of the BHA Section 8 Department are as follows:

- Maintain the number of voucher recipients as much as possible
- Continue to enhance the relationship with property owners
- Work collaboratively with Resident Selection and Site Management to target qualified residents for other services
- Respond to critical items identified under the Memorandum of Agreement with HUD

H. Community Affairs Office

The goals and objectives of the BHA Community Affairs Office are as follows:

- Link and network with social service agencies to develop and implement programs for the residents
- Develop programs for residents that promote their self-sufficiency
- Develop and support youth programs that promote their physical, social, and mental growth
- Provide job training opportunities and link residents with jobs within the community
- Develop effective resident associations and useful training programs to encourage resident participation with BHA activities
- Respond to critical items identified under the Memorandum of Agreement with HUD

I. Information and Technology

The goals and objectives of the BHA Resident Selection Office are as follows:

- Continue to upgrade/update technology equipment (hardware and software)
- Continue to train staff
- Develop reporting systems and charts that define critical issues
- Work with all departments to ensure that the unit count is accurate and coincides with the PIC system

J. Procurement Department

The goals and objectives of the BHA Site Management Offices are as follows:

- Integrate the procurement activities of the Planning, Modernization and Development Department
- Procure services that support the operations and functions of the BHA
- Train staff procurement policies and procedures
- Track and maintain all procurement records

HUD Programs Under BHA Management

The following federal programs are administered by the BHA. This table highlights number of families expected to be served at the beginning of this fiscal year, as well as expected turnover expected in each program

HUD Programs

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	2419	200
Section 8 Vouchers	2738	5%
Special Purpose Voucher	259	0

BHA Management and Maintenance Policies

The following Bridgeport Housing Authority operations and management plans can be found as supporting documents to this Plan:

- Administrative Plan for the Section 8 Certificate and Voucher Programs
- Affirmative Marketing Policy and Statement of Procedures and Fair Housing Procedures
- Capitalization Policy
- Grievance Procedures
- Draft Section 32 Homeownership Plan
- Investment Policy
- Pet Policy
- Procurement Policy
- Admissions and Continued Occupancy Policy
- Rent Collection Policy
- Lease Form

Grievance Procedures

Purpose and Intent

The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth their Grievance Procedures in the Annual Plan. Statutes and regulations for both the Public Housing Program and the Tenant-Based Program require grievance procedures. The grievance procedures provide protection to residents and Section 8 participants that exceeds State law. It is a process housing authorities agree to follow to give residents extra protection under the 1937 Housing Act.

The BHA's Grievance Procedure has been recently updated to provide guidelines for management and residents in the just and effective settlement of grievances. The grievance procedure is attached to the Annual and Five Year Plan Book.

Capital Improvements

Purpose and Intent

The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth a Capital Improvement Plan in their Annual Plan. The Act says, "with respect to public housing projects owned, assisted or operated by the public housing agency, a plan describing the capital improvements is necessary to ensure long-term physical and social viability of the projects."

Capital Fund Program Funding – Five Year Action Plan

The Bridgeport Housing Authority, as a recipient of Comprehensive Grant Program (CGP) funds, is permitted to update and submit the CGP funding forms utilized for Capital Improvements. These HUD forms outline BHA's proposed activities for the coming years to ensure long-term physical and social viability of its public housing developments.

Attached to the Plan Template are the following CGP forms:

Annual and Five Year Plan Summary
Supporting Documents
Implementation Schedule
Optional Five Year Plan Summary and Work Activities

The Authority will no longer allocate half of its grant award towards the rehabilitation of Marina Village. The BHA must respond to the pressing needs of the other sites as it pertains to the the BHA's REAC scores and the physical needs assessment conducted in 2004. The following chart is a summary of our proposed expenditures for the 2005 grant.

Line Acct	Category	Notes	Allocated
1406	Operations	Operational support to cover operating expenses such as shortfalls, augmenting resident service components, security guard contracts, security equipment maintenance, pending emergencies, and funding reconciliation. Funds will be considered immediately obligated and expended.	$438,140
1408	Management Improvements	Expected work items: Energy Audit Inventory Control Information and Technology Upgrade Resident Programs Staff Training	 $100,000 $75,000 $42,627 $200,000 $25,000
1410	Administrative Costs	Modernization, Planning and Development Department and Pro-ration of salaried staff that support the department	$438,140
1430	Architect and Engineering Fees	For work products requiring technical expertise such as stair repairs, window replacement, canopy, landscaping, sidewalk repairs, heating system upgrades, roof replacements, elevator repairs, fire alarm system, etc	$438,140

1440	Acquisition	Warren Street upon HUD approval of property and other to be determined properties	$397,500
1450	Site improvements	Grounds and Building envelope work products such as gutters, leaders, landscaping, roof shingles, sidewalks/parking, fencing, playground, gate motor and security system	$476,860
1460	Dwelling structure	Work items include design demonstration for unit use, smoke detector covers, vacancy reduction, fire doors, kitchen upgrades, 504 compliance, window replacements, painting, screen doors, vinyl siding, walkway at Tudor Hill, bathroom upgrades, windbreaker, and electrical boxes	$605,000
1465	Dwelling equipment	Elevators at Harborview Towers and Charles Greene Homes, Heating system at Harborview Towers	$600,000
1470	Non-dwelling structure	Administration building improvements to include Main Admin Offices, Gary Crooks Center, Central Maintenance Warehouse, PT Barnum Site Manager's Office, Marina Village Site Manager's Office, and Warren Street construction	$510,000
1475	Non-dwelling equipment	Furnish service vehicles to four site: Marina Village, PT Barnum, Trumbull Gardens and Fireside Apartments	$25,000
1495	Relocation	Contingency for possible relocation due to modernization and/or development activity	$10,000
		Total	$4,381,407

The BHA also receives an allocation for the Replacement Housing Factor grant. The BHA is in its 2nd increment. The BHA intends to utilize the remaining funds of the 1st increment towards assessment and appraisal fees and for the acquisition of a property. The 2nd increment will be utilized towards development activities.

Mixed-Finance Development Activities

The BHA will be exploring mixed-financing development activities as a part of Father Panik replacement housing activities and rehabilitation of Marina Village.

Demolition and/or Disposition

Purpose and Intent

The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth in their Annual Plan a description of any public housing development owned by the agency for which the housing authority will apply to HUD for permission to demolish or dispose and a timetable for the demolition or disposition.

General Requirements for HUD Approval for Demolition or Disposition

Although demolition/disposition activity has always been permitted, HUD has only recently begun to actively pursue it as a management strategy option for Pubic Housing Authorities. This is due to the realization that some developments have difficulties associated not only with physical deterioration, but also with the overall deterioration of the surrounding community. 24 CFR Part 970.4 states the general requirements for HUD approval of applications for demolition or disposition.

A. Potential Reasons for Demolition/Disposition

Public Housing Authorities (PHAs) may decide to demolish or dispose of an entire development, or a portion of a development, for a variety of reasons, including:

- The costs associated with bringing the existing development into compliance with current standards are prohibitively expensive
- The location of the development is no longer conducive to residential use
- The land on which the development was built is sufficiently valuable so that the Housing Authority can replace the existing development with an improved development at no cost to HUD
- Demolishing or disposing of a portion of the development will allow the remaining portions of the development to be renewed and revitalized through the creation of improved circulation paths and/or the provision of other amenities
- Leasing the development to another party may be determined to be more cost-effective or efficient (note that a lease or more than one year is considered to be a disposition by HUD).

B. Resident Consultation/Offer of Sale

Resident consultation is required both at the development level and at the Housing Authority-wide level for all applications. A description of the manner in which resident consultation was accomplished must be included with the application. Copies of any written comments received, as well as the responses to those comments, must also be included with the application.

For most proposed disposition activities, the Housing Authority must offer the development, or the portion of the development affected by the proposed disposition activities, to the resident organization in place for that development.

C. Replacement Housing Plan

Replacement housing plans are no longer required as part of an application for Demolition or Disposition. However, the City of Bridgeport is expected to turn over 100 public housing units to the Authority over a period of five years in replacement of lost units from the Disposition of Pequonnock Apartments. In addition, we are almost complete in identifying the remaining 40 units for the Father Panik Village Replacement Program.

D. Local Approvals

Applications must receive formal approval from the Housing Authority's Board of Commissioners in the form of a resolution. The HA must have a letter from the local Mayor indicating the HA had consulted with the local unit of government over the proposed action.

E. Application Review and Approval

All completed applications are sent to the Special Applications Center in Chicago for review and approval. Applicants should also send a copy of the application to their local HUD field office to arrange an environmental review related to the application.

F. Demolition/Disposition Internet Submission System (DDISS)

The Demolition/Disposition Internet Submission System provides the means by which Housing Authorities may submit Demo/Dispo applications (HUD Form – 52860). The DDISS mission is to accelerate the Demo/Dispo process by reducing the time applications are in transit and limiting the number of errors that can occur by using on-line validation. To further speed the process, E-mail notification within the DDISS system will alert applicants and HUD staff when applications are submitted or returned.

Demolition and/or Disposition Requests

We intend to apply for Demolition activities at Marina Village as part of the rehabilitation of the remaining site. We have not determined specifically, which building will be demolished but the Authority will consult with the residents prior to doing so. Secondly, the Authority is requesting a negotiated demolition of Wayne Street, which is a fifteen unit uninhabitable complex, with the City of Bridgeport. The site has remained vacant for many years and has been deemed blighted. The City of Bridgeport offered to utilize demolition funds to support this activity. The BHA has not determined whether public housing will be developed at the site. The Authority received approval for the disposition of the 7 acre site at the former Father Panik Village to the City of Bridgeport and Board of Education to construct two new schools at the site. Additional planned demolition/disposition activities revolve around the financing structures to be developed for the Father Panik Village replacement program. Such sites, which may require disposition applications, include Park City Manor, Victorian Gardens, 10 acre site at Father Panik Village

and other vacant BHA owned properties. There are no specific details at this point but the BHA is leaving this option on the table.

Designated Public Housing

Purpose and Intent

The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth in their Annual Plan "with respect to public housing projects owned, assisted, or operated by the public housing agency, a description of any projects (or portions thereof) that the public housing agency has designated or will apply for designation for occupancy by elderly and disabled families in accordance with Section 7."

The designation of public housing for use by specific resident populations is authorized by the Housing Act of 1937, as amended. The resident populations for which all, or a portion of, a public housing development may be designated are elderly families, disabled families, and a combination of the two. PIH Notice 99-21 details the administrative steps necessary to designate all, or a portion of, a public housing development for use by one of these resident populations.

A housing authority may designate all, or a portion of, a public housing development for use by specific resident populations, provided that those residents are already eligible for occupancy in public housing, and provided that a Designated Housing Allocation Plan has been submitted by the PHA and has been approved by HUD.

The decision to reside in public housing is voluntary on the part of residents. No elderly family of disabled family can be required by a housing authority to reside in designated housing, and a family's decision not to reside in designated housing cannot adversely affect their eligibility for occupancy in another appropriate development or portion of a development.

BHA Designation Applications

At this time, the BHA has not applied for HUD approval 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.

However, the BHA plans to submit an allocation plan for Park City Manor as elderly only development.

Conversion of Public Housing

Purpose and Intent

The Quality Housing and Work Responsibility Act of 1998 established two types of conversions from public housing to vouchers – a mandatory conversion and a voluntary one. The QHWRA requires that housing authorities set forth in their Annual Plan:

- A description of any building or buildings that the public housing agency is required to convert to tenant-based assistance under Section 33 or that the public housing agency plans to voluntarily convert under Section 22
- An analysis of the projects or buildings required to be converted under Section 33
- A statement of the amount of assistance received under this Act to be used for rental assistance or other housing assistance in connection with such conversion.

None of the Authority's development or portions of developments have been identified by HUD or the Authority as covered under Section 202 of the HUD FY 1996 HUD Appropriations Act. Although the BHA will conduct an updated analysis of its inventory to determine if any would fit voluntary conversion requirements.

Homeownership

Purpose and Intent

The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth in their Annual Plan a description of any homeownership programs administered by the housing authority.

Section 32 and 5(h) Homeownership Program

The BHA has an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)). It is the intention of the BHA to structure the 5(h) Homeownership program in such a way is that it will allow BHA residents/participants an opportunity to become homeowners of scattered site developments. At this point, the BHA must review its previous intention of submitting a Section 32 homeownership program. Since 18 residents were admitted to Pembroke II under this possible option, the Authority must ensure that the program makes financial sense for the BHA and the applicant. Therefore, the BHA is not committing to the Section 32 program at this point.

In the meantime, the Authority will operate Pembroke 2 as a scattered site facility with special occupancy guidelines identified in the Authority's Admissions and Continued Occupancy Policy Chapter 4 Section S.

Community Service and Self-Sufficiency

Purpose and Intent

The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth in their Annual Plan a description of:

- Any programs pertaining to services and amenities provided or offered to assisted families
- Any policies or programs of the public housing agency for the enhancement of the economic and social self-sufficiency of assisted families
- How the public housing agency will comply with the requirements of Subsections (c) and (d) of Section 12 relating to community service and treatment of income changes resulting from welfare program requirements.

Community Service and Self-sufficiency General Policy

The program requires a minimum of two full time staff to implement and monitor. The Authority will comply with the community service requirement subject to funding availability from HUD.

The Authority will operate within the following guidelines:

All adult (nonexempt) residents of public housing must perform an average of 8 hours per month of community service or participate in an economic self-sufficiency program for 8 hours per month or a combination of each activity for a total average of 8 hours a month or a total of 96 hours per year.

The Authority exempts adult resident who are elderly, blind or disabled preventing them from participating, a primary caretaker of such an individual, exempt from work by the State, receiving assistance and in compliance with State or TANF requirements, or is gainfully employed. The adult resident is exempt if they are already participating in community service and/or self-sufficiency activities as defined below.

Work activities include unsubsidized or subsidized employment, work experience if sufficient private sector employment is not available, on-the-job training, job search or job readiness assistance, community service programs, vocational educational training (not to exceed 12 months for any individual), and/or job skills training directly related to employment.

1. COMMUNITY SERVICE ACTIVITIES

   The Authority will give residents the greatest amount of community service activities possible for participation. The Authority will inform residents of volunteer opportunities in the community annually, during any changes in the household, and during admissions. Community service activities can include, but not limited to, physical improvement of the

community, volunteer work in schools, child-care centers, hospitals, homeless shelters, or other social service organizations.

Political activity cannot be considered community service. The Authority will not replace BHA employees with community service residents.

2. SELF-SUFFICIENCY ACTIVITIES

The self-sufficiency program is defined as any program designed to encourage, develop, assist, train, or facilitate economic independence or to provide work for our public housing residents. These activities may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health counseling and treatment).

3. LEASE REQUIREMENTS

The BHA reserves the right to not renew the household's lease should they fail to comply with the community service requirement. Failure to complete the 96 hours per year will carry over to the following year. Households must enter into an agreement to complete them. Should the household continue to fail the requirement, the Authority will exercise its right not to renew the household's lease. Further non-compliance (i.e. one adult member not meeting requirement, two years of non-participation) may result in eviction.

4. ADMINISTRATION OF PROGRAM AND REQUIREMENTS

The Department of Social Services (DSS) has partnered with the Authority to provide information regarding eligibility of public housing residents receiving assistance. DSS will verify the number of people on public assistance and also provide the number of months they have remaining on their eligibility.

The Authority will initially identify residents paying minimum rent. The Community Affairs Department will provide an assessment to determine exemption or non-exemption. The Counselor will then develop a plan of action identifying their needs and course of action to comply with the requirements should they be identified as non-exempt.

Subsequently, the Authority will continue to identify non-exempt residents annually during their re-certification, intermittently as households' request changes, during new admissions, and/or as identified by DSS as non-exempt. The Authority reserves the right to change exemption status during the year should they become exempt or non-exempt.

The Authority will provide residents with a Community Service Verification Form that should be completed wherever they perform community service. The Authority will identify a point person from that organization as the sole verifier. That person's signature must be on the form. The resident must turn in their verification forms monthly to the

Community Affairs Counselor, during their visits, and/or the Site Manager. The Counselor may verify the validity of the signatures. The Verification Forms will remain in the residents' file.

5. NOTIFICATION PROCESS

All new residents, during admissions, will be informed of this requirement. Their status will be determined annually during their re-certification and during any changes in the household.

Current residents will be notified annually by, but not limited to, mail, flyers, closed-circuit television, monthly and quarterly mailers, public access television, and public meetings.

The Authority will periodically inform all social service agencies, churches, and local board of education of the service requirements and to identify point persons for verifications. All organizations providing the community service activity must comply with the Authority's non-discrimination policy.

Self-sufficiency Activities

The self-sufficiency program is defined as any program designed to encourage, develop, assist, train, or facilitate economic independence or to provide work for our public housing residents. These activities may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health counseling and treatment).

Youth Programs

The BHA intends to support youth programs that promote their physical, social and mental growth; either through partnerships or in-house activities.

Safety and Crime Prevention

Purpose and Intent

The Quality Housing and Work Responsibility Act of 1998 requires all standard, troubled and housing authorities at risk of being designated troubled to develop safety and crime prevention objectives and standards. The objectives and standards must be established in consultation with the local police department and include the following elements:

- Measures to ensure the safety of public housing residents on a project by project basis
- A description of the need for measures to ensure the safety of public housing residents and for crime prevention measures. It shall describe any such activities conducted or to be conducted by the Authority and provide for coordination between the Authority and the appropriate police precincts for carrying out such measures.

Need for Measures to Ensure the Safety of Public Housing Residents

The following activities within BHA housing communities describe the need for measures to ensure the safety of public housing residents:

- Incidence of violent and/or drug-related crime in some or all of the Authority's developments
- Incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the Authority's developments
- Residents fearful for their safety and/or the safety of their children
- Incidence of non-violent crime, including 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.

The BHA is specifically concerned with illegal crime and drug activity specifically around Marina Village, P.T. Barnum, Charles F. Greene Homes, and Trumbull Gardens.

BHA Plan for Addressing the Problem of Drug Related Violent Crime

The BHA plan to address its drug-related crime problem is simple and direct – enforcement and prevention. After examining several potential courses of action, the BHA became convinced that most initiatives, such as counseling, job training and recreation programs would not be effective until the neighborhood becomes safe for its residents.

The BHA is reviewing its contract with the City and the Police Department for the Housing Police Unit, wherein officers patrol three of our largest complexes. The BHA is not determined if it should continue the contract to the same degree or at a negotiated level. This issue is to be determined. In the meantime, additional private security is contracted to secure our elderly complexes.

The goals, objectives and anticipated outcomes of this funding are illustrated in the following chart.

Goals and Objectives of Safety and Crime Prevention

Goal	Objective	Anticipated Outcome
Reduce signs of outdoor drug trafficking and related crime activities at complexes	Increase Housing Police Unit Maintain security guards in elderly complexes	Reduction of arrests on BHA property by at least 10 percent/year, with a reduction of 50 percent by 2005
Reduce traffic around complexes with drug-related problems	Enforce no-loitering around complexes	Reduce and/or intimidate those who frequent complexes for illegal purposes
Coordinate activities between BHA Chief of Security and the Bridgeport Police Department	Increase and scatter timing of police presence to deter the criminal element	Reduce presence of drug dealers who will not be able to determine the pattern of police presence and remove their market from BHA property
Reduce the number of stolen vehicles on BHA property	Increase police presence to deter thieves from bringing stolen cars onto BHA property for fear of quick recovery and apprehension	Reduce the number of stolen vehicles found on BHA property by 5 percent a year
Provide the residents with more secured living environment	Increase communication between Housing Police Unit and residents to report illicit activities	Act as a catalyst in changing residents' attitudes from one of passive behavior to one of pro-active behavior in deterring crime; reduce the vacancy rate by 10 percent/year in complexes that have high drug trafficking
Reduce outdoor drug trafficking and other drug-related crimes	Install security lighting at Green Homes and Marina Village	Reduce arrests on BHA property by 10 percent/year

To aid in the prevention of drug-related violent crime, the Authority is encouraging all eligible residents of public housing to participate in our pre-employment training to reduce inactive individuals who may get into illegal activity. Other incentives include scholarship and financial aid assistance to residents from the pubic housing community, young or old, who are interested in enrolling in a recognized vocational training program or a four-year or two-year institution of higher learning.

FY 2005 Crime and Drug Prevention Activities Planned by the BHA

The Authority recently hired a security consultant to conduct a review and analysis of the heatlh and safety security issues occurring at all our sites. Upon completion of this review and analysis,

we will be provided a report, which will outline a new Security Plan for the BHA. Upon receipt of this plan, the BHA will forward it to HUD.

Pet Policy

This policy was developed after weighing and balancing the interests of Bridgeport Housing Authority's (BHA) residents, BHA management and its communities surrounding BHA's developments and dispersed housing. In accordance with Federal regulations, the BHA will permit pet(s) in specified dwelling sites in accordance with this policy. No exotic, wild or dangerous animals, snakes, farm animals to include chicken and roosters or any other animal not permitted in residential units by state or local laws, ordinances or this policy may be kept by residents.

Public housing residents living in determined site (see Section 3) are permitted to keep no more than 1 dog or 1 cat per unit. The site restrictions do not apply to service animals that assist persons with disabilities, or service animals that accompany visitors to the developments, or elderly residents requiring the companionship of an animal.

A. REGISTRATION AND APPROVAL

1. Criteria Prior to Admittance

Request for permission to have a pet(s) must be submitted, and written approval from BHA must be received, PRIOR to admittance of pet(s) into the unit. The applicant must provide the Site Manager proof of ownership, the pet's good health and suitability under the standards set forth in these rules and regulations (Exhibit A), proof of the animal's licensing, vaccination, neutering/spaying and paws de-clawed records, in accordance with state and local laws, etc. (Exhibit B). The licensing and vaccinations must be renewed at the time of resident's re-examination. All licenses and tags must be current. The applicant will be required to complete the following forms:

- Pet Information (see Exhibit A)
- Veterinarian Certification (see Exhibit B)

Upon written approval by the Housing Authority, the resident pet owner and BHA must enter into a "Pet Agreement" (Exhibit C) and sign an “Affidavit” (Exhibit D) indicating their understanding of the Pet Policy and their responsibilities before the dog is permitted on the premises and/or the dwelling unit. All pets must be photographed by the Authority.

2. Vaccination Requirements

Dogs and cats must have the proper inoculations required by law, and certified by a veterinarian licensed to practice in the State of Connecticut.

All resident pet owners shall attach a tag to the dog or cat's collar showing that the animal has been inoculated with anti-rabies vaccine and has been properly licensed. The dog and cat shall wear the collar at all times.

B. DEFINITIONS

A common household "pet" shall mean a domestic animal as defined under state and local law, rule, and ordinance, including dogs, cats, birds, fish, rabbits or rodents such as gerbil, hamster, or mouse. However, the Authority will not allow residents to own, possess or keep a pit bull, german shepherds, doberman pinchers, american bulldog, rottweiler, and chow. Common household pets shall not include ferrets, monkeys, farm animals, and snakes or other reptiles other than turtles.

A "service animal" shall mean an animal, which has been trained and certified to provide services to an individual with a disability.

A "dangerous dog" shall mean any dog with a known propensity or disposition to attack, to cause injury to or to otherwise endanger the safety of humans or other domestic animals within, on, or around the development, or any dog that attacks or bites any person or domestic animals within, on, or around the development.

BHA means the Housing Authority of the City Bridgeport, its commissioners, officers, employees, servants and agents.

A “farm animal” may include but is not limited to chickens, roosters, goats, pigs, horses, cows.

A "common area" means any area to which all residents have access and is not under the direct control of any individual resident (i.e. community rooms, lobby, laundry rooms).

C. SITE RESTRICTIONS

The Authority recognizes the limited private areas for the following sites and has restricted approval of dogs, except for service animals and pets for elderly; however, cats and other pets are allowable:

1. Charles Greene Homes
2. PT Barnum Apartments
3. Harborview Towers
4. Trumbull Gardens Building 11
5. Poplar Street Apartments
6. Bond Street Apartments
7. Boston Commons

D. PET DENSITY

1. No more than one dog or one cat may be kept in any unit.
2. No more than two small, caged birds may be kept in any unit.
3. An aquarium for fish may not exceed twenty (20) gallons.
4. No more than two (2) small animals, i.e. gerbil or hamster, may be kept in any unit. Small animals must be kept in a cage.

E. SIZE

No pet's mature growth shall exceed 18 inches in height, measured from ground to shoulder, nor weigh more than 30 pounds.

F. PET DEPOSIT AND FEES

1. A refundable pet deposit of $200 will be charged for each dwelling unit where a dog and cat resides. The BHA will place the deposit in an escrow account. The unused portion of the pet deposit will be refunded to the resident along with any accrued interest, within a reasonable time but not more than 30 calendar days after the resident moves from the development or no longer owns or has a pet present in the dwelling unit. The BHA reserves the right to change this deposit amount at any time, consistent with Federal guidelines.

2. Resident pet owner's liability for damages caused by his/her pet is not limited to the amount of the pet deposit and the resident will be required to reimburse BHA for the actual cost of any and all damages caused by his/her pet where they exceed the amount of the pet deposit.

3. If BHA has to remove any pet waste from the resident pet owner's unit, yard, porch or other area which is for the exclusive use of the resident or from the common areas, a twenty-five dollar ($25) charge will be made per removal. Repeated violations, three in a one-year period, will necessitate the resident pet owner removing the pet permanently from the premises. Failure to comply may result in termination of the resident's Dwelling Lease.

4. Upon move-out, units occupied by a cat or dog will be inspected by the Site Manager for any infestation or other damage resulting from the pet. If the unit is found to be infested, the extermination charge will be the responsibility of the resident pet owner. The charges shall be deducted from the pet deposit. If charges exceed the pet deposit, the resident pet owner will be billed and must pay within 30 days of receipt of the bill. The resident is permitted, and encouraged, to be present for any and all inspections.

G. PET RULES

1. Dogs, Cats and Other Animals

A. Dogs, cats and other animals shall be maintained within the resident pet owner's unit. When dogs or cats are outside of the unit, they shall be kept on a hand-held leash, cord or chain no longer than six (6) feet and under control at all times. Under no circumstances shall any dog, cat or other animal be permitted to run loose in any common area. A dog shall be deemed running loose when it is on the premises of the resident pet owner, possessor or keeper, but is confined in such a way as to allow the dog to have access to the public right of way.

B. The unit must be kept free of odors and maintained in a clean and sanitary condition. All animal waste or litter from a cat litter box and cages must be removed daily and disposed of in sealed plastic trash bags and placed in the trash bins. Under no circumstances should any waste be stored in the unit.

C. Resident pet owners agree to be responsible for immediately cleaning up any waste, dirt, etc. caused by their pet in the common area, public right of way, and their unit. Resident pet owners shall also be responsible for immediately removing and properly disposing of any pet excreta, feces, urine, etc. Animal excrement shall be placed in a closed plastic bag or other closed or airtight nonporous container.

D. If BHA has to remove any pet waste from the resident pet owner's unit, yard, porch or other area which is for the exclusive use of the resident or from the common areas, a twenty-five dollar ($25) charge will be made per removal. Repeated violations, three in a one-year period, will necessitate the resident pet owner removing the pet permanently from the premises. Failure to comply may result in termination of the resident's Dwelling Lease.

E. THE BHA IS NOT RESPONSIBLE FOR ANY ACTION, INJURIES OR DAMAGES CAUSED BY ANY RESIDENT'S PET. A PET IS THE SOLE RESPONSIBILITY OF THE PET OWNER. BHA ASSUMES NO LIABILITY FOR FAILURE OF THE RESIDENT PET OWNER TO CONTROL THE PET. ANY INJURY OR HARM TO OTHER PERSONS, PETS OR PROPERTY IS THE SOLE RESPONSIBILITY AND LIABILITY OF THE RESIDENT PET OWNER. IT IS RECOMMENDED THAT RESIDENT PET OWNERS PURCHASE LIABILITY INSURANCE FOR THIS PURPOSE.

F. Resident pet owners agree to control the noise of their pet(s) such that it does not constitute a nuisance to any other residents, neighbors or people living in the immediate vicinity of the development or dispersed unit. Failure to control pet noise may result in the permanent removal of the pet from the premises. ANY PET WHICH CAUSES UNPROVOKED BODILY INJURY TO ANY RESIDENT, GUEST, STAFF MEMBER, NEIGHBOR OR ANYONE LAWFULLY ON THE PREMISES SHALL BE IMMEDIATELY AND PERMANENTLY REMOVED FROM THE PREMISES, BY THE PROPER AUTHORITIES WITHOUT PRIOR NOTIFICATION.

G. No dog or cat shall be left unattended in any unit for longer than twelve (12) hours. All other animals shall not be left unattended for more than twenty-four (24) hours.

H. All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for their pets. Pets which appear to be poorly cared for or which are left unattended for longer than limits indicated in G above will be reported to the appropriate authority and removed from the premises at the resident pet owner's expense.

I. The resident pet owner shall submit to the development office the names, addresses and telephone numbers of two responsible parties (not living at the same address) who will care for the pet if the resident pet owner, for any reason, is unable to care for the pet. In the event the person is unable or unwilling to accept responsibilitv, the resident pet owner authorizes the BHA to contact state or local authorities, to enter the unit, remove the pet and place it with such authorities. The BHA will inform the resident pet owner where the pet has been placed. Resident pet owner will have to arrange for return of the pet. BHA will not be responsible for the well-being of the pet or costs incurred, such charges will be paid by the resident pet owner.

J. In the event of the death of a pet, the pet must be disposed of pursuant to local ordinances. Dead Animal Collection for the City of Bridgeport should be contacted at 203-576-7751 Resident pet owner shall not bury the pet on BHA property or dispose of it in any manner inconsistent with local ordinances.

K. In the event of the death of the pet while the resident pet owner is unable to care for the pet, the resident pet owner agrees that BHA shall have discretion to dispose of the pet consistent with state and local guidelines if the responsible parties listed on Exhibit A are unwilling to take responsibility, or if written instructions with respect to such disposal are not provided to the site office in advance by the resident pet owner. Charges for disposal shall be assessed to the resident as damages and will be deducted from the pet deposit.

L. Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets and/or are easily frightened by such pets. The resident, therefore, agrees to exercise common sense and common courtesy with respect to the other resident's right to peaceful and quiet enjoyment of the premises.

   If using common laundry facilities, it is recommended that the resident pet owner run an additional wash cycle and clean out all filters before leaving the laundry room.

M. After proper written notification, BHA may require the removal of the pet from the premises on a permanent or temporary basis, in BHA's sole discretion, for the following reasons, by way of illustration not limitation:

   a. Excessive pet noise or odor after being advised by BHA.
   b. Unruly, intimidating or dangerous behavior.
   c. Excessive damage of the resident's dwelling unit and/or development common areas and/or neighbor's property or people living in the immediate vicinity of the property.
   d. Repeated problems with the pet or any infestation.
   e. Failure of the resident to provide for adequate care of his/her pet.
   f. Leaving a pet unattended for more than the allowed time period.
   g. Failure of the resident to provide adequate and appropriate vaccination of the pet.
   h. Resident's death, serious illness and/or refusal to care for the pet.
   i. Failure to properly clean up after the pet.
   j. Failure to remove the pet will result in a fine of $25 per day and may result in termination of the resident's Dwelling Lease. After removal of a pet from the premises pursuant to this paragraph, BHA may determine on a case-by-case basis whether the removal of the pet will result in a permanent ban on the pet ownership by the resident.

N. In the event of an emergency, the resident pet owner gives BHA permission to remove the pet or have it removed from the premises immediately for serious problems including, but not limited to, the following:

   a. Pet becomes vicious.
   b. Pet displays symptoms of serious illness.

c. Pet demonstrates other behavior that constitutes an immediate threat to the health and safety of a resident, guest, staff member, neighbor, other person authorized to be on the premises or people living in the immediate vicinity of the development.

O. With the exception of a service animal that assists a person with disabilities, pets of visitors/guests are strictly prohibited from entering property.

P. "Pet sitting" is not permitted for any pet not already residing within the same development and meeting the requirements of this pet policy, state law, or local laws and ordinances.

2. Birds

A. Birds must be kept caged at all times.
B. Cages must be cleaned not less than twice a week. Waste must be disposed of in sealed trash bags and placed in the trash bin. Litter shall not be flushed down the toilet.

3. Fish

A. The aquarium shall not exceed twenty (20) gallons and shall be placed on appropriately sized stand in a safe location within the unit.
B. Water damage to walls, carpets, flooring or the ceiling of the unit below caused by breakage or spillage of or from the aquarium shall be the responsibility of the resident pet owner who shall be billed for actual repair costs, as required.

4. Other Animals

A. Animals of the rodent family (i.e. hamsters and gerbils) must be kept caged at all times.
B. Cages must be kept clean.
C. Any other issues such as noise, odor and behavior apply the same as for dogs and cats.

H. NOTIFICATION POLICY

In the event that any resident pet owner violates these pet rules and policy, BHA shall provide written notice of such violations as follows:

1. Creation of a Nuisance

The owner of any pet which creates a nuisance within, on around the development and/or neighborhood or causes excessive noise, odor, unruly or dangerous behavior shall be notified of such nuisance in writing by management and shall be given three (3) days to correct such nuisance. Failure to comply may result in removal of the pet and/or termination of the resident pet owner's Dwelling Lease. If the resident pet owner disagrees, they may request a hearing in accordance with the BHA Grievance Procedure.

2. Dangerous Behavior

A. BHA shall provide written notification to the resident pet owner of dangerous behavior and the resident pet owner shall have three (3) days to correct the animal's behavior. It is the responsibility of the resident pet owner to correct the violation. Failure to comply will result in the removal of the pet and/or termination of the pet owner's Dwelling Lease. If the resident pet owner disagrees, they may request a hearing in accordance with the BHA’s Grievance Procedure.

B. Any pet which causes unprovoked physical harm to any resident, guest, staff member, neighbor or people living in the immediate vicinity of the development or other authorized person present within, on or around the development shall be immediately removed from the premises by BHA without prior written notice to the resident pet owner of the action and location of the pet.

3. Lease Termination

   Households who fail to comply with the terms of this policy will be subject to lease termination action according to the Authority's Admissions and Continued Occupancy Policy statement (Chapter 7 Section M) and process of legal notices.

I. INSPECTION POLICY

1. BHA is given permission to enter the resident pet owner's unit for the purpose of inspection if the BHA receives a signed written complaint, or if BHA staff feels the behavior or condition of the pet(s) or resident pet owner warrants same. The inspection will be made during reasonable hours, after proper notice has been given to the pet owner (48 hours' notice). In an emergency situation, entry will be made immediately. Notice will be given the resident pet owner at such emergency entry, giving the reason for such entry.

2. Resident pet owner must be available to physically control his/her pet during the times when BHA employees, agents of BHA or others must enter the unit to conduct housekeeping and preventative maintenance inspections, provide services such as routine work orders or such other times identified in the lease.

EXHIBIT A
Pet Information

This document must be completely filled out and a side-view picture of the pet must be attached before submitting to management. Written approval from BHA must be received before the pet is permitted on the premises and/or in the Dwelling Unit.

Name of Owners:_____

Address:_____

Telephone Number (Work):_____ (Home):_____

Pet Description: Name_____ Breed_____

Age_____

When Full Grown: Weight_____ Markings_____

Height_____

License No._____ Tag Info._____
Flea Collar: Yes_____ No_____
Picture of Pet: Yes_____ No_____

If your pet is a cat, has it been de-clawed? Yes_____ No_____

Is dog/cat neutered/spayed? Yes_____ No_____

Veterinarian's Name:_____

Address:_____

Telephone Number_____

Parties to assume responsibility if you are unable to do so:

(1) Name(s)_____

Address_____

Telephone Number (Work)_____ (Home)_____

(2) Names(s)_____

Address:_____

Telephone Number (Work)_____ (Home)_____

EXHIBIT B
Veterinarian's Certification

Pet Owner's Name:_____

Veterinarian's Name:_____

Address:_____

Telephone Number:_____

Animal's Name:_____ Age_____

Animal's Breed:_____
Weight_____

Is the animal in good health? Yes_____ No_____

Is the animal suitable as a pet? Yes_____ No_____

TREATMENT:	DATE:
Parvovirus	_____
Distemper	_____
Rabies	_____
Heartworm	_____
Spay/Neuter	_____
Other	_____

COMMENTS:_____

_____

_____

_____

_____

_____ _____
Veterinarian's Signature Date

EXHIBIT C
Pet Agreement

This agreement, entered into this_____day of_____,_____ by and between the Housing Authority of the City of Bridgeport (BHA) and_____ (Resident), collectively referred to as "the Parties. " In consideration of their mutual promises the Parties agree as follows:

1. Resident desires and has received permission from BHA to keep the pet named _____and described as _____in the dwelling unit.

2. This Agreement is an Addendum to and part of the Dwelling Lease between BHA and Resident executed on_____. In the event of default by Resident of any of the terms of this Agreement and all succeeding leases, Resident agrees, upon written notice of default from BHA to cure the default within the stated time and/or remove the pet and/or vacate the premises. Resident agrees that BHA may revoke the permission to keep said pet on the premises by giving Resident written notice.

3. Resident agrees to pay BHA a refundable deposit for cats and dogs in the sum of $200, BHA may use this deposit as is reasonably necessary to take care of any damages or cleaning caused by or in connection with said pet. At the termination of this Agreement, any balance shall be refunded within thirty (30) business days to the Resident. Resident agrees to pay BHA for any damages caused by the pet in excess of the security deposit on demand by BHA. Resident also agrees to pay other fees associated with the Pet Policy for damages and non-curbing of pets. The pet deposit must be paid prior to the pet being brought into the unit.

4. Resident agrees to comply with:

   A. The Pet Policy

   B. All other applicable government law and regulations such as but not limited to licensing.

5. Resident represents that the pet is quiet and housebroken, and will not cause any damage to property or annoy other residents.

6. Resident agrees that the pet will not be permitted outside the resident 's unit unless restrained by a leash, cord or chain. Use of the grounds or premises of BHA for sanitary purposes is prohibited except as posted.

7. Resident shall not permit the pet to cause any damage, discomfort, annoyance, nuisance, or in any way to inconvenience or cause complaints from any other resident, staff, or neighbor. Any soiling created by the pet shall be immediately cleaned up by Resident. If management has to remove any waste from any pet, a twenty-five dollar ($25) charge will be made. Repeated violations (three) will necessitate removal of the pet permanently from the premises or failure to comply may result in termination of the dwelling lease.

8. Resident agrees to immediately remedy any emergency situations involving pet, (e.g., attack by pet on staff member, another resident, or a guest) as BHA determines. Resident agrees to remedy any nuisance or dangerous behavior within three (3) days.

9. Resident will be financially responsible for any flea or other insect infestation that affects his/her own or adjacent units as a result of his/her pet.

10. Any pet left unattended for twelve (12) hours or more or whose health is jeopardized by the Resident's neglect, mistreatment, or inability to care for the animal shall be reported to the appropriate authority. Such circumstances shall be deemed an emergency for the purposes of BHA removing the animal from the premises. BHA accepts no responsibility for any pet so removed.

11. Resident agrees to maintain the pet(s) in a healthy condition and to update the Pet Information Form on an annual basis at the time of re-examination.

12. Resident agrees that BHA is in no way responsible nor liable for any action, injuries, or damages caused by the resident pet owner's pet. Nor is BHA responsible for the safekeeping or well-being of the pet. A pet is the sole responsibility and obligation of the resident pet owner.

13. Resident has read and agrees to comply with the Pet Policies which are herein incorporated by reference and agrees to comply with such rules and regulation as that are adopted from time to time by BHA in the future.

_____	_____
Manager	Resident
_____	_____
	Resident
_____	_____
Date	Date

EXHIBIT D
Affidavit

I have read and understand the Family Housing Pet Policy, Pet Agreement, Pet Information and Veterinarian's Certificate of the Bridgeport Housing Authority and agree to comply fully with their provisions. I understand that failure to comply may constitute reason for removal of my pet. If required by management to remove my pet from the premises, I agree to immediately remove any pet and I understand that my failure to do so may constitute grounds for eviction.

I have read and understand the Connecticut State Statute regarding pet ownership. I agree to comply fully with their provisions. I understand that failure to comply with State regulations may constitute fines and removal of my pet.

_____ _____
Resident Unit Number

_____
Resident

_____
Address

The above-named resident(s) has read and signed the rules in my presence.

BRIDGEPORT HOUSING AUTHORITY

_____
Site Manager

_____
Date

Civil Rights Certification

Purpose and Intent

The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth in their Annual Plan a certification that their housing authority will carry out their Agency Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Authority Certification of Compliance with the PHA Plans and Related Regulations

The Bridgeport Housing Authority's Certifications of Compliance and Board Resolution to approve the PHA Plan is part of the template. See Annual Plan Template

Annual Audit

Purpose and Intent

The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth in their Annual Plan the most recent fiscal year audit of the agency.

Fiscal Audit

The Authority is required to have an audit conducted under Section 5(h)(2) of the US Housing Act of 1937. An audit was completed and submitted to REAC in June 2003. Eight findings were identified.

Asset Management

Purpose and Intent

The Quality Housing and Work Responsibility Act of 1998 requires that housing authorities set forth in their Annual Plan a "statement of how the agency will carry out its management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory."

BHA Asset Management

At this time, the BHA is not engaging in any activities that will contribute to the long-term asset management of its public housing stock that have not been addressed elsewhere in this Plan.

Other Information

Resident Advisory Board and Local Resident Sites

Attached to this plan are the resident meeting attendance records and meeting notes. Additional comments are included from CT Legal Services and Bridgeport Child Advocacy Coalition.

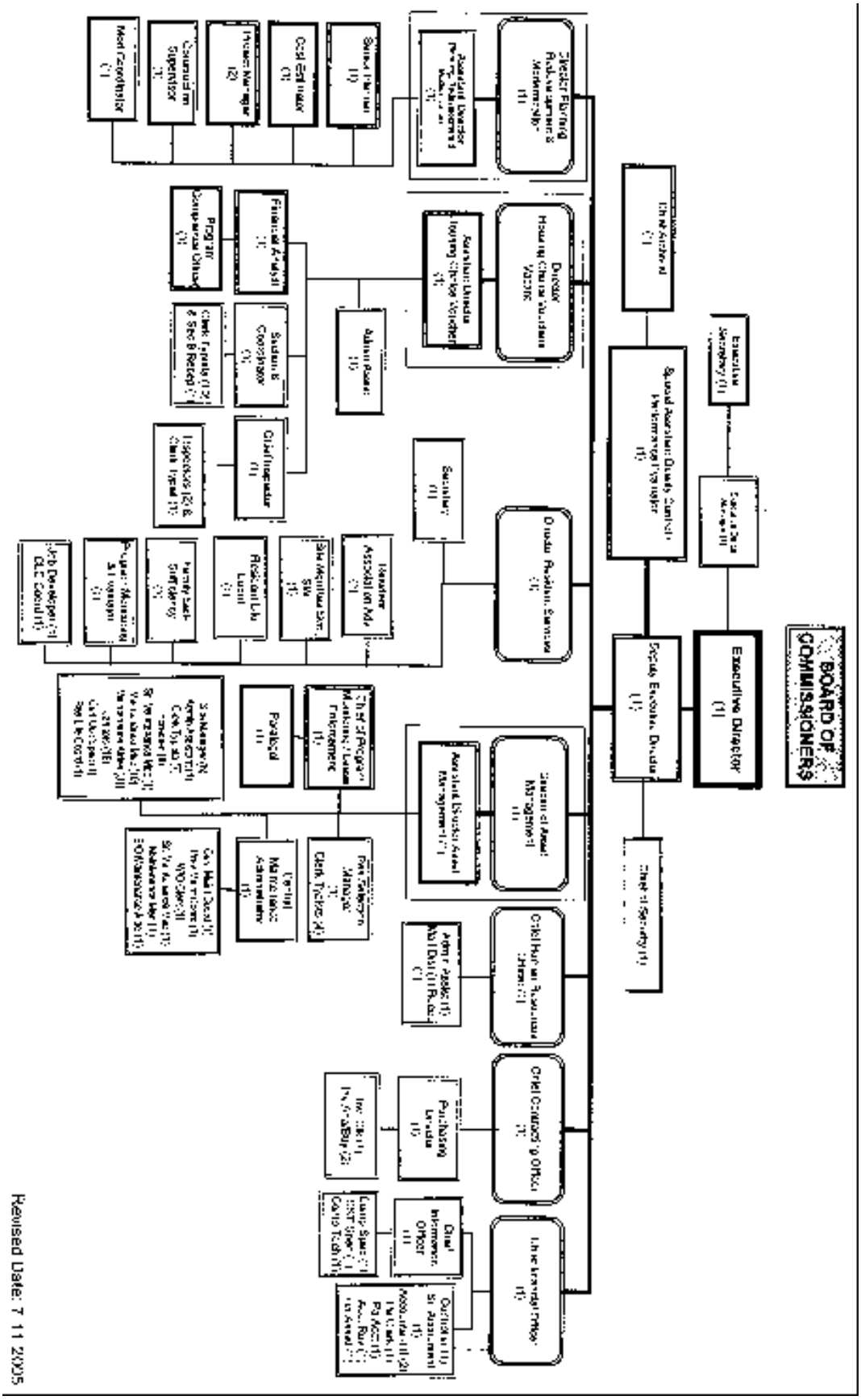
Statement of Consistency with the Consolidated Plan

The BHA's Consolidated Plan jurisdiction is the City of Bridgeport. The BHA based its statement of needs of families partially on the needs expressed in the Consolidated Plan and consulted the Consolidated Plan agency during the development of this Plan. The Consolidated Plan Certification can be found in the Annual Plan Template.

Substantial Deviation/Substantial Amendment

The Housing Authority is complying with HUD's default definition of substantial deviation or significant amendment to the Annual Plan; which is as follows:

- Changes to rent or admissions policies or organization of the wait list
- Additions to non-emergency work items or change in the use of replacement reserve funds under the Capital Fund
- Any change with regard to demolition, designation, homeownership programs or conversion activities


BOARD OF COMMISSIONERS
Executive Director
Deputy Executive Director
Chief Security
Chief Human Resources
Chief Contracting Officer
Chief Information Officer
Purchasing Director
Chief Internal Auditor
Revised Date: 7 11 2005

ADMISSIONS AND CONTINUED OCCUPANCY POLICY
August 23, 2004

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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Low Rent Public Housing Program was created by the U.S. Housing Act of 1937. Administration of the Public Housing Program and the functions and responsibilities of the Housing Authority of the City of Bridgeport (BHA) staff shall be in compliance with BHA's Personnel Policy, any union agreements of the BHA, and this Admissions and Continued Occupancy Policy. The administration of BHA's housing program will also meet the requirements of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts V, VII and IX. (Code of Federal Regulations).

A. HOUSING AUTHORITY MISSION STATEMENT

The Bridgeport Housing Authority is committed to providing quality, affordable housing and services in an efficient effective and creative manner. We will serve our residents by providing affordable housing opportunities in a safe environment; revitalizing and maintaining neighborhoods; and forming effective partnerships to maximize social and economic opportunities. This mission shall be accomplished by a fiscally responsible, ethical, and professional organization committed to excellence in public service.

B. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that BHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

- To provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level.
- To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for residents and their families.
- To avoid concentrations of economically and socially deprived families in any one or all of the BHA's public housing developments.
- To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to BHA employees.
- To attempt to house a resident body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in BHA's jurisdiction.
- To provide opportunities for upward mobility or families who desire to achieve self-sufficiency.
- To facilitate the judicious management of the BHA inventory, and the efficient management of staff.
- To comply with the Pequonnock Apartment Settlement Agreement dated November 1, 2000 that provides the displaced Pequonnock Apartment residents the best possible housing options.
- To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to age, race, source of income, color, religion, creed, sex, national origin, handicap or familial status.

C. PURPOSE OF THE POLICY

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to:

- Establish guidelines for the BHA staff to follow in determining eligibility for admission and continued occupancy
- Establish a fair and equitable policy accepting applications and selecting prospective residents to occupancy housing units owned and operated by BHA
- Provide fair and reasonable procedures to govern the occupancy of those units in accordance with regulations of the U.S. Department of Housing and Urban Development (HUD)
- Establish a fair and equitable policy for granting transfers to residents
- Establish a fair and equitable policy for selecting families to occupy units at our scattered sites. Families will be selected from our housing developments.
- Memorialize guidelines and procedures in dealing with displaced Pequonnock Apartment residents

These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and BHA.

Guidelines for the displaced Pequonnock Apartment residents are governed by the Pequonnock Apartment Settlement Agreement dated November 1, 2000.

The Executive Director accepts responsibility for BHA compliance with this policy, while delegating day-to-day responsibility to appropriate staff. The Authority's Central Resident Selection Office receives and processes all applications, maintains a waiting list, selects residents and assigns units.

Site Managers lease units, orient new residents and enforce the continued occupancy provisions of this policy. The Community Affairs office, in conjunction with the Director of Occupancy, will oversee the occupancy orientation program.

The BHA Board of Commissioners must approve the original policy and any changes. Required portions of this Plan will be provided to HUD.

D. FAIR HOUSING POLICY ON NON-DISCRIMINATION

It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. BHA will comply with all laws relating to Civil Rights, including:

- 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 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- Any applicable State laws or local ordinances and any legislation protecting individual rights of residents, applicants or staff that may subsequently be enacted.

The BHA shall not discriminate because of race, color, age, source of income, sex, religion, familial status, disability, national origin, marital status, or sexual orientation in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the BHA s jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. Posters and housing information are displayed in locations throughout the BHA s office in

such a manner as to be easily readable from a wheelchair.

To further its commitment to full compliance with applicable Civil Rights laws, the BHA will provide Federal/State/local information to public housing residents regarding "discrimination" and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to them during the resident orientation session.

All BHA offices are accessible to persons with disabilities.

The BHA shall not, on account of race, color, age, source of income, sex, religion, familial status, disability, national origin, marital status, or sexual orientation:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs
- Provide housing that is different from that provided to others
- Subject a person to segregation or disparate treatment
- Restrict a person s access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission; or
- Deny a person access to the same level of services
- The BHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets).

E. PRIVACY RIGHTS

It is the policy of BHA to facilitate the privacy of individuals conferred under the Privacy Act of 1974, and to ensure the protection of such individuals' records maintained under BHA's Public Housing Program. Applicants and participants, including all adults in their households, are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

Therefore, BHA shall not disclose any personal information contained in its records to any person or agency unless the individual about whom information is requested shall give BHA written consent to such disclosure. Any and all information which would lead one to determine the nature and/or severity of a person s disability must be kept in a separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. The staff person designated by the coordinator must approve all requests for access and granting of accommodations based on this information.

BHA's practices and procedures are designed to safeguard the privacy of applicants and residents. Files will never be left unattended or placed in common areas and BHA staff will not discuss or access family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether s/he has relatives living in Public Housing. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

This privacy policy in no way limits BHA's ability to collect such information as it may need to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

F. MARKETING/FAMILY OUTREACH

BHA will conduct outreach in an effort to obtain and maintain a well-balanced application pool. Outreach efforts will take into consideration the level of vacancy in BHA's units, unit availability thorough turnover, and waiting list characteristics. BHA will periodically assess these factors in order to determine the need and scope of the marketing effort.

Marketing efforts will be designed to attract applicants from appropriate segments of the lower and very low-income population, including Bridgeport's homeless population. BHA will use its marketing program to achieve a more representative income mix of lower income families among those on the waiting list and thereby attain a broad range of income in its public housing communities as required by Federal Law.

With regards to displaced Pequonnock Apartment families, a third-party provider has been selected to provide them with mobility counseling and voucher-enabling services. The Authority will make available to the third-party provider the available non-assigned vacant units for immediate occupancy. The third-party provider will make every attempt to market these resources for temporary or permanent occupancy.

BHA will publicize and disseminate information to make known the availability of housing units and housing-related services for very low income families on a regular basis and will communicate the status of housing availability to other service providers in the community. BHA will advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

BHA will periodically publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, including local minority publications and other suitable means.
Notices will be provided in English and Spanish. To reach persons who cannot read the newspapers, the BHA will distribute fact sheets to the broadcast media and utilize public service announcements.

G. SERVICE AND ACCOMMODATIONS POLICY

This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy when a family initiates contact with the BHA, when the BHA initiates contact with a family including when a family applies, and when the BHA schedules or reschedules appointments of any kind.

It is the policy of BHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

BHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on BHA forms and letters to all families, and all requests will be verified so that BHA can properly accommodate the need presented by the disability.

With respect to an individual, the term "disability," as defined by the Federal Americans with Disabilities Act of 1990 means:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual
- A record of such impairment
- Being regarded as having such impairment
- Undue Hardship.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for the BHA, meaning an action requiring "significant difficulty or expense."

In determining whether accommodation would create an undue hardship, the following guidelines will apply:

- The nature and cost of the accommodation needed
- The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation
- The number of persons employed at such facility, the number of families likely to need such

accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

All requests for accommodation or modification of a unit will be verified with a reliable, knowledgeable, professional. Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability. The BHA will require verification from a knowledgeable professional when a request for a home visit re-certification is submitted.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability. All BHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

The BHA will permit the family to submit annual and interim re-certification forms through the mail, when the BHA has determined that the request is necessary as a reasonable accommodation. The mail-in packet will include notice to the family of the BHA s deadline for returning the completed forms to the BHA. If there is more than one adult member in the household, but only one is disabled, re-certifications will not be processed through the mail. In such cases, the family may choose to have the BHA conduct the re-certification by a home visit or to have the able adult family members come in for the appointment and then take the necessary forms home to the member with a disability for completion and signature.

When requested and where the need for reasonable accommodation has been established, the BHA will conduct home visits to residents to conduct annual and interim re-certifications. Requests for home visit re-certifications must be received by the BHA at least 14 days before the scheduled appointment date in order for the request to be considered. The BHA will consider home visit re-certifications that are requested after the scheduled appointment has been missed, according to the number of allowed rescheduled appointments noted in Chapter 11, Re-certifications. The BHA will not consider home visit re-certifications that are requested after the scheduled appointment has been missed.

BHA utilizes organizations that provide assistance for hearing- and sight-impaired persons when needed. Families will be offered an accessible unit, upon request by the family, when an accessible unit is available.

H. TRANSLATION OF DOCUMENTS

The Housing Authority has bilingual staff to assist non-English speaking families in Spanish and will provide translation of BHA documents into Spanish.

I. PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS) OBJECTIVES [24 CFR 901 & 902]

The implementation of PHAS scoring began in October 1999. It is in the BHA's best interest to prepare for PHAS ratings since low performance scores will result in increased scrutiny and less flexibility for the BHA to make decisions, as well as possibly result in other punitive action.

BHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that BHA is using its resources in a manner that reflects its commitment to quality and service. The BHA policies and practices are consistent with the new Public Housing Assessment System (PHAS) outlined in the 24 CFR Parts 901 and 902 final published regulations.

BHA is continuously assessing its program and consistently strives to make improvements, and acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. BHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate

performance.

J. POSTING OF REQUIRED INFORMATION

BHA will maintain a bulletin board in a conspicuous area of the lobby that will contain:
Statement of policies and procedures governing Admission and Continued Occupancy Policy (ACOP) or a notice of where the policy is available:

- Information on application taking
- Directory of BHA's housing sites including names, address of offices and office hours at each facility
- Income limits for Admission
- Current schedule of routine maintenance charges
- A copy of the lease
- BHA's grievance procedures
- A Fair Housing Poster
- An Equal Opportunity in Employment poster
- Current Resident Notices
- Required public notices
- Security Deposit Charges
- Information on preferences
- Schedule of Utility Allowances.

Site developments will maintain a bulletin board in a conspicuous place that will contain:

- Resident Selection policies
- Information on application taking
- Income limits for admission
- Current schedule of maintenance charges
- Copy of lease
- BHA s grievance procedures
- Fair Housing poster
- Equal Opportunity in Employment poster
- Current Resident Notices
- Security Deposit charges
- Zero Tolerance Policy (sexual harassment)
- Fraud Hotline Information
- Mission Statement
- One Strike Policy.

K. TERMINOLOGY

The Housing Authority of the City of Bridgeport is referred to as "BHA" or "Housing Authority" or "HA" throughout this document.

"Family" is used interchangeably with "Applicant," "Resident" or "Participant" or and can refer to a single-person family.

"Resident" is used to refer to participants in terms of their relation as a lessee to the BHA as the landlord.

"Landlord" refers to the BHA.

"Disability" is used where "handicap" was formerly used.

"Noncitizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

See Chapter 11 Glossary for other terminology.

L. EQUAL ACCESS OPPORTUNITY

The Authority will comply with the HUD's final rule dated September 30, 2003 as published regarding the participation of faith-based organizations in HUD programs and its rule in equal treatment of all HUD programs. The corresponding code of federal regulations are 24 CFR Parts 92, 570, 572, 574, 576, 582, 583, and 585.

In general, organizations that are religious or faith-based are eligible to participate, on the same basis as any other organization, in HUD approved programs. The Authority will not discriminate against an organization on the basis of the organization's religious character or affiliation. Organizations that are directly funded under HUD funds, as identified in each corresponding part, may not engage in religious activities, such as worship, religious instruction or proselytization, as part of the assistance funded by HUD. If the organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded by HUD and participation must be voluntary for the beneficiaries.

Given this ruling, the Authority may permit faith-based organizations and non faith-based organizations the use of common areas, in particular open space fields, to conduct their activities provided that they meet the following criteria and procedure:

- Each organization must submit a proposal to the Authority indicating their proposed activities, timelines (start and end dates, time), location, purpose, organization information, contact person and information, a copy of their insurance certificate, and any other information/documents requested by the Authority to make an informed decision
- They must provide a certificate indicating that their activities do not violate any funding guidelines under 24 CFR Parts 92, 570, 572, 574, 576, 582, 583, and 58
- Must comply with City ordinance
- Must leave the premises clean and free from debris related to their activities
- The activities do not interfere with the orderly conduct of the Authority's maintenance activities
- The Authority cannot contribute funds and/or sponsorship of the activity/event beyond the incidental cost of providing space for the activity/event

The Board of Commissioners may review each request during its regularly scheduled meetings for approval or denial, including any expectations and other requirements. Upon approval, the Authority may require the firm to sign a hold harmless agreement to ensure that the Authority is not liable for any damages and/or injuries arising from the organization's activities.

Any approval by the Authority is not an official endorsement of the organization and/or its activities. The Authority and/or its staff may not encourage, solicit, or require participation of residents in the approved proposal. Such activities must be voluntary on the part of the residents and that the activities do not serve to harass or force any resident to become an unwilling participant.

Approved organizations, faith-based or not, will not be given access to the dwelling units/hallways to distribute religious, anti-religious, or non-religious literature.

The Authority reserves the right to discontinue any organization's approved activities at any time in order to defuse conflicts over content and/or is deemed unlawful.

Chapter 2

ELIGIBILITY FOR ADMISSION

INTRODUCTION

This Chapter defines both HUD's and BHA's criteria for admission and denial of admission to the program. The policy of BHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. BHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by BHA pertaining to their eligibility.

A. QUALIFICATION FOR ADMISSION

It is BHA's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

- Is a family as defined in this Chapter
- Heads a household where all member of the household are either citizens or eligible non-citizens (24 CFR Part 200 and Part 5, Subpart E)
- Has an Annual Income at the time of admission that does not exceed the low income limits for occupancy established by HUD and posted separately in BHA offices. The Quality Housing and Work Responsibility Act of 1998 authorizes the BHA to admit families whose income does not exceed the low-income limit (80% of median area income) once the HA has met the annual 40% targeted income requirement of extremely low-income families (families whose income does not exceed 30% of median area income)
- Provides a Social Security number for all family members
- Meets or exceeds the resident Selection and Suitability Criteria as set forth in this policy, including attendance of the BHA occupancy orientation program.
- Any resident family of Pequonnock Apartments that must relocate from the complex because of the disposition and any former resident family that vacated the complex on or after December 14, 1999 for any reason other than having been evicted in accordance with a court judgment. The family must remain in good standing with the Authority.

The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a housing unit. Once the applicant is entered into the system, the application is positioned on the waiting list based on the date and time of the application. A third-party verification of qualifying factors occurs after the applicant interview. This provision does not apply to resident families of Pequonnock Apartments. These families may be admitted permanently or temporarily into public housing as soon as possible provided that they maintain their good standing with the Authority.

B. FAMILY COMPOSITION

The applicant must qualify as a Family. Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. For occupancy standards purposes, the applicant may claim a spousal relationship.

A Family is defined as:

- Two or more persons sharing residency whose income and resources are available to meet the family's needs, and who are either related by blood, marriage or operation of law, or who have evidenced a stable relationship over a period of time (not less than one year)

- An elderly household whose head, spouse or sole member is 62 years of age of older, handicapped or disabled (as defined by HUD in CFR 5.403). The household may be one or more elderly, handicapped or disabled persons who are not related, and may include a person providing care to a household member
- A single person who has been displaced by government action or whose unit has been extensively damaged or destroyed as a result of a disaster, declared or otherwise formally recognized pursuant to Federal disaster relief laws
- Households may include children expected to be born to pregnant women, children who are in the process of being adopted by an adult, or children under 18 whose custody is being obtained by an adult. In those instances where an immediate determination of pregnancy cannot be made, the BHA may require the applicant to obtain a physician's certificate
- Single persons, with no children, who are pregnant or in the process of securing legal custody of any individual under the age of 18, will constitute a family under Section 3(a) of the United States Act of 1937 as amended
- A single person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a resident family
- Near elderly single persons that have attained the age of 50. Near elderly assignment shall be considered only in high vacancy areas, provided they meet all other eligibility requirements
- Applicants who have not reached the age of 18 years and are not emancipated need not wait a full twelve months to reapply if they will attain the legal age limit within a twelve-month period. This matter must be closely monitored and verified.

Head of Household

A Head of Household is defined as the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household if there is a court order recognizing them as an emancipated minor. Persons who are married are legally recognized as adults under State law. A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Family, provided that the person is at least partially responsible for paying the rent.

Spouse of Head

The Spouse of Head is defined as the husband or wife of the head. For proper application of the Non-citizens Rule, the definition of spouse is the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-Head

A Co-Head is defined as an individual in the household who is equally responsible for the lease with the Head of Household. A household may have either a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Live in Aide

A Family may include a Live in Aide, provided that such live in aide:

- Is determined by BHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities
- Is not obligated for the support of the person(s)
- Would not be living in the unit except to provide care for the person(s).

When an applicant or resident can provide documentation to the satisfaction of the Housing Authority that a live in aide is required and available, the following provisions shall apply:

- The live in aide must submit information as requested and be reviewed by the Resident Selection staff for eligibility under the Resident Selection criteria of this policy.

- If BHA determines an individual proposed as a live in aide is ineligible, the reside or applicant may propose an alternate live in aide for screening, or may appeal to Authority's determination to a review officer.

- The applicant and the live in aide may each be allocated a separate bedroom. However, because there are no two bedroom units in the elderly developments, the Authority may allow the applicant to choose from the following options with the understanding that no transfer request will be honored after occupancy solely on the basis of this decision:
  To be considered for a one-bedroom unit in an elderly complex, or
  To be considered for a two-bedroom unit in a family complex.

- A live in aide is not considered to be an assisted family member and has no rights or benefits under the program. Income of the live in aide will not be counted for purposes of determining eligibility or level of benefits. Live in aides may not be considered as a remaining member of the resident family.

- Relatives are not automatically excluded from being live in aides, but they must meet all of the elements in the live in aide definition described above. Family members of a live in aide also reside in the unit, providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

- A live in aide may only reside in the unit with the approval of BHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live in aide is needed for the care of the family member who is elderly, near elderly (50-61) or disabled. The live in aide must sign a disclaimer that their only purpose is to take care of the resident who requires a live in aide, and that the live in aid has no right to the apartment if the primary residents vacate the unit or die. The live in aide must abide by all the rules and regulations of the BHA.

- The primary resident is responsible for all actions of all household members with respect to the requirements of the dwelling lease. A live in aide who is engaged in violations of the lease must be required by the resident to vacate the unit. The Site Manager will provide as much resource/referral to the head of household should they request the live-in aide to vacate the unit. If the resident fails to take such action, it may be cause for the BHA to initiate the eviction of the household.

- Verification of the need for a live in aide must include the hours the care will be provided. BHA has the right to disapprove a request for a live in aide based on the "Other Eligibility Criteria" described in this Chapter.

C. INCOME ELIGIBILITY

The applicant must be income eligible. The applicant's total family income must not exceed BHA Income Limits. Income limits are revised annually by HUD. Income limits will, at all times, be posted in the Resident Selection Office. This provision does not apply to displaced Pequonnock Apartment families eligible for relocation services.

D. HOUSEHOLD COMPOSITION

The applicant's household composition must conform to unit sized available in BHA development is accordance with HUD-established occupancy standards.

E. OCCUPANCY BY LAW ENFORCEMENT OFFICIALS

In order to provide an increased sense of security for public housing residents BHA may allow public housing units to be occupied by police officers. Police officers will not be required to be income eligible to qualify for admission to BHA's public housing program.

F. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]

Families are required to provide verification of Social Security Numbers for all family members prior to admission. This requirement also applies to persons joining the family after admission to the program. Failure to furnish verification of social security numbers is grounds for denial of admission or termination of tenancy.

G CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In October 1998 Congress passed the Quality Housing and Work Responsibility Act of 1998. As a result, Housing Authorities may no longer elect to "opt out" of the Non-citizens rule. Housing Authorities must immediately begin to apply the provisions of section 214 of the HCDA of 1980. In order to receive assistance, 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 requirement, the status of each member of the family is considered individually before the family's status is defined. 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 applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students defined by HUD in the non-citizen regulations are not eligible for assistance.

The HA will establish and verify eligibility no later than the date of the family’s annual reexamination following October 21, 1998.
No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of every individual or family member.

H. OTHER ELIGIBILITY CRITERIA

The applicant household must meet the Resident Selection Criteria established by BHA to protect the rights and needs of the public housing community for a decent, safe and livable environment. It is sometimes necessary to deny admission to public housing applicants whose habits and practices may reasonable be expected to have a materially detrimental effect on other residents or the immediate environment. All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

- To maintain an apartment in a health, safe and secure condition
- To live peaceably with neighbors in a residential community
- To pay rent and other charges as required by the lease in a timely manner
- To care for and avoid damaging the unit and common areas
- To obtain and maintain the necessary utility services at a BHA unit
- To use facilities, appliances and equipment in a reasonable way
- To create no health or safety hazards, and to report maintenance needs in a timely manner

- Not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others
- Not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off BHA premises
- Not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed"
- To comply with necessary and reasonable rules and program requirements of HUD and BHA; and
- To comply with local health and safety codes.

The BHA will reject an applicant if any of the following facts are verified:

- An applicant or a member of the applicant who were former residents of the Bridgeport Housing Authority and left in good standing may submit an application any time after their account was closed and has a zero balance.
- An applicant or a member of the applicant who left the Authority in poor standing (i.e. under eviction proceedings, within the lease agreement and the Admissions and Continued Occupancy Policy, but not necessarily evicted must wait twenty-four months from the time their account was closed.
- An applicant or a member of the applicant who were evicted by the Authority for non-payment of rent and/or debt to the Authority and failure to comply with other lease and policy requirements will be denied admissions for a minimum of three years. The Authority reserves the right to extend this restriction if the Authority determines that the applicant's situation continues to threaten the health, safety and peaceful enjoyment of the premises of other residents that reside in public housing.
- An applicant or a member of the applicant who has been convicted of a sex offense and is registered in a State approved registry or who has been convicted of illegal manufacture of illegal substances, as per Federal statutes, will be denied admissions indefinitely.
- An applicant or a member of the applicant who were engaged in criminal activity specific to methamphetamine production/manufacturing is permanently barred from receiving any assistance from the Authority.
- Extenuating circumstances reveal the applicant's behavior that threatens the health, safety and peaceful enjoyment of the premises of other residents that reside in public housing
- The applicant or a member of the applicant's household has a history of disturbance or neighbors, damage to property, or housekeeping habits at prior residences, which would be likely to interfere with other residents in such a say as to endanger their health or safety or materially diminish their enjoyment of the premises
- The applicant of a member of the applicant's household has been convicted or crimes of physical violence to persons or property or other criminal acts which would seriously and adversely affect the health, safety or welfare of other residents. Examples include conviction of possession, distribution, use or sale of narcotics, illegal possession of dangerous weapons, rape, prostitution, assault, other sexual offense, fraud, larceny and/or breaking and entering. In determining an applicant's ineligibility based upon criminal records, the BHA shall consider bona-fide evidence or rehabilitation. Persons convicted of sexual offenses and subject to lifetime sexual offender registration requirement are permanently barred from admissions into public housing.
- Previous outstanding debts, fraud or lease violations to BHA exist, or tenancy terminated by BHA. In the case of rent or other amounts due, no previous resident may be readmitted unless all previous amounts owed have been paid; but, payment of such debt does not necessarily entitle an applicant to eligibility under this section. Even when the full amount has been paid, the applicant may re-apply until after twelve to thirty six months depending on severity. This includes any former resident of any other Housing Authority or assisted housing, or any former resident of any of the united that are owned and/or managed by the Authority.
- The past and present performance of the applicant or other member of the household in meeting financial obligations has been poor as demonstrated by a credit report and/or landlord references, or the screening criteria used by any private or not-profit firm employed by the BHA involving but not necessarily limited to:

i Credit checks – no more than three (3) negative credit reports from three (3) different creditors that have been charged off or turned over to a collection agency due to non-payment. Conditional Exceptions: If the applicant request a conference to discuss making arrangements with the creditors to repay in a limited amount of time (three months). If it is realistically financially feasible, the applicant is granted approval on a case by case basis to make arrangements and to submit proof of payments and a letter from the creditor indicating the account is paid in full

ii Home visits – home visits for non-residents who are being screened will be conducted and completed by the landlord of the current residence

iii Criminal and/or other background checks

iv Landlord references – negative landlord reference report stating that applicant failed to pay rent on a timely basis, violated lease agreement, was a nuisance, sublet the unit, and did not maintain the unit properly. In determining an applicant's ineligibility based on a previous history of non-payment of rent, the BHA will consider whether:

The applicant was residing in a sub-standard unit and was withholding rent payments pending repairs in a manner consistent with local ordinances; or

The record of non-payment was due to the applicant being required to pay excessive rent relative to his/her income and the applicant demonstrated responsible efforts to resolve the non-payment problem; or

The record of non-payment was due to the lateness of entitlement payments, wherein, lateness was not due to failure of the applicant to comply with reporting requirements nor due to any other fault of the applicant; or

A decrease in current income occurred, which would cause a financial hardship to maintain responsibilities and obligations.

BHA reserves the right, in the case of extreme hardship, to amend the Payment Agreement. Full documentation of the hardship will be required. In no case will the debt be forgiven

Either spouse is responsible for the entire debt incurred as a previous BHA resident. Children of the head or spouse who had incurred a debt to BHA will not be held responsible for the parent's previous debt.

I. ONE STRIKE POLICY

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the Housing Authority of the City of Bridgeport to fully endorse and implement a policy that is designed to:

- Help create and maintain a safe and drug-free community
- Keep our program participants free from threats to their personal and family safety
- Support parental efforts to instill values of personal responsibility and hard work
- Help maintain an environment where children can live safely, learn and grow up to be productive citizens
- Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

Administration

All screening 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 against other legally protected groups, and not to violate right to privacy. To the maximum extent possible, BHA will involve other community and governmental entities in the promotion and enforcement of this policy. This policy will be posted on BHA's bulletin board and copies made readily available to applicants and residents upon request.

HUD Definitions

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). Drug-related criminal activity means on or off, not just near, the premises.

Criminal activity includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of BHA.

Screening for One Strike

In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, BHA will endeavor to screen applicants at the time the initial application is made, as thoroughly and fairly as possible.

If in the past BHA initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the One Strike Notice, for a family, as a prior resident of public housing, BHA shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members.

BHA will ferret out information concerning a family's criminal activities as part of the processing of an application for assistance. Initial screening will include routine inquiries of the family and any other information provided to BHA regarding this matter; and complete criminal checks. The inquiries will be standardized and directed to all applicants by inclusion in the application form.

If as a result of the standardized inquiry and/or criminal check, or the receipt of a verifiable referral, there is indication that the family or any family member is engaged in drug-related criminal or violent criminal activity, BHA will conduct closer inquiry to determine whether the family should be denied admission

If the screening indicates that any family member has been arrested or convicted within the prior three years for drug-related or violent criminal activity, BHA shall obtain verification through police/court records.

FBI and Law Enforcement Records

BHA will check criminal history for all applicants and adults/family members in the household to determine whether any member of the family has engaged in violent or drug-related criminal activity. Verification of any past activity will be done prior to final eligibility and will include a check of conviction records.

BHA has applied to the Federal Bureau of Investigation (FBI) and obtained a unique Originating Agency Identifier (ORI) number in order to maximize its efforts in obtaining applicant criminal record history. BHA, through the BHA Chief of Security, processes and funnels requests in order to obtain National Crime Information Center (NCIC) data for the purpose of accessing FBI criminal records. BHA will do a name check only through its local law enforcement agency to access limited information from the NCIC. The Housing Authority also checks criminal histories of applicants.

If the channeling agency indicates to BHA that there is a criminal history record indexed in the Interstate Identification Index which might belong to the applicant, BHA must submit an applicant fingerprint card to the FBI through the appropriate channel in order to verify whether the criminal record is in fact the applicant's. Should the applicant instead elect to withdraw their application, no further action will be necessary.

Standard for Violation

Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to Public Housing for a three-year period beginning on the date of such eviction. The BHA will waive this requirement if:

The person demonstrates successful completion of a rehabilitation program approved by the BHA, or the circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

BHA will permanently deny admission to public housing persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

BHA will deny participation in the program to applicants where BHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where BHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

Engaged in or engaging in or recent history of drug related criminal activity means any act within the past three (3) years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

Engaged in or engaging in or recent history of criminal activity means any act within the past three (3) years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the HA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

Other criminal activity
Other criminal activity means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.

For the purposes of this policy, this is construed to mean that a member of the current family has been convicted of any criminal or drug-related criminal activity within the past three (3) years.

HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

No family member may have engaged in or threatened abusive or violent behavior toward BHA personnel at any time. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last three (3) years.

<u>Evidence</u>
The HA must have evidence of the violation.

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

Preponderance of evidence is not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by BHA inspectors and/or investigators, and evidence gathered from the BHA Hotline (576-7983). Residents may call into this number to report problems in the site. Caller identities are not required and shall remain private.

The BHA may pursue fact-finding efforts as needed to obtain credible evidence, including obtaining information from drug abuse treatment centers. BHA will inquire of all applicants whether they are currently using or in the past have ever engaged in the illegal use of a controlled substance. BHA will inquire of all applicants who respond in the affirmative whether they are currently receiving treatment or have ever received treatment at a drug abuse treatment facility. All applicants who respond in the affirmative will be required to sign a written consent authorizing the HA to receive information from the drug abuse treatment facility stating only whether the facility has reasonable cause to believe that the applicant is currently engaging in the illegal use of a controlled substance. The authorization will be sent to the drug abuse treatment facility with a HA postage paid return addressed envelope addressed to the attention of the Resident Selection Office.

Confidentiality of Criminal Records

BHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.
All criminal reports, while needed by the Resident Selection Office for screening for criminal behavior, will be housed in a locked file with access restricted to individuals responsible for such screening.

Misuse of the above information by any employee will be grounds for termination of employment. Penalties for misuse are contained in the Personnel Policy.

If the family is determined eligible for initial or continued assistance, the BHA's copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

BHA will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report

Disclosure of Criminal Records to Family

Before BHA takes any adverse action based on a criminal conviction record, the applicant will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Residents may contest such records at the court hearing in the case of evictions.

Hearings

If information is revealed that would cause BHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing according to BHA's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

J. SCREENING FOR SUITABILITY [24 CFR 960.204, 960.205]

In developing its admission policies, the aim of BHA is to attain a resident body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families and families with serious social problems. Therefore, it is the policy of BHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

BHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.

With regards to the displaced Pequonnock Apartment families eligible for relocation services, a third-party provider will interview and assess the needs of the family and coordinate with the Authority their choices for temporary and/or permanent occupancy at one of the Authority's complexes most suitable for the family; for a Section 8 voucher within the jurisdiction of the City of Bridgeport; and for Section 8 vouchers to be administered outside the jurisdiction of the City of Bridgeport.

An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance which they can demonstrate that they have or will have at the time of admission. The availability of assistance is subject to verification by BHA.

BHA's minimum age for admission as head of household is 18, to avoid entering into leases that would not be valid or enforceable under applicable law. BHA does not permit a parent or legal guardian to co-sign the lease on the applicant's behalf if the head of household is under 18.

As a part of the eligibility determination, BHA will screen each applicant household to assess their suitability as renters. BHA will complete a complete credit check and rental history check on all applicants.

BHA shall rely upon sources of information which may include, but not be limited to, BHA records, personal interviews with the applicant or resident, correspondence with previous landlords, employers, family social workers, parole officers, criminal and court records, and home visits for all applicants. This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant is likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.

Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a resident, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.

BHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

- The applicant's past performance in meeting financial obligations, especially rent
- Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other residents or neighbors
- Any history of criminal activity on the part of any applicant family member involving criminal acts, including drug-related criminal activity
- Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors
- Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other residents
- Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents
- The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by BHA. The information to be considered in the screening process shall be

reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing

- The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:
- Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare [24CFR 960.205(b)]
- Adversely affect the physical environment or financial stability of the project [24CFR 960.205(b)]
- Violate the terms and conditions of the lease. [24CFR 8.3]
- Require services from BHA staff that would alter the fundamental nature of BHA's program. [24 CFR 8.3].

Rent Paying Habits

BHA will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from former landlords for up to the past three (3) years.

Based upon these verifications, BHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past three (3) years for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent due to substandard housing conditions in a manner consistent with a local ordinance; or had a poor rent paying history clearly related to an excessive rent relative to their income (using 50% of their gross income as a guide,) and responsible efforts were made by the family to resolve the nonpayment problem.

The lack of credit history will not disqualify a family, but a poor credit history will, with the exceptions noted above.

Where past rent paying ability cannot be documented, BHA will check with the utility company(s) to determine whether the family has been current and timely on their payments. The applicant is ineligible for necessary utility services to be billed in his/her name for the BHA units if the applicant is delinquent with the utility companies and has no utility payment plan in effect. In such cases, the applicant will be given 30 days from the date of interview to arrange a payment plan with the utility companies. Should the applicant fail to implement such a plan, they will be determined ineligible.

Screening Applicants Who Claim Mitigating Circumstances

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall 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. In order to be factored into BHA's screening assessment of the applicant, mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, BHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. BHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

Examples of Mitigating Circumstances include:

- Evidence of successful rehabilitation
- Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by BHA
- Evidence of successful and sustained modification of previous disqualifying behavior

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. BHA will consider such circumstances in light of:

- The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and
- The applicant's overall performance with respect to all the screening requirements.

Qualified and Unqualified Applicants

Information that has been verified by BHA will be analyzed and a determination will be made with respect to:

- The eligibility of the applicant as a family;
- The eligibility of the applicant with respect to income limits for admission;
- The eligibility of the applicant with respect to citizenship or eligible immigration status;
- Preference category (if any) to which the family is entitled.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. BHA shall provide applicants an opportunity for an informal hearing.

Applicants who have requested a reasonable accommodation as a person with a disability and who have been determined eligible, but fail to meet the Applicant Selection Criteria, will be referred to the City of Bridgeport Office of Persons with Disabilities.

BHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by BHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by BHA, such as turnover rates, and market demands as they affect bedroom sizes and project location.

Documenting Findings

An authorized representative of BHA shall document any pertinent information received relative to the following:

- Criminal Activity - includes the activities listed in the definition of criminal activity in this Chapter
- Pattern of Violent Behavior - includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors
- Pattern of Drug Use - includes a determination by BHA that the applicant has exhibited a pattern of illegal use of a controlled substance that might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents
- Drug Related Criminal Activity - includes a determination by BHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance
- Pattern of Alcohol Abuse - includes a determination by BHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents
- Initiating Threats - or behaving in a manner indicating intent to assault employees or other residents
- Abandonment of a Public Housing Unit - without advising BHA officials so that staff may secure the unit and protect its property from vandalism
- Non-Payment of Rightful Obligations - including rent and/or utilities and other charges owed to BHA or any other BHA
- Intentionally Falsifying an Application for Leasing - including uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any

other material false statement or omission intended to mislead

- Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior - consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors
- Grossly Unsanitary or Hazardous Housekeeping - includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages 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 in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors
- Destruction of Property from previous rentals
- Whether Applicant or resident is Capable of Maintaining the Responsibilities of Tenancy - In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in attendant will be considered in making this determination.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall 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.

BHA may waive the policies prohibiting admission in these circumstances if the person demonstrates to BHA's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and has successfully completed a supervised drug or alcohol rehabilitation program.

<u>Prohibited Criteria for Denial of Admission</u>
Applicants will NOT be rejected because they:

- Have no income
- Are not employed
- Do not participate in a job training program
- Will not apply for various welfare or benefit programs
- Have children
- Have children born out of wedlock
- Are on welfare
- Are students

K. HEARINGS

If information is revealed that would cause BHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal hearing.

Chapter 3

APPLYING FOR ADMISSION and APPLICATION VERIFICATION

INTRODUCTION

The policy of the BHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, have their factors of eligibility verified by the BHA, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the BHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy. This Chapter also explains the BHA's procedures and standards for verification of income, assets, allowable deductions, family status and when there are changes in family members.

A. HOW TO APPLY

Families who wish to apply for any of the BHA s programs must complete a written application form when application taking is open. Applications will be made available in an accessible format upon request from a person with a disability. Persons with disabilities may call the BHA to receive an application through the mail or make other arrangements to complete their pre-application.

Applications will be accepted at a central location for both the general public housing and mixed-population housing waiting lists. Each applicant is given the opportunity to express three preferences for housing. Should HUD approve the Authority's designation plans, the Authority will operate and implement a separate waiting list for elderly only applicants.

The application process will involve two phases:

1. The first is the "initial" application for admission (referred to as a pre-application). This first phase is to determine the family's eligibility for, and placement on, the waiting list. The pre-application will be dated, time-stamped, and filed at the BHA office resident selection and assignment office. The initial application will also include both a criminal and credit check of the applicant in order to streamline the application process.

2. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the BHA ensures that verification of all HUD and BHA eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

B. "INITIAL" APPLICATION PROCEDURES

The BHA will utilize a preliminary-application form (pre-application) for the initial application for public housing. The application is taken via mail or drop-off and the data is entered into the computer.

The purpose of the pre-application is to permit the BHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

Translation will be provided for non-English speaking applicants by staff in Spanish.

The pre-application will contain questions designed to obtain the following information:

- Names of head and spouse
- Names of adult members and age of all members
- Number of family members (used to estimate bdrm size)
- Street address and phone numbers
- Mailing address
- Annual income
- Previous address
- Race/ethnicity
- Source(s) of income received by household members
- Social Security Numbers for all family members
- Information regarding request for reasonable accommodation or for accessible unit
- Convictions for Drug Related or Violent Criminal Activity
- Names and address of current and previous landlords (last three years)
- Emergency contact person and address
- Questions regarding previous participation in HUD programs.

Pre-applications will not require interviews. However, information on the application will be verified through criminal history and credit checks. Final eligibility will be determined when the full application process is completed and all information is verified. Nevertheless,

- An applicant or a member of the applicant who were former residents of the Bridgeport Housing Authority and left in good standing may submit an application any time after their account was closed and has a zero balance.
- An applicant or a member of the applicant who left the Authority in poor standing (i.e. under eviction proceedings, within the lease agreement and the Admissions and Continued Occupancy Policy, but not necessarily evicted must wait twenty-four months from the time their account was closed.
- An applicant or a member of the applicant who were evicted by the Authority for non-payment of rent and/or debt to the Authority and failure to comply with other lease and policy requirements will be denied admissions for a minimum of three years. The Authority reserves the right to extend this restriction if the Authority determines that the applicant's situation continues to threaten the health, safety and peaceful enjoyment of the premises of other residents that reside in public housing.
- An applicant or a member of the applicant who has been convicted of a sex offense and is registered in a State approved registry or who has been convicted of illegal manufacture of illegal substances, as per Federal statutes, will be denied admissions indefinitely.
- An applicant or a member of the applicant who were engaged in criminal activity specific to methamphetamine production/manufacturing is permanently barred from receiving any assistance from the Authority.

Applicants are requested to inform the BHA in writing of changes in family composition, income, and address. Applicants are also required to respond to requests from the BHA to update information on their application, or to determine their continued interest in assistance. Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

C. NOTIFICATION OF APPLICANT STATUS

If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation). This written notification of preliminary eligibility will be given to the applicant at the time the pre-application is submitted.

If the family is determined to be ineligible based on the information provided in the pre-application, the BHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the

reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation.

D. COMPLETION OF A FULL APPLICATION

Applicants will be required to:

- Complete a full application, in his or her own handwriting, unless assistance is needed or a request for accommodation is made by a person with a disability. BHA staff to review the information on the full application form will then interview applicant.
- Participate in a full application interview with a BHA representative during which the applicant will be required to furnish complete and accurate information verbally as requested by the interviewer. The BHA interviewer will complete the full application form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.

The full application will be mailed as requested as an accommodation to a person with a disability.

Requirement to Attend Interview

The BHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other BHA services or programs that may be available. All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.

If the applicant is not home at the time of the scheduled home visit and has not called to reschedule, a second and final home visit will be scheduled. Failure to keep the second appointment will result in the applicant being withdrawn. If an applicant is withdrawn for non-compliance within a timely basis, he/she shall wait twelve (12) months before reapplying. BHA may bring a camera to record conditions found.

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing of the denial.

All adult members must sign form HUD-9886, "Release of Information," the declarations and consents related to citizenship/immigration status and any other documents required by BHA. Applicants will be required to sign specific verification forms for information that is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the BHA.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to eligibility and rent calculation.

If the BHA determines at or after the interview that additional information or document(s) are needed, the BHA will request the document(s) or information in writing. The family will be given two (2) weeks to supply the information. If the information is not supplied in this time period, the BHA will provide the family a notification of denial for assistance.

E. PROCESSING AND VERIFYING APPLICATIONS

At the time of the initial application, most items (including those verified through a criminal and credit check) will be verified to determine qualification for admission to the BHA' s housing. As families approach the top of the waiting list, additional information may be obtained through interview and observations with applicants and others, telephone conversations, letters, home visits, and other reasonable methods deemed necessary by the Authority. The BHA's verification procedures are designed to meet HUD's requirements and to maintain program integrity. The BHA will ensure that proper authorization for release of information is always obtained from the family before making verification inquiries.

The applicant is required to make available all pertinent information at his/her disposal to assist BHA staff in verifying eligibility information and to authorize the release of information to the Authority when necessary. However, the applicant shall not be penalized either by denial of admission of by unreasonable delay of placement solely because third party sources have failed to respond to requests for information. When the applicant and the Authority have made all reasonable efforts to obtain information and the third party source has failed to respond, the Authority shall proceed with the processing of the application using the best available information.

F. VERIFICATION PROCEDURES

Methods of Verification and Time Allowed

The BHA will verify information through the four methods of verification acceptable to HUD in the following order:

1. Third-Party Written - The BHA's first choice is a written third party verification to substantiate claims made by an applicant or resident. Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

   Verifications received electronically directly from the source are considered third party written verifications.

   The BHA will accept verifications delivered by the family as third party documents, including computerized agency printouts, faxed documents and photocopies, however, third party verification is preferred.

2. Third-Party Oral - The BHA may also use telephone verifications. Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the BHA will compare the information to any documents provided by the Family. If provided by telephone, the BHA must originate the call.

3. Review of Documents - The BHA will review documents, when relevant, to substantiate the claim of an applicant or resident. In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within two weeks, the BHA will utilize documents provided by the family as the primary source if the documents provide complete information.

   All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

   If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the BHA will utilize the third party verification.

4. Notarized Statement - A notarized statement will be accepted when no other form of verification is available. When verification cannot be made by third-party verification or review of documents, families will be required to submit self-certification. Self-certification means a notarized statement

   If third party verification is not received directly from the source, BHA staff will document the file as to why third party verification was impossible to obtain and another method was used (such as reviewing documents families provide).

The BHA will not delay the processing of an application beyond two (2) weeks because a third party information provider does not return the verification in a timely manner.

For applicants, verifications may not be more than 90 days old at the time of a unit offer. For residents, they are valid for 90 days from date of receipt.

Release of Information
The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information. Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

G. ITEMS TO BE VERIFIED

The following items will require verification by the Authority:

- Identification of all family members; acceptable forms of verification include driver's license, social security card, ID card issued by federal, state or local government, earnings statement, bank statement, IRS form 1099, life insurance policy, court records such as real estate, tax notices, marriage license.
- All income not specifically excluded by the regulations
- Zero-income status of household
- Full-time student status including High School students who are 18 or over
- Current assets including assets disposed of for less than fair market value in preceding two years
- Child care expense where it allows an adult family member to be employed or to further his/her education
- Total medical expenses of all family member in households whose head or spouse is elderly or disabled
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus which allow an adult family member to be employed
- U.S. citizenship/eligible immigrant status. The Authority utilizes the Immigration and Naturalization Service's web-based verification process. Nevertheless, the applicant family must be a citizen, have a valid social security card or proof of social security card application, or have eligible immigration status, in one of the following categories:

  A non-citizen who has been lawfully admitted to the U.S. for permanent residence, as defined by Section 101(a) (20) of the Immigration and Nationality Act (INA); as an immigrant, as defined by Section 101 (a) (15) of the INA (U.S.C. 1101 (a) (20) and 21101 (a) (15), respectively (immigrants). This category includes a non-citizen who as been admitted under Section 210 or 201A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), and who has been granted lawful temporary resident status;

  A non-citizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and who has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);

  A non-citizen who is lawfully present in the U.S. pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under Section 203 (a) (7) of the INA (U.S.C. 1153 (a) (7) before April

1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;

A non-citizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or for reasons deemed strictly in the public interest under Section 212 (d) (5) of the INA (8 U.S.C. 1182 (d) (5) (parole status);

A non-citizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under Section 243 (h) of the INA (8 U.S.C. 1253 (h) (threat to life or freedom); or

A non-citizen lawfully admitted to temporary or permanent residence under Section 245A of the INA (U.S.C. 1255a) (amnesty granted under INA 245A).

Such documents verifying any of the above may include:

1. Registered Alien Card (INS I-551 Form)
2. Arrival/Depature Record (INS I-94 Form with the following notations):
    - "Admitted as a refugee pursuant to Section 207"
    - "Section 208 or Asylum"
    - "Section 243" or "Deportation stayed by Attorney General"
    - "Paroled pursuant to Section 2112 (d) (5) of the INAA"
3. Arrival/Departure Record (INS I-94 Form not annotated but accompanied by:
    - Final court decision granting asylum to which no appeal was taken
    - Letter from INS Asylum Officer granting asylum or from INS District Director
    - A court decision granting the withholding of deportation
    - Letter from INS Asylum Officer granting withholding of deportation
4. Temporary Resident Card (INS I-688 Form which must be annotated with "Section 245A" or "Section 210"
5. Employment Authorization Card (INS I-688B Form which must be annotated with "Provision of Law 274a.12(11) or "Provision of Law 274a.12"
6. Receipt from the INS indicating application for issuance of replacement document

- Social Security Numbers for all family members
- Familial status when needed for head or spouse definition
- Disability for determination of preferences, allowances or deductions.

Additional forms are made available at the time of interview.

H. VERIFICATION OF INCOME

This section defines the methods the BHA will use to verify various types of income. Whenever "in this order" is used in this chapter, the Authority will request and utilize verifications, if available, in the order specified.

<u>Employment Income</u>
Verification forms request the employer to specify the:

- Dates of employment
- Amount and frequency of pay
- Date of the last pay increase
- Likelihood of change of employment status and effective date of any known salary increase during the next 12 months
- Estimated income from overtime, tips, bonus pay expected during next 12 months.

Acceptable methods of verification include, in this order:

- Employment verification form completed by the employer
- Check stubs or earning statements that indicate the employee's gross pay, frequency of pay or year to date earnings
- W-2 forms plus income tax return forms
- Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program residents may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income. In cases where there are questions about the validity of information provided by the family, the BHA will require the most recent federal income tax statements.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income
Acceptable methods of verification include, in this order:

- Benefit verification form completed by agency providing the benefits
- Computer report electronically obtained or in hard copy.

Unemployment Compensation
Acceptable methods of verification include, in this order:

- Computer report electronically obtained or in hard copy, stating payment dates and amounts
- Verification form completed by the unemployment compensation agency
- Payment Stubs.

Welfare Payments or General Assistance
Acceptable methods of verification include, in this order:

- BHA verification form completed by payment provider
- Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months
- Computer-generated Notice of Action
- Computer-generated list of recipients from Welfare Department.

Alimony or Child Support Payments
Acceptable methods of verification include, in this order:

- Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
- A notarized letter from the person paying the support.
- Copy of latest check and/or payment stubs from Court Trustee. BHA must record the date, amount, and number of the check.

Net Income from a Business
In order to verify the net income from a business, the BHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months. Acceptable methods of verification, in this order, include:

- IRS Form 1040, including:
  - Schedule C (Small Business)
  - Schedule E (Rental Property Income)
  - Schedule F (Farm Income)
- Credit report or loan application.

Child Care Business
If an applicant/resident is operating a licensed day care business, income will be verified as with any other business.

If the applicant/resident is operating a "cash and carry" operation (licensed or not), the BHA will require the applicant/resident to complete a form for each customer giving: name of person(s) whose child (ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

Recurring Gifts
The family must furnish a Notarized Statement, which contains the following information:

- The person who provides the gifts
- The value, purpose and regularity of the gifts

Zero Income Status
Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, AFDC, SSI, etc. are not being received by the household.

Full-Time Student Status
Only the first $480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students are not counted towards family income. Verification of full time student status includes:

- Written verification from the registrar's office or other school official
- School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

I. VERIFICATION OF INCOME FROM ASSETS

Savings Account Interest Income and Dividends
Will be verified by:

- Account statements, passbooks, certificates of deposit, or BHA verification forms completed by the financial institution.
- Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
- IRS Form 1099 from the financial institution provided that the BHA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

- A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
- Amortization schedule showing interest for the 12 months following the effective date of the certification or re-certification.

Net Rental Income from Property Owned by Family

- IRS Form 1040 with Schedule E (Rental Income)
- Copies of latest rent receipts, leases, or other documentation of rent amounts
- Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense
- Lessee's written statement verifying rent payments to the family and family's Notarized Statement as to net income realized.

J. VERIFICATION OF ASSETS

Family Assets
The BHA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash):

- Verification forms, letters, or documents from a financial institution or broker
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker
- Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate
- Real estate tax statements if the approximate current market value can be deduced from assessment
- Financial statements for business assets
- Copies of closing documents showing the selling price and the distribution of the sales proceeds
- Appraisals of personal property held as an investment
- Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes

Assets Disposed of for Less than Fair Market Value (FMV) during two years preceding effective date of certification or re-certification.

For all Certifications and Re-certifications, the BHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or re-certification.

If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows:

- all assets disposed of for less than FMV,
- the date they were disposed of,
- the amount the family received, and
- the market value of the assets at the time of disposition.

Third party verification will be obtained wherever possible

K. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses
Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical and Handicapped Assistance Expenses
Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

- Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by

the family
- Written confirmation from the Social Security Administration's of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:
- A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes
- Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services
- Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months
- Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
- Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. BHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.
- The BHA will use mileage at the BHA's rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities
In All Cases:
- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed
- Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:
- Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided
- Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:
- Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus
- In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

L. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity
In order to prevent program abuse, the BHA will require applicants to furnish verification of legal identity for all family members.

Verification of Marital Status
Verification of marital status would be used to determine spouse for income and deduction and non-citizen purposes. Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer. Verification of a separation may be a copy of court-ordered maintenance or other records. Verification of marriage status is a marriage certificate.

Familial Relationships
Certification will normally be considered sufficient verification of family relationships. In cases where reasonable

doubt exists, the family may be asked to provide verification. The following verifications will be required if certification is insufficient:

Verification of relationship:

- Official identification showing name
- Birth Certificates
- Baptismal certificates

Verification of guardianship is:

- Court-ordered assignment
- Affidavit of parent
- Verification from social services agency.

Evidence of an established family relationship:

- Joint bank accounts or other shared financial transactions
- Leases or other evidence of prior cohabitation
- Credit reports showing relationship

Split Households: Domestic Violence

Verification of domestic violence when assessing applicant split households includes:

- Shelter for battered persons
- Police reports

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the BHA will consider any of the following as verification:

- Husband or wife institutes divorce action
- Husband or wife institutes legal separation
- Order of protection/restraining order obtained by one family member against another
- Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available
- Statements from other agencies such as social services that the adult family member is no longer living at that location
- If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Social Security Numbers

Social security numbers must be provided as a condition of eligibility for all family members. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration.

Verification of Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

M. VERIFICATION OF SUITABILITY FOR ADMISSION

Poor resident selection creates unnecessary expense to the BHA, has a demoralizing affect on BHA staff, and ultimately devalues the BHA's property. Standards for applicant screening must be applied uniformly to all families and should require that they demonstrate the ability to comply with essential provisions of the lease.

Sources to be used to determine suitability include but are not limited to:

- Criminal History Reports
- Prior landlord references
- Physicians, social workers, and other health professionals
- Bridgeport Housing Authority and Other PHAs (to whom the family may owe debt).

Ability to meet financial obligations under the lease

All applicants will be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

- All applicants will be interviewed and asked questions about the basic elements of tenancy
- The BHA will access a Credit Report on all applicants prior to selection
- The BHA will determine if applicants owe any monies to from previous tenancy or participation in any HUD housing program
- The BHA will independently verify the rent-paying history of all applicants for the previous three (3) years directly with the landlord(s).

Drug-related or violent criminal activity

The BHA will complete a criminal background check of all applicants, including other adult members in the household, or any member for which criminal records are available.

Housekeeping

The BHA will obtain references from prior landlords for the previous three (3) years to determine acceptable housekeeping standards. The BHA will conduct a home visit prior to admission.

N. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the BHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the BHA, and the resident suitability determination.

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant s eligibility, it is necessary to make final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.

Determination of Ineligibility and Notification

If an applicant is determined ineligible due to a negative landlord report, and the applicant is not able to justify reasons for the negative remarks, the applicant will have to wait a period of 24 months before re-applying. During this time, the applicant must demonstrate that he/she is able to maintain an apartment and meet the monthly financial obligation.

Factors that make an applicant ineligible as a result of a negative landlord report are:

- History of non-payment of rent
- History of poor housekeeping that prevents the peaceful enjoyment of the complex
- Destruction of private or public property
- Not able to get along with neighbors

- Engaging in criminal activity that is drug-related, or any other crimes that pose a threat to the life, health, safety and peaceful enjoyment of residents.

Chapter 4

RESIDENT SELECTION AND ASSIGNMENT PLAN

INTRODUCTION

It is the BHA's policy that each applicant shall be assigned an appropriate place on the BHA waiting list. The BHA will maintain separate waiting lists for its scattered site units and elderly communities, as well as its general occupancy communities. Elderly applicants and disabled applicants will be afforded the opportunity be listed on either the general occupancy, or elderly and disabled lists. Scattered site units are awarded based on the scattered site assignment plan found later in this Chapter.

Applicants will be listed in sequence based upon date and time the application is received and the size and type of unit they require. Applicants are also afforded the opportunity to list their top three (3) preferences for housing. If none of these preferences are available, applicants are offered the longest vacant available unit and if that unit is declined in writing, a second assignment is immediately offered. After a second refusal of an offered unit, that applicant is removed from the waiting list.

In filling an actual or expected vacancy, the BHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of accomplishing de-concentration of poverty and income-mixing objectives. The BHA will offer the unit until it is accepted. This Chapter describes the BHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

<u>BHA's Objectives</u>

BHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is the BHA's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

When appropriate units are available, families will be selected from the waiting list in their time-determined sequence.

By maintaining an accurate waiting list, the BHA will be able to perform the activities that ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the BHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility pool. Selection from the pool will be based on completion of verification.

A. MANAGEMENT OF THE WAITING LIST

The BHA will administer its waiting list as required by 24 CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

- The application will be a permanent file.
- All applicants in the pool will be maintained in order of date and time of application receipt.
- All applicants must meet applicable income eligibility requirements as established by HUD.
- In accordance with the Pequonnock Apartment Settlement Agreement.

<u>Opening and Closing the Waiting Lists</u>

The Authority's waiting list is currently closed. The BHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit and the ability of the BHA to house an applicant in an appropriate unit within a reasonable period of time.

BHA will advertise through public notice in local newspapers, minority publications and media entities. The notice will contain:

- The dates, times, and the locations where families may apply
- The programs for which applications will be taken
- A brief description of the program
- Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the BHA address and telephone number, how to submit an application, and information on eligibility requirements.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

The open period for the waiting list shall be long enough to achieve a waiting list adequate to cover projected turnover over the next 24 months. The BHA will give at least three days' notice prior to closing the list. When the period for accepting applications is over, the BHA will add the new applicants to the list by separating the new applicants into groups based on date and time of application.

The BHA will update the waiting list at least annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone. At the time of initial intake, the BHA will advise families of their responsibility to notify the BHA when mailing address or telephone numbers change. An update application and letter will be mailed allowing the applicant 14 days to complete and return the update application. Failure to return the application within the specified time frame will result in the application being withdrawn from the Low Income Public Housing Waiting List.

The Authority will re-open the list when there are less than 600 applicants on the list.

<u>Limits on Who May Apply</u>
Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application. Handicapped persons will be given preference over non-handicapped persons when accessible units are available. In the even that no interested person with a handicap is on the waiting list, the apartment will be assigned to a non-handicapped person(s), who may be request to move to another unit should the need arise.

When the application is submitted to the BHA, it establishes the family's date and time of application for placement order on the waiting list.

B. SITE BASED WAITING LISTS

The BHA will maintain a separate waiting list for its elderly only communities when the designation application for elderly only sites is approved by HUD. In the meantime, elderly and disabled applicants will be afforded the opportunity to be listed on both the general occupancy and elderly/disabled waiting lists. Applicants are also afforded the opportunity to list their top three (3) preferences for housing. If none of these preferences are available, applicants are offered the available unit and if that unit is declined in writing, a second offer will be made available immediately. After a second refusal of an offered unit, that applicant is removed from the waiting list.

Every reasonable action will be taken by the BHA to assure that applicants can make informed choices regarding the community(s) in which they wish to reside. The BHA will disclose information to applicants regarding the location of available sites, occupancy number and size of accessible units. The BHA will also include basic

information relative to amenities such as day care, security, transportation, training programs, and an estimate of the period of time the applicant will likely have to wait to be admitted to units of different types.

Scattered site units will be considered for immediate assignment to eligible households off the public housing waiting list provided they meet the requirements as set forth in this Chapter, Section I.

The wait list for homeownership units is governed by this policy Chapter 4 Section S., the Authority's Section 32 Home Ownership Plan, Declaration of Restrictive Covenants, Purchase Agreement, and Lease to Own Lease.

C. WAITING LIST PREFERENCES

The BHA will not operate a preference system for the public housing waiting list, except for:

- Involuntary displacement, which may include disaster or government action

D. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

The BHA will match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, de-concentration or income mixing, income targeting, or units in housing designated for the elderly limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and family characteristics, and, when available, applicant preference, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.

E. INCOME TARGETING

The BHA will monitor its admissions to ensure that at least 40 percent of families admitted to public housing in each fiscal year shall have incomes that do not exceed 30 percent of area median income of the BHA's jurisdiction.

Hereafter families whose incomes do not exceed 30% of area median income will be referred to as "very poor families."

The BHA shall have the discretion, at least annually, to exercise the fungibility provision of the QHWRA by admitting less than 40 percent of extremely poor families to public housing in a fiscal year, to the extent that the BHA has provided more than 75 percent of newly available vouchers and certificates to extremely poor families.

The fungibility credits will be used to drop the annual requirement below 40 percent of admissions to public housing for extremely poor families by the lowest of the following amounts:
The number of units equal to 10 percent of the number of newly available vouchers and certificates in the fiscal year; or

The number of public housing units that 1) are in public housing projects located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

<u>The Fungibility Floor</u>
Regardless of the above two amounts, in a fiscal year, at least 30% of the BHA's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause the BHA's overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

Fungibility shall only be utilized if the BHA is anticipated to fall short of its 40% goal for new admissions to public housing.

Low Income Family Admissions
Once the BHA has met the 40 percent targeted income requirement for new admissions of extremely low-income families, the BHA will fill the remainder of its new admission units with families whose incomes do not exceed 80 percent of the HUD approved area median income.

F. UNITS DESIGNATED FOR THE ELDERLY

In accordance with the 1992 Housing Act, elderly families with a head, spouse or sole member at least 62 years of age will receive a preference for admission to such units or buildings covered by a HUD-approved Allocation Plan, except for the units that are accessible, which may be offered to persons with disabilities. Currently the Authority does not have any units specifically allocated/designated for elderly only or disabled only population. Upon HUD approval of this designation plan, the Authority will apply the following policy.

The BHA will take the following action when processing families for developments designated for the elderly:

- When there are insufficient elderly families who wish to reside in a development, near-elderly families (head or spouse ages 55-61) receive a preference for this type of unit
- When there are insufficient elderly or near-elderly families who wish to reside in a development, and units are ready for leasing more than 60 days, all other family types are eligible for such units
- Families with members who require a unit with accessible features will receive preference for such units over families who do not require such features.

Procedure to Be Used When There Are Insufficient Applicants on the List
When there are insufficient applicants on the waiting list for an elderly-designated development, the development will contact applicants on the citywide waiting list to determine their interest in applying for the waiting list of the development with insufficient applicants on it.

If an interested elderly family is located, the housing management staff of the development with no waiting list will place the applicant on its waiting list and contact them to verify their eligibility and complete a full application when their name is close to the top of the waiting list.

Where the BHA anticipates that there are insufficient elderly or near-elderly families on the waiting list for these units the BHA will notify local senior service to recruit elderly families for the waiting list for these projects.

When there are no elderly applicants from other sites interested in the elderly-designated development, after conducting outreach, near-elderly applicants who are 46-62 years of age can be admitted to the elderly-designated development. If there are no near-elderly applicants on the list, the development housing management staff will contact near-elderly applicants on the citywide waiting list to determine interest and add to their list, if applicable.

G. UNITS DESIGNATED FOR THE DISABLED

In accordance with the 1992 Housing Act, disabled families with a head, spouse or sole member who qualifies as a person with disabilities as defined in 24 CFR 945.105 will receive a preference for admission to units that are covered by a HUD-approved Allocation Plan. Currently, there are no units designated for disabled only. Upon HUD approval of a designation plan, the Authority will operate the program under the following policy.

The BHA has units designed for persons with mobility, sight and hearing impairments (referred to as accessibility units). These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

Special Provision for Disabled Applicants

Generally, the BHA may not inquire if an applicant has a handicap or inquire as to the nature or severity of a handicap. The BHA is permitted to make inquiries to the extent necessary to:

- Determine the applicant's eligibility or level of benefits under the program. When the sole basis for determining an individual's eligibility is based on the person's handicap or disability, the BHA must verify the handicap or disability
- Determine if an applicant is qualified for a barrier-free unit available only to persons with disabilities
- Determine if a handicapped applicant may qualify as an "elderly family" and be entitled to admission to an elderly complex
- Verify an individual's disability to determine whether "reasonable accommodation" in rules, practices or services requested by a disabled applicant may be necessary.

The Authority will make reasonable accommodation to the known physical or mental limitations, as defined by Section 504 of the Rehabilitation Act of 1973, of otherwise qualified applicants with handicaps unless it can be demonstrated that such accommodation would impose an undue hardship on the operation of the Authority.

All information pertaining to an individual's handicap or disability is confidential.

Reasonable Accommodations

Reasonable accommodations are actions taken to ensure that the Authority's programs are readily accessible and usable by individuals with disabilities. Examples of reasonable accommodations would include, but are not limited to the following:

- Physical alterations to existing units
- Change or exceptions to policies, procedures or practices
- Provision or services
- Assignment or aides to beneficiaries
- Development of alternate accessible housing resources
- Provision of auxiliary aides.

The Authority determines the reasonableness of those actions and/or financial burden such actions create. The Authority will not take those actions that would result in an undue burden.

Undue Burden

Relative to reasonable accommodations for disabled residents and applicants, an undue burden can be either administrative or financial in nature and would represent a significant negative impact on the Authority's operation.

The nature and cost of the accommodations will be evaluated relative to the financial and administrative commitment that is required and the Authority's current capacity to fulfill that commitment (i.e., budget and staff resources)

The BHA may not require applicants to provide access to confidential medical records in order to verify disability status

When the BHA makes inquiries as to the nature and severity of disabilities, it will do so for all applicants to whom such inquires may pertain whether or not they have disabilities

Subject to the limitations above, the BHA may make inquiries necessary to determine the applicant's eligibility, level of benefits and suitability for tenancy provided such inquiries are made of all applicants whether or not they have disabilities. These inquiries include:

- Inquiring whether an applicant is a current illegal abuser or addict of a controlled substance or is currently engaging in the illegal use of drugs (see Section 512 of the Americans with Disabilities Act 1990, 104 Stat. 327)

- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance.
- If a disabled applicant does not meet the BHA's criteria for suitability for tenancy, the applicant must be admitted if he/she meets the BHA's criteria for suitability through reasonable accommodation.
- Objectionable behavior (failure to pay rent, disturbing neighbors, destroying BHA property, etc.) on the part of a handicapped applicant may form the basis for rejection, where such behavior cannot be corrected by reasonable accommodation even if the behavior is related to a disability
- The BHA will not assume that the presence of a particular disability or disabling condition automatically disqualifies an applicant for participation in the program or for a particular dwelling or type of dwelling. Example: A mobility impaired applicant may not be denied a unit with its only bathroom on the second floor, nor may a special showing be required by a disabled applicant
- If an applicant's sole qualification as an elderly family depends on a disability, the BHA must verify the existence of the disability or the applicant must forego the $400 elderly deduction
- The BHA will make inquiries regarding the nature and severity of disabilities to the extent necessary to determine whether the family's adjusted income should reflect a deduction based on Handicapped Assistance Expenses (See 24 CFR 913.102)
- The BHA will make inquiries regarding the nature and severity of disability to the extent necessary to determine whether a Personal Care Attendant is essential to the care and well being of a handicapped or disabled person (See 24 CFR 913.106 (c) (5))
- The Verification of Disability includes receipt of Social Security or Supplemental Security Income disability benefits. If such benefits are not being received, proof of residence in an institution, documents showing hospitalization for a disability or verification by a health or service professional such as a social worker may provide a basis for verification. For verification, generally, direct contact with a third party is preferable to accepting documents provided by the applicant

The BHA may not require a statement or verification from a physician when adequate verification is available from other sources

In evaluating a disabled applicant, the BHA must consider "mitigating circumstances" as with any applicant. In the case of a person with disabilities, mitigating circumstances may include participation in treatment programs and the availability of services and assistance from the community, friends and family

When an applicant (including applicants who are not disabled) cannot provide the customary information required to verity suitability for residency such as references from former landlords and credit reports, the BHA may consider other sources of information such as personal references, institutions where the applicant has lived, doctors, therapists and service agency personnel. Home visits and interview may also provide valuable information for making determination of suitability for residency.

H. GENERAL OCCUPANCY UNITS

General occupancy units are designed to house all populations of eligible families. In accordance with the BHA's occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to the BHA's general occupancy units.

I. SCATTERED SITE UNITS

The BHA owns and operates a number of scattered sites throughout the City of Bridgeport. These units are made up of single-family homes, duplexes and multi-family developments that are located in different neighborhoods.

The BHA will select families for the scattered site units through the following priority:

1. Current public housing residents based on the criteria set forth in this Chapter and Section including Chapter 9 of this policy statement. Residents will be notified of vacancies in the scattered site units and on the scattered site unit waiting list via the Resident Newsletter and monthly postings in the Site

Management Offices. Interested residents must contact their Site Manager to inform BHA of their interest in the Scattered Site program and follow the procedures set forth in Chapter 9.

Resident applicants will be selected for scattered site housing based on the following criteria:

- Good BHA Tenancy
- Resident applicants for BHA scattered site housing must show a minimum of one (1) year of responsible BHA tenancy, including:
- Excellent rent paying habits – applicant must have good and consistent rent payment history of monthly resident rent, including zero (0) late payments over a period of not less than two (2) years
- Positive credit rating – applicant must have a good credit rating at the time of the scattered site housing request
- Full compliance with lease obligations – applicant must be consistently current in all of their lease obligations over a time period of not less than two (2) years
- Proven good housekeeping habits – applicant must have a history of good housekeeping, maintaining the BHA unit in a clean and safe condition, as proven by routine maintenance inspection reports
- Participation in BHA activities and resident organization meetings, either at their specific housing community or the general Resident Advisory Board meetings. A complete listing of all eligible BHA-sponsored community activities can be found at each Site Management Office. Notice from a Site Manager or activity coordinator or an attendance sheet can serve as verification of participation.

Resident applicants who have been with the Authority for less than one year will not be considered for this type of transfer as they have been recently housed.

2. Applicants from the public housing waiting list that meet the following criteria, in addition to requirements set forth in Chapter 2 of this policy:
   - Meet the targeted income requirement of the area median income based on family size:
     i. 50 – 80% of AMI
     ii. 30 – 50% of AMI
   - Positive credit report
   - Clean background checks for all members over 16 years of age in the household
   - Proven housekeeping habits based on HQS inspection conducted by the Authority

The selection process for these families will be consistent with HUD's affirmative fair housing objectives (24 CFR 960.211 (b)(3)) and in compliance with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964.

<u>Self Sufficiency</u>
Resident applicants for BHA scattered site housing must be able to meet all financial obligations, including rent and utilities and be able to apply for and maintain all utilities in his/her name. The Authority encourages all interested applicants to participate in a self-sufficiency program to acquire the skills so they may live in a scattered site setting as independently as possible.

<u>Panel Review</u>
Resident applicants for BHA scattered site housing must be reviewed by a panel of four persons composed of BHA staff for final housing consideration. BHA staff referral will be based on the requirements listed above, and final eligibility for scattered sites will be approved for eligible applicants.

J. DECONCENTRATION OF POVERTY AND INCOME-MIXING

The BHA's admission policy is designed to provide for de-concentration of poverty and income mixing by bringing higher income residents into lower income projects and lower income residents into higher income projects. Gross annual income is used for income limits at admission and for income-mixing purposes.

Skipping of a family on the waiting list specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met.

The BHA will gather data and analyze, at least annually, the resident characteristics of its public housing stock, including information regarding resident incomes, to assist in the BHA's de-concentration efforts.

The BHA will use the gathered resident incomes information in its assessment of its public housing developments to determine the appropriate designation to be assigned to the project for the purpose of assisting the BHA in its de-concentration goals.

If the BHA's annual review of resident incomes indicates that there has been a significant change in the resident income characteristics of a particular project, the BHA will evaluate the changes to determine whether, based on the BHA methodology of choice, the BHA has met the de-concentration goals.

Deconcentration and Income-Mixing Goals
Admission policies related to the deconcentration efforts of the BHA do not impose specific quotas. Therefore, the BHA will not set specific quotas, but will strive to achieve deconcentration and income mixing in its family developments through regular monitoring of the Authority's Combined Resident Ledger.

K. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST

The BHA will not merge the waiting lists for public housing and Section 8. However, if the Section 8 waiting list is open when the applicant is placed on the public housing list, the BHA must offer to place the family on both lists. If the public housing waiting list is open at the time an applicant applies for Section 8, the BHA must offer to place the family on the public housing waiting list.

The Housing Authority will comply with all the terms of the Pequonnock Apartment Settlement Agreement. The Authority will continue to refer public housing applicants on the wait list to the Authority's Section 8 Voucher Program. The Authority will mail a response letter to applicants requesting their choice between public housing and Section 8. Should they choose Section 8, they shall be referred to the Section 8 Administrative Office. Should they choose public housing, the applicant proceeds with verification procedures. Applicants must decide within 14 days of receipt of the letter. Should an applicant choose Section 8 then decide to return to the public housing waiting list, they shall be reinstated as a public housing applicant and may proceed towards verification.

L. REMOVAL FROM WAITING LIST AND PURGING [24 CFR 960.204(a)]

The waiting list will be purged at least once a year by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within 14 working days s/he will be removed from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply with the proscribed period.

Notices will be made available in accessible format upon the request of a person with a disability.

M. OFFER OF ACCESSIBLE UNITS

The BHA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, the BHA will offer such units:

- First, to a current occupant of another unit of the same development, or other public housing developments under the BHA's control, who has a disability that requires the special features of the vacant unit
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the BHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

N. PLAN FOR UNIT OFFERS

When the waiting list is re-opened, the following guidelines will be used. The BHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is as follows:

The BHA will offer the applicant the next available unit of appropriate size in whatever complex the vacant unit may exist, attempting first to match the applicant's preferences with the unit assigned. If the applicant refuses the offer, they will be given a second offer, and should they refuse, they will be removed from the waiting list. The second refusal will result in the applicant being withdrawn from the waiting list. The applicant will have to wait a period of 24 months before reapplying provided that the wait list is open.

If an applicant has not responded to a unit offer mailed to the last known address within ten (10) calendar days from the date of the notice, the application will be withdrawn and the file documented accordingly.

For the purposes of this policy, the applicant would not be considered to have been offered a unit if he/she informs BHA of one of the following circumstances:

- The unit is not of the proper size and/or type and the applicant would only be able to reside there temporarily.
- The unit contains led-based paint, and accepting the offer could result in subjecting the applicant's child(ren) under seven years of age to lead-based paint poisoning.
- The applicant is unable to move at the time of the offer and presents clear evidence that substantiates this to the BHA's satisfaction. Examples of this include:
  - a A doctor verifies that the applicant has just undergone major surgery and needs a period to recuperate.
  - b A court verifies that the applicant is serving on a jury that has been sequestered.
  - c Accepting the offer would result in undue hardship to the applicant not related to consideration of race, creed, color, national origin or language, such as making employment or day care facilities inaccessible, and the applicant presents clear evidence which substantiates this to the BHA's satisfaction.

O. CLOSING OF PUBLIC HOUSING WAIT LIST

The Authority reserves the right to close the public housing waiting list when the list reaches above 600 applicants. The Authority will publish a notice indicating its intent to close the wait list thirty days (30) prior to closing the wait list.

P. CHANGES PRIOR TO UNIT OFFER

Changes that occur during the period between removal from the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Resident Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable.

Q. APPLICANT STATUS AFTER FINAL UNIT OFFER

When an applicant rejects the final unit offer, the BHA will remove the applicant's name from the waiting list.

Removal from the waiting list means the applicant must wait 24 months before reapplying for the public housing program.

If the unit offered is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list.

R. TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept a unit offer within ten (10) working days of the date the offer is made. Offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, the BHA will send a letter.

Applicants With a Change in Family Size or Status
Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. The BHA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit.

S. INCENTIVE TRANSFER POLICY FOR HOMEOWNERSHIP UNITS and LEASE-TO-OWN PLAN UNDER THE SECTION 32 HOMEOWNERSHIP PROGRAM

Residents of public housing and Section 8 Voucher Participants may be eligible to participate in the Authority's Section 32 Homeownership Program. However, until as such time as the Authority receives approval from HUD for its homeownership plan, the Authority will operate the selected units, to include Pembroke II, Victorian Gardens and other to be determined units, as scattered site housing and will apply the following requirements for transfer and occupancy.

Residency Requirements

The Authority will review applications in the following priority:

1. **Current residents of public housing for more than two years**
2. **Current residents of public housing for less than two years but more than one year**
3. **Eligible applicants from the public housing wait list**

Once HUD has approved the homeownership plan, Section 8 Voucher recipients would be eligible to participate in the program. Residents may co-apply with a non-resident provided the non-resident fulfills all other admission requirements, their combined income does not exceed 80% of area median income for their family size, and is verified as a family member, limited to sibling, parent, adult child, grandparent, or grandchild.

Income Requirements

Applicants must earn a minimum of $25,000 to be eligible for units at Pembroke II, Victorian Gardens, and selected scattered sites. Applicants cannot exceed 80% of area median income for their family size, except for law enforcement officials.

Units to be sold

~~The Authority has identified Pembroke II, Victorian Gardens and to be determined scattered sites as part of this lease-to-own program and occupancy of these units will be governed by this policy, Section 32 Homeownership Plan, Lease-to-Own lease, and Declaration of Restrictive Covenants.~~

Other Requirements

After meeting the residency and income requirements, recommendation for transfer or admission approval will be allowed only if the household meets all of the other following requirements:

- Head of household must have stable employment history
- Excellent rent payment history not to exceed 3 late payments in the last two years for residents over two years; not to exceed 2 late payments for residents less than two years but more than one year; or written positive report from the landlord for applicants off the public housing wait list
- Clean criminal background history to include co-applicants and additional household members over the age of 16
- Good credit history
- Excellent inspection reports under the UPCS or HQS standards depending on residency
- Commitment to meeting the program requirements of the Section 32 homeownership program
- Date/Time and lottery in the event of excessive and approved applications.

Household Size Requirements

~~The Authority will make every effort to occupy the units by appropriate sized families based on the Authority's admissions guidelines. But since HUD does not have statutory requirements specifying the number of persons who may live in a unit of various sizes, the Authority is permitted to develop occupancy standards provided it does not have the effect of discriminating against families with children. As such Chapter 5 Section A of this policy statement provides guidance for determining bedroom size. Subsequently, the Authority is permitted to have exemptions under Chapter 5 Section B of this policy statement.~~

~~Since the identified units are being marketed as homeownership units, the Authority will allow for households who do not meet the unit size guidelines but meet all other requirements of this Chapter and Section to occupy the identified units under the following circumstances:~~

- To avoid long-term vacancies
- Does not displace an eligible applicant's household who meet the unit size requirement from occupying the same unit
- To market the unit as prospective homeownership units
- Does not discriminate the applicant on the basis of their familial status
- Or to provide reasonable accommodations due to disability

Notices

The Authority will market this program through local site notices, BHA newsletter, The Word, flyers, posters, and mailings to all residents of public housing and Section 8 voucher recipients. The notices will be generated by the Executive Office indicating when and where applications are available for review and pick up.

Procedural Requirements

The Authority will review previously submitted applications for the Section 32 Homeownership Program/Incentive Transfer Policy and will occupy Pembroke II units with eligible and approved applicants. Approved applicants must then submit a transfer request with their Site Manager. The request shall be forwarded to the Resident Selection Office for assignment and transfer of the household's file to the receiving Site Manager's office.

For all other vacant homeownership units, interested applicants must complete and submit the Section 32 Homeownership Form, which requires submission of documents such as paystubs, IRS tax returns, credit reports and other reports which would assist the Authority in determining the eligibility of the applicant. Application forms are available at the Community Affairs Department located at 301 Bostwick Avenue; Resident Selection Office located at 505 Trumbull Avenue; The BHA Administrative Offices located at 150 Highland Avenue; the Section 8 Administrative Building located at 415 Warren Street; other housing sites and scattered site office; and our website at www.bridgeporthousing.org. Completed forms must be returned to the Resident Selection Office.

A homeownership selection committee shall review the preliminary eligibility requirements of the applicant and co-applicant if appropriate. The order of priority to which the recommendations will be made will be as follows:

- Residency requirement
- Income eligibility
- Rent history
- Criminal background checks
- Credit history
- Inspection reports
- Appropriateness of family size
- Commitment to lease-to-own process and to homeownership training program
- Date/Time then lottery in the event of excessive and approved applications

Once an applicant has been recommended and approved, the applicant must submit a transfer request with the Site Manager or Section 8 Office. The request shall be forwarded to the Resident Selection Office for assignment and transfer of file documents. This transfer is not in conflict with the Authority's current transfer policy. Transfers will be limited to families who would be considered first-time homebuyers as defined by the U.S. Department of Housing and Urban Development.

Prior to transfer, the applicant must agree and sign to the provisions of the Lease-to-Own lease. Upon signing, the applicant's residency will be governed by this document including the Authority's Section 32 Homeownership Program and Declaration of Restrictive Covenants, which requires that applicants participate in a lease-to-own phase for a prescribed time period prior to exercising their purchase option, once approved by HUD. Otherwise, the current lease governs the applicant's residency.

During the lease-to-own phase, families are still considered public housing residents and must comply with requirements under the Authority's Low-Income Public Housing Admissions and Continued Occupancy Policy. However, residents are afforded maintenance services to include warranty, emergency and routine maintenance issues. During the lease-to-own period, the household must remain current in all lease obligations and monthly rental payments in order to complete the lease purchase option.

Rent Payment Option

~~As identified in the Authority's Admissions and Continued Occupancy Policy, during the lease-to-own phase, residents will be afforded the option to pay their rent based on their income or based on a flat rate. The income based rent shall not exceed 35% of their income. The flat rent schedule is identified in Chapter 6 Section N of this policy.~~

Escrow Account

During the lease-to-own phase, households will be required to pay 35% of their income towards this program. Thirty percent will be applied towards rent. The five percent can be escrowed under their name and managed by the Authority or by a community agency that operates an Individual Development Account (IDA), which matches dollar for dollar the residents' savings and may only be used for homeownership activities. Upon sale of the unit, the household must utilize this escrowed account towards down payment and closing costs. Should the household decide not to exercise their right of first refusal, the Authority is obligated to return the escrowed amount including interest. For the IDA program, the resident must comply with those program requirements.

Homeownership Training

Once a participant moves into the unit, they must participate in a HUD certified homeownership training program for a minimum. Attendance and completion to the scheduled trainings are requirements of the program. Failure to comply will result in termination from the program.

Purchase of unit

The participant must purchase the unit at the end of 12 months of their residency. The Authority may grant a one-time extension of the applicant's requirement to purchase the unit for another 12 months at the request of the resident applicant and for good cause.

~~The Authority will conduct a fair market analysis of the identified properties values in order to set a baseline price. However, the selling price will be the appraised value conducted by an independent MIA inspector one month prior to exercising their right of first refusal. Families will then take out a first mortgage not to exceed 35% of adjusted household income for the principal, interest, taxes, and insurance. In cases of Pembroke II and other to be determined scattered site, the Authority cannot include utilities and/or association fees. A Silent Second Mortgage will be utilized in order to make up any difference between the appraised value and the homeowner's first mortgage.~~

The sale and resale of the units will be governed by the Section 32 homeownership Plan, Lease-To-Own Lease, Declaration of Restrictive Covenants, Deed, and/or Purchase Agreement. Terms and conditions of the sale of the unit are spelled in its entirety in the given documents.

Non-purchasing residents

The Authority reserves the right to relocate households who do not exercise their right of first refusal, at the expense of the Authority, if in the best interest of the Authority and prospective homeownership applicants. The Authority will comply with 24 CFR 906.13 and 24CFR 906.23 when relocating a family.

Records, Accounts and Reports

The following staff will administer and maintain the properties:

- Executive Director will be responsible for the overall oversight of the implementation of the plan
- The Special Assistant to the Executive Director will be responsible for the daily execution of the details of the plan; will coordinate with the Chief of Staff, Chief Financial Officer, Deputy Director, Directors of Modernization, Community Affairs, Section 8, Maintenance and Property Management; will report to the Executive Director; will coordinate with the homeownership training counseling agency; lead the Home ownership Selection Committee

- Chief Financial Officer will be responsible for maintaining accounting records of all financial transactions in coordination with the servicing bank
- Director of Modernization will be responsible for the proper completion of the rehabilitation process
- Director of Property Management will assist in marketing the program to the Authority's participants, site management, collection of rent and maintenance of site during lease to own phase
- Director of Section 8 will assist in marketing the program to Section 8 voucher recipients, participate in the Selection Committee
- Resident Selection Department will process approved applicants file documents according to transfer policies

Chapter 5

GENERAL OCCUPANCY GUIDELINES

INTRODUCTION

The Occupancy Guidelines are established by the BHA to ensure that families occupy the appropriate sized units. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family size changes, or when a family requests an exception to the occupancy guidelines.

A. DETERMINING UNIT SIZE

The BHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. The BHA's Occupancy Guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines. Generally the BHA will assign one bedroom to two people within the following guidelines:

- Generally, children shall not be required to share a bedroom with parents(s). However, if a larger unit is not available, children under 18 years of age may occupy the parent(s)' bedroom
- Adults of different generations and unrelated adults will not be required to share a bedroom
- Foster children will be included in determining unit size
- Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family
- Space may be provided for a child who is away at school but who lives with the family during school recesses
- The living room will not be used as a bedroom
- For serious medical reasons, a separate bedroom may be provided for an individual family member if such need is verified in a manner acceptable to the BHA
- In complexes designated as elderly, admission is limited to applicants who meet the definition of elderly, handicapped or disabled
- For the purpose of determining unit size, the BHA will include as members of the household, all children anticipated to reside in a dwelling unit (i.e., children expected to be born to pregnant women, children who are in the process of being adopted by an adult, or children whose custody is being obtained by an adult, or children who are temporarily absent from the home due to placement in foster care) when considering family composition and family size.

GUIDELINES FOR DETERMINING BEDROOM SIZE

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

B. EXCEPTIONS TO OCCUPANCY STANDARDS

The BHA will grant exceptions from the guidelines in cases where it is the family's request or the BHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

- If a specific room size is not available and a family desires to take a different room size for the sake of needing to be housed, the BHA will allow the family to accept a smaller or larger unit with the understanding that they must wait a full twelve (12) months before requesting a transfer. The request must be submitted in writing to the BHA. The exception shall be if the unit size will tend to cause a Housing code problem or a serious case of over-crowdedness by which permission will not be granted
- To avoid vacancies, the BHA may provide a family with a unit that is larger than suggested above with the provision that the family will move to a smaller unit when another family needs the unit and a suitable smaller unit is available
- The BHA may permit a lower level of occupancy in certain complexes in order to help market units in hard-to-rent complexes (i.e., complexes with high vacancy rates or in the absence of larger families on the waiting lists). For example, the BHA may allow two-person families to obtain three-bedroom units in such complexes in order to help market the units. This does not mean, however, that families with more than two persons will be forbidden from occupying two-bedroom units in such complexes subject to reasonable occupancy limits adopted consistent with this section
- The family may request to be placed on a larger bedroom size waiting list than indicated by the BHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the BHA before the family is placed on the larger bedroom size list. The HA will consider these requests
- Or Chapter 4 Section S Incentive Transfer Policy household size requirement

<u>Persons with Disabilities</u>
The HA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified. If, because of a physical or mental disability of a household member or a person associated with that household, a family may need a unit size that is larger than the unit size suggested in the Guidelines For Determining Bedroom Size, it may be an unlawful failure to not allow a reasonable accommodation or to deny such a family the opportunity to apply for and obtain such a unit.

C. ACCESSIBLE UNITS

The BHA has units designed for persons with mobility, sight and hearing impairments, as well as adaptable accessible units. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications. Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units. No non-mobility-impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

D. FAMILY MOVES

When a change in the circumstances of a resident family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested the family will be placed on the Transfer List.

The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be taken to the Executive Director who will make determination after review of the situation, the individual circumstances, and the verification provided.

Chapter 6

DETERMINATION OF TOTAL RESIDENT PAYMENT

INTRODUCTION

The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the regulations. The Total Resident Payment includes charges for excess utility consumption or other charges.

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Resident Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. BHA's policies in this Chapter address those areas that allow the BHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

The Total Resident Payment is the greater of:

- 30% of the adjusted monthly income or 90% of Fair Market Rent
- 10% of the monthly income
- Welfare rent in as-paid localities only
- The minimum rent of $50 as established by the BHA
- Or flat rent based on Section N of this Chapter

A. MINIMUM RENT

The minimum rent for this Authority is $50. The minimum rent refers to a minimum total resident payment and not a minimum resident rent. BHA recognizes that in some instances even the minimum rent may create a financial hardship for families. BHA will review all relevant circumstances brought to the Site Manager's attention regarding financial hardship as it applies to minimum rent.

For a family whose initial lease was effective prior to August 1, 1982, and who continues to reside in the same complex or participate in the same program of the BHA, the Total Resident Payment shall not be increased by more than ten (10) percent during any twelve (12) month period.

The following section states the BHA's procedures and policies in regard to minimum rent financial hardship as set forth by the QHWRA.

<u>BHA procedures upon notification by family requesting exemption</u>
All requests for minimum rent exemption are required to be in writing. Requests for minimum rent exemption must state the family circumstances that qualify the family for an exception.

The Authority will grant the minimum rent exemption beginning the following month the family's request for hardship exemption. The Authority will promptly determine whether a qualifying hardship exists and whether it is temporary or permanent.

The Authority will not evict the family for non-payment of minimum rent during the 90-day period beginning the month following the family's request for exemption. Should the Authority discover that the hardship is temporary, the Authority will reinstate the minimum rent from the beginning of the suspension of the minimum rent. The Authority may allow a repayment agreement, according to BHA terms and conditions, for the amount of back minimum rent owed by the family.

The Authority will use its standard verification procedures to verify circumstances that have resulted in financial hardship, such as loss of employment, death in the family, etc.

BHA Criteria for Temporary Hardship Exemption

Hardship exemptions are limited to the following criteria:

- The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance
- The family would be evicted as a result of the imposition of the minimum rent requirement
- The income of the family has decreased because of changed circumstances, limited to:
- Loss of employment
- Death in the family
- Other circumstances as ruled by HUD

BHA Criteria for Permanent Hardship Exemption

- Permanent hardship exemptions beyond the 90 days is limited to:
- Permanent loss of income due to permanent disability preventing employment capacity and death of income provider(s) in household.

Repayment Agreements Terms and Conditions

This statement is limited to repayment agreements for hardship exemption. The Authority will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

If the family owes the HA money for rent arrears incurred during the minimum rent period, the HA will calculate the total amount owed and divide it by 12 to arrive at a reasonable payment increment. The family will be required to pay the increased amount until the arrears are paid in full.

The HA will not enter into a repayment agreement that will take more than 12 months to pay off.

If the family goes into default on the repayment agreement for back rent incurred during a minimum rent period, the HA will re-evaluate the family's ability to pay the increased rent amount and:

- Determine whether the family has the means to meet the obligation and, if so determined, initiate eviction proceedings for nonpayment of rent; or
- Determine that the repayment agreement is a financial hardship to the family and if so restructure the existing repayment agreement.

B. INCOME AND ALLOWANCES

Income is defined as the types of money that are to be used as income for purposes of calculating the TTP and defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented.

Income includes, but is not limited to:

- The full amount (before any payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services (i.e. clerk's total salary, waiter's total salary and tips or salespersons gross salary and commission).
- The net income from operation of a business or profession (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business). An allowance for depreciation of assets used in a business or profession may be deducted based on a 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 a reimbursement of cash or assets invested in the operation by the family (i.e. landscaper's income after deductions for gas and machinery maintenance)

- Interest, dividends and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property. 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 (i.e. interest from a savings or checking account.)
- 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 amount or prospective monthly amounts for the delayed start of a periodic amount except for deferred periodic amounts from supplemental social security income and social security benefits that are received in lump sum amount or in prospective monthly amounts.
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay except as provided in paragraph 24 CFR 5.609(c)(3)
- 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 actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of the amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities plus 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 shall be the amount resulting from one application of the percentage.
- Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling (i.e. money sent by daughter to mother each month).
- All regular pay, special pay and allowances of a member of the Armed Forces who is head of the family, spouse or other family member whose dependents are residing in the unit (salary of an army private in Germany whose child is living with the family).
- Amounts by which educational grants, scholarships or VA benefits exceed expenses for tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses of the student at an educational institution, including vocational and technical training centers.
- Assets sold for less than market value, which 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 the trust, but not in 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 (i.e. selling a house to a family member for $1 when the market value is $25,000).

Annual Income is defined as the gross amount of income anticipated to be received by the family (all adult family members, even if temporarily absent) during the 12 months after certification or re-certification. Annual Income includes derived from assets, exclusive is used to determine whether or not applicants are within the applicable income limits (24 CFR 5.607).

Gross Income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD.

Adjusted Income is defined as the Annual income minus any HUD allowable deductions.

<u>Annual Income Exclusions</u>
Annual income does not include temporary non-recurring or sporadic income. The BHA adopts the following additional exclusions from annual income:

- Temporary, non-recurring or sporadic income or gifts
- Amounts that are specifically received for, or in reimbursement of the cost of illness or medical care of any family member

- Lump-sum additions to family assets, such as inheritances, insurance payments (including lump-sum payments under health and accident insurance and workmen's compensation), one-time lottery winnings, victim's restitution, capital gains, and settlement for personal or property losses
- Full amount of student financial assistance paid directly to the educational institution or to the student
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Income from employment of children (including foster children) under the age of 18 years
- Payments received for the care of foster children or adults (usually persons with disabilities, unrelated to the tenant family and who are unable to live alone).
- Income of a Live In Aide
- Amounts received under training programs by HUD such as Youth Build.
- Amounts received by a disabled person 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)
- Any amounts that would be eligible for exclusion 1613 (a) (7) of the Social Security Act. The amounts referred to are deferred periodic payments received in lump sum from SSI and Social Security
- 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 which are made solely to allow participation in a specific program
- Any amounts that would be eligible for exclusion from CFR guidelines Title 24 Chapter IX Section 960.255, which in summary grants exclusion to a resident family member who is employed but was unemployed for 1 or more years, for a family member whose income increase during participation in any economic self-sufficiency or job training program, or a family member whose earnings increased or new employment and has received assistance worth at least $500 from TANF in the last 6 months. The Authority will grant a 12-month income exclusion of increased earned income followed by a 12-month 50% phase-in of increased in earned income for qualified families.
- Payments received as a result of Agent Orange settlements

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 the 1937 Housing Act as amended. The following types of income are subject to such exclusion:

- Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4621-4638);
- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2011-2029);
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 4951-4993);
- Payments received under the Alaska Native Claims Settlement Act (42 U.S.C. 1626(a));
- Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459 (a));
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8621-8629);
- Payments received from the Job Training Partnership Act (29 U.S.C. 1552(b));
- The first $2,000 of per capital shares received from judgment funds awarded by the Indian Claims Commission of the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117).
- Payments received from programs funded under Title V of the Older Americans Act of 1965.
- Earnings in excess of $480 for each full-time student 18 years old or older (exceeding the head of household, spouse)
- Adoption assistance payments in excess of $480 per adopted child
- Resident Service stipend, not to exceed $200 per month for services to the BHA.
- Adult foster care payments
- State or local employment training programs and training of resident management staff
- State tax rent credits and rebate.
- Home care payments

- Stipends to reimburse residents for expenses serving as members of the BHA Board of Commissioners

Other allowable exclusions are as follows:

- Payments made to keep developmentally disabled family members at home. Amounts paid by 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.
- 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.
- Payments received under the Maine Indian Claims Settlement Act of 1980
- Child care arranged or provided under the Child Care and Development Block Grant Act.
- Earned income tax-credit refund payment
- Payments by the Indian Claims Commission to the Confederate Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.
- The first $2,000 of income received by individual Indian derived from interests or trust or restricted land
- Any allowance paid under provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam Veteran.
- Any amount of crime victim compensation that the applicant through the Victims of Crime Act receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Act because of the commission of a crime against the applicant.
- Amounts earned by census takers who's employment does not exceed 180 days.
- Federal scholarships under the Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance program.
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians

<u>Allowable Deductions for Adjusted Income</u>
HUD has five allowable deductions from Annual Income:

- Dependent allowance: $480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled
- "Elderly" allowance: $400 per household for families whose head or spouse is 62 or over or disabled
- Allowable medical expenses for all family members are deducted for elderly and disabled families
- Childcare expenses for children under 13 are deducted when childcare is necessary to allow an adult member to work, attend school, or actively seek employment
- Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

C. TRAINING INCOME EXCLUSIONS [24 CFR 5.609(c)]

The BHA believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

The BHA will share information regarding new policies governing training income derived from qualifying employment-training programs with applicants, participants and local social service providers. The BHA's objective is to encourage families to move toward self-sufficiency by excluding from their annual income certain amounts earned through participation in various qualifying training programs. These training programs are aimed at offering the resident gainful employment skills. The exclusion of training income, in the calculation of annual income, is meant to be an incentive. It is the BHA's hope that welfare agencies will adopt or modify their programs so that welfare recipients living in Public Housing will receive the maximum benefits from these income exclusions.

In order to be eligible for the exclusion the resident must actually receive training under the provisions of the program. For purposes of this exclusion, it is not enough for the resident to merely be enrolled.

There are two types of training programs that are eligible for one or more types of income exclusion.

1. Training Income Exclusions in Accordance with 24 CFR 5.609(c)(8)(v)

The first type of training program is in accordance with 24 CFR 5.609 (c) (8)(v) and has features that allow the training income of assisted housing residents to be excluded only while the resident is actively enrolled in the training program.

A training program qualifying under 24 CFR 5.609 (c)(8)(v) is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one which enhances the individual's ability to obtain employment. The training program may have performance standards to measure proficiency. Training may include, but is not limited to:

- Classroom training in a specific occupational skill
- On-the-job training with wages subsidized by the program
- Basic education.

For this purpose Annual Income does not include incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs.

2. Training Income Exclusions in Accordance with 24 CFR 5.609(c) (13)

This training program is specific to public housing residents only and the regulation requires it to include specific features. This training program offers public housing residents the exclusion of incremental income while in the training program and for 12 months following the start of their first job.

The BHA will determine that this training program has all five components required by HUD. It must:

- Be a program providing employment training and supportive services
- Be authorized by a Federal, State or local law
- Be funded by the Federal, State or local government
- Be operated or administered by a public agency, and
- Have as its objective to assist participants in acquiring employment skills.

A qualifying job-training program may be one that is established by the government but implemented by a private company for and on behalf of the government.

In addition, to qualify as a 5.609 (c)(13) program, the employment training program must offer the resident at least one of the following supportive services:

- Child care
- Transportation
- Personal welfare counseling (family/parental development counseling, parenting skills training for adult and teenage parents, substance/alcohol abuse treatment and counseling, self-development counseling)
- Health care services (including outreach and referrals)
- Youth leadership skills; youth mentoring.

For purposes of the 5.609 (c) (13) exclusion and public housing particularly, Annual Income does not include incremental earnings and benefits resulting to any family member from participation in a program providing employment training and supportive services in accordance with the Family Support Act or any comparable Federal, State, or local law during the exclusion period.

<u>Exclusion Period</u>
The exclusion period is defined as the period during which the family member participates in a program described in this section, plus 12 months from the date the family member begins the first job acquired by the family

member after completion of such program, provided the training program is not funded by public housing assistance under the 1937 Housing Act.

Where applicable, the 12-month exclusion period runs continuously from the date the first job begins. 50% of their income will be excluded for the next 12 months. If the resident switches to a second job during the 12-month period the exclusion continues.

If the resident has a break in employment during the 12-month exclusion, any other income the person has during the break will be counted.

A person admitted into public housing after the completion of a qualifying employment training program, and who began employment while still an applicant and before coming into public housing, is entitled to the 12-month exclusion beginning with the date he/she became employed until the remainder of the 12 months. If the family member is terminated from employment with good cause, the exclusion period shall end.

Training Programs Funded by HUD

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

Upon employment with the BHA, the full amount of employment income received by the person is counted. There is no 12-month exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

Components Applicable to All Training Programs

In either program (24 CFR 5.609 (c) (8)(v) and (c) (13)) and at all times the income to be excluded is the incremental income only.

"Incremental income" is defined by HUD as the increase between the total amount of welfare and earnings of a family member prior to enrollment in the training program and welfare and earnings of the family member after enrollment in the training program.

All other amounts, (such as child support and alimony), are treated in the usual manner in determining annual income. Child support, or other income that is not earnings or benefits, is not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

Who is Eligible for the Exclusion

Any member of the resident's family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment-training program. If a family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on which type of program they are enrolled in.

Verification

Upon verification, residents who are actively enrolled in a qualifying training program will have the incremental income from the training program excluded from their annual income.

Employment Before Completion of Training Program

A resident who has substantially completed a training program in order to accept a job offer will be eligible for the 18-month exclusion of income. "Substantial completion" of a training program will be completion of 75% of the program.

If a resident has completed that portion of the training program necessary to get a job and continues simultaneously with the training program, the 18-month exclusion period will begin on the date the resident started the new job, not the date they complete the training program.

The resident is not required to get a job that is directly related to the training program to be eligible for the exclusion.

Other Factors to be Considered

There may be cases where a resident has no income just prior to enrolling in a training program. Since income prior to training must be established to determine the incremental earnings, BHA must use appropriate judgment before determining that the resident is totally without income.

If a resident has no income the day they enter a training program, but has a history of employment in the past, the BHA will use the AFDC income as the resident's base amount for determining earnings.

If more than six months goes by before the resident starts their first job, the earnings from that job will be counted in full.

The resident is required to notify the BHA within ten (10) working days of enrolling in a qualifying training program.

Residents who have a decrease in income as a result of enrolling in a training program may request an interim examination. The BHA will determine the decrease in incremental income as a result of the training program and adjust the resident's rent accordingly.

Residents who do not notify the BHA within ten working days of starting a training program, and have a decrease in income, will not have their rent adjusted retroactively.

D. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the BHA will use the AFDC income as the resident's base amount for determining earnings.

E. MINIMUM INCOME

There is no minimum income requirement. Families that report zero income will be required to provide information in a notarized letter regarding their means of basic subsistence, such as food, utilities, transportation, etc.

The HA will request credit checks for all adult members of families that report zero income. Where credit reports show credit accounts open and payments current, the HA will take action to investigate the possibility of fraud or program abuse.

F. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the BHA will calculate the Total Resident Payment by excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member.

G. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(a)(7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Resident Payment.

Any contribution or gift received every 12 months or more frequently will be considered a regular contribution or gift, unless the amount is less than $100 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts.

H. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(a)(7)]

Regular alimony and child support payments are counted as income for calculation of Total Resident Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the BHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The BHA will accept as verification that the family is receiving an amount less than the award if the BHA receives verification from the agency responsible for enforcement or collection.

I. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(5), (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, are not included as income.

J. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The BHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The BHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

The BHA's minimum threshold for counting assets disposed of for less than Fair Market value is $1,000. If the total value of assets disposed of within the two-year period is less than $1,000, they will not be considered an asset.

K. CHILD CARE EXPENSES

Childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work, attend school full time, or actively seek employment. In the case of a child attending private school, only before or after-hours care can be counted as childcare expenses.

Childcare expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the childcare. Examples of those adult members who would be considered unable to care for the child include:

The abuser in a documented child abuse situation, or
A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Childcare expenses must be reasonable. Reasonable is determined by what the average childcare rates are in BHA’s jurisdiction.

Allowable deductions for child care expenses is based on the following guidelines:

- Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.
- Child care for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

L. MEDICAL EXPENSES [24 CFR 5.603]

Amounts which are specifically received for, or in reimbursement of the cost of illness or medical care is considered an income exclusion.

M. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

If the cost of utilities (excluding telephone) is not included in the Resident Rent, a Utility Allowance will be deducted from the total resident payment. The Utility Allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, not on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Resident Payment, the BHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the resident. However, the Authority may pay directly to the utility supplier without first obtaining a resident's consent.

Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

When the supplier of utilities offers a "budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in the cost of utilities and ensures adequate heat in the winter. If the family is receiving AFDC, the BHA will encourage the family to consider a vendor payment plan for rent and utilities

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with resident-paid utilities

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

N. FLAT RENTS

PHA's are authorized to establish flat rents that reflect the reasonable market value of the housing unit, but are not less than 75 percent of the monthly per-unit operating costs. The BHA has adopted flat rents based on 90 percent (90%) of the Fair Market Rent.

Flat rents provide a cap or maximum rent that is advantageous to families of higher incomes. Establishing flat rents offers families of increasing or higher incomes an incentive for living in public housing. Flat rents help the BHA to attract higher income families and create a broad range of incomes and a more diverse resident body, which is consistent with HUD's affirmative fair housing goals. Flat rents serve to assist families transitioning from welfare to work and families that desire to obtain better jobs. Flat rents may also help the BHA to fill vacancies in some of its less desirable units or developments. Regardless of the family's choice, the family must pay at least the minimum rent set at $50.

Discounted Fair Market Rent as a Basis for Flat Rents

The BHA will apply flat rents to all of its public housing units, using as a discounted rate of the current fair market rent for units comparable in [size, location, quality, unit type, age, housing services, maintenance, utilities and amenities] in the area in which each public housing development is located.
The BHA will not set flat rents below the monthly operating cost to operate the units.
The BHA uses the Section 8 Annual Rent Reasonableness Study to establish Fair Market Rents.

Notice to Residents

The Authority will provide sufficient information for families to make an informed decision about its rent options. We will include the comparative dollar amounts of total resident payment for each option.
The Authority will also include our policies governing the flat rent, switch back to income-based rent, and financial hardship criteria.
The residents will be notified during annual re-certifications process with the necessary forms to indicate their choice of income-based or flat rent.

Procedure when family chooses flat rent

The rates are based on a market study indicating comparable unit sizes, location, quality, type, age, and amenities. The market study will be updated as market conditions change, but must be updated at least once every three years.
A standard form will be made available indicating the family's options and choice during annual re-certification. The family must submit this form to the Site Manager/Clerk indicating their choice.
If a family chooses flat rent, the Authority does not pay any utility reimbursements.
The Authority will conduct a reexamination of family income at least once every three years. However, the family must still re-certify their family composition annually.
The family will not be offered this choice more than once a year.

Switching from flat rent to income-based rent

A family may request a switch back to income-based rent before the next annual option to select the type of rent if the family is unable to pay due to financial hardship.
Hardship exemptions are limited to loss or reduction of employment, death in the family, reduction or loss of earnings or other assistance, and increase expenses limited to medical, child care, transportation, and education costs.

PEQUONNOCK SECTION/LOWER WOOD AREA

Charles Greene Homes, Catherine Street, Calhoun Street, Harral Avenue, Highland Avenue, Madison Avenue, Pequonnock Towers, Sedgewick Avenue

Unit Type	**Flat Rent**
Efficiency/Studio	$413.00
One (1) Bedroom	$525.00
Two (2) Bedroom	$638.00
Three (3) Bedroom	$731.00
Four (4) Bedroom	$825.00
Five (5) + Bedroom	$949.00

SOUTH END/WEST END AREA

Marina Village, P.T. Barnum, and Pequonnock Apartments, Atlantic Avenue, Center Street, Charles Street, Elmwood Avenue, Grove Street, Iranistan Avenue, Norman Court, Park Avenue, West Liberty, and Wood Avenue, Poplar Street, Carleton Avenue

Unit Type	**Flat Rent**
Efficiency/Studio	$413.00
One (1) Bedroom	$525.00
Two (2) Bedroom	$638.00
Three (3) Bedroom	$713.00

Four (4) Bedroom	$825.00
Five (5) + Bedroom	$949.00

UPPER EAST SIDE/MILL HILL AVENUE AREA

Asylum Street, Bond Street, Boston Commons, Concord Street, Grant Street, Kings Bury Road, Kossuth Street, North Bishop Avenue, North Ridgefield Avenue, Ogden Street EXT, Pixlee Street, Prince Street, Priscilla Street, Sheridan Street, Stillman Street, Summerfield Avenue, Tudor Hill, Velvet Street

Unit Type	**Flat Rent**
Efficiency/Studio	$450.00
One (1) Bedroom	$563.50
Two (2) Bedroom	$683.00
Three (3) Bedroom	$750.00
Four (4) Bedroom	$874.00
Five (5) + Bedroom	$1005.00

LOWER EAST SIDE/EAST END AREA

Fireside Apartments and Harborview Towers, Beardsley Street, Cowles Street, Dekalb Avenue, Hewitt Street, Newfield Avenue, Sixth Street, Williston Street, Caroline Street, Cedar Street, East Main Street, Hallett Street, Marlboro Court, Nichols Street, Steuban Street, Water view Avenue, Pembroke II

Unit Type	**Flat Rent**
Efficiency/Studio	$413.00
One (1) Bedroom	$525.00
Two (2) Bedroom	$638.00
Three (3) Bedroom	$713.00
Four (4) Bedroom	$825.00
Five (5) + Bedroom	$949.00

RESERVOIR AREA

Trumbull Avenue, Alba Avenue, Alexander Avenue, Ezra Street, Garden Drive, Hawley Avenue, Houston Avenue, Lindley Street, Parrot Street, Salem Street, Sound view Avenue, Sunshine Circle

Unit Type	**Flat Rent**
Efficiency/Studio	$488.00
One (1) Bedroom	$600.00
Two (2) Bedroom	$728.00
Three (3) Bedroom	$806.00
Four (4) Bedroom	$926.00
Five (5) + Bedroom	$1065.00

NORTH END AREA

Clark Street, Woodside Avenue

Unit Type	**Flat Rent**
Efficiency/Studio	$488.00
One (1) Bedroom	$600.00
Two (2) Bedroom	$728.00
Three (3) Bedroom	$806.00
Four (4) Bedroom	$926.00
Five (5) + Bedroom	$1065.00

LOWER NORTH END AREA

Unit Type	**Flat Rent**
Efficiency/Studio	$450.00
One (1) Bedroom	$563.00
Two (2) Bedroom	$683.00
Three (3) Bedroom	$750.00

Four (4) Bedroom	$874.00
Five (5) + Bedroom	$1005.00

BLACK ROCK AREA

Belmont Avenue, Harbor Avenue, Scofield Avenue

Unit Type	**Flat Rent**
Efficiency/Studio	$488.00
One (1) Bedroom	$600.00
Two (2) Bedroom	$728.00
Three (3) Bedroom	$806.00
Four (4) Bedroom	$926.00
Five (5) Bedroom	$1065.00

The Authority reserves the right to add newly constructed units as part of the Father Panik Village Replacement Program in the appropriate neighborhood.

Chapter 7

LEASING, RENT COLLECTION and LEASE TERMINATIONS

INTRODUCTION

It is the BHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the BHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A. LEASE ORIENTATION

Within 90 calendar days after the execution of the lease, the family head is required to attend a BHA lease orientation.

Orientation Agenda
When families attend the lease orientation, they will be provided with:

- A copy of the Lease
- A copy of the BHA Newsletter
- An agenda of upcoming BHA activities and Resident Advisory Board meetings.
- Topics to be discussed will include, but are not limited to:
- Applicable deposits and other charges
- Provisions of the Lease
- Orientation to the community
- Unit maintenance and work orders
- Explanation of occupancy forms
- Terms of occupancy
- Community Service and Self-sufficiency policy

B. EXECUTION OF LEASE

The lease shall be executed by the family head and spouse or co-heads of the household, and by an authorized representative of the BHA, the Site Manager, prior to admission.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the resident, and the BHA will retain one in the resident's file. The lease is incorporated into this policy by reference. The lease document will reflect current BHA policies as well as applicable Federal, State and Local law.
The following provisions govern lease execution and amendments:

- A lease is executed at the time of admission for all new residents and annually during recertifications for current residents.
- A new lease is executed at the time of the transfer of a resident from one BHA unit to another
- A Pet Policy has been amended to the Admissions and Continued Occupancy Policy
- If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change
- Lease signers must be persons legally eligible to execute contracts. If no member of the household is qualified to sign a lease, a legal guardian may co-sign the lease, subject to BHA approval

The names and date of birth of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit

Changes to resident rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by the BHA, which becomes an attachment to the lease. Documentation will be included in the resident file to support proper notice.

Households that include a Live-In Aide are required to execute a lease addendum authorizing the arrangement and describing the status of the attendant. Households that include a Live-In Aide will contain file documentation that the Live-In Aide is not a party to the lease and is not entitled to BHA assistance, with the exception of occupancy while serving as the attendant for the participant family member.

The BHA may modify its form of lease from time to time, giving residents an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A resident's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy

C. ADDITIONS TO THE LEASE

Requests for the addition of a new member of the household must be approved by the BHA, prior to the actual move-in by the proposed new member. Following receipt of a family's request for approval, the BHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by the BHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:
   - Resident plans to marry
   - Resident is awarded custody of a child over the age for which juvenile justice records are available
   - Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren)
   - A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.

2. Factors determining household additions which are not subject to screening:
   - Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

3. Factors determining household additions which may be subject to screening, depending on HA discretion:
   - Children below the age under which juvenile justice records are made available, who are added through a kinship care arrangement are not exempt from the pre-screening process
   - BHA may request, but not require, that the public housing resident provide the Authority with a signed consent form from the parent(s) or legal guardian allowing BHA to check the juvenile records of the child.

4. Residents who fail to notify the BHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by the BHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(3)].

5. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The resident must notify the BHA of the move-out immediately after the occurrence. These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.

6. The resident may not provide accommodations for boarders or lodgers; however, this does not exclude reasonable accommodations of guests or visitors for any initial period up to fifteen (15) days, and, at the resident's request and with BHA approval. Abuse of this policy will result in termination of lease and legal action towards eviction.

7. Residents are not permitted to allow a former resident of the BHA who has been evicted to board/lodge/reside the unit for any extended period of time.

8. Residents must advise the BHA when they will be absent from the unit for more than fifteen days and provide a means for the BHA to contact the resident in the event of an emergency. Failure to advise the BHA of extended absences is grounds for termination of the lease. Any absence in excess of thirty consecutive days without prior notice to the Authority will be considered abandonment of unit.

D. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES [24 CFR 8.27(a)(1)(2) and (b)]

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

Before offering a vacant accessible unit to a non-disabled applicant, the BHA will offer such units:

- First, to a current occupant of another unit of the same development, or other public housing developments under the BHA's control who has a disability that requires the special features of the vacant unit.
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

The BHA will require a non-disabled applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

E. UTILITY SERVICES

Prospective residents responsible for furnishing utilities must assure the BHA that the necessary utility service(s) for the anticipated unit will be obtained in order to comply with the requirement of a safe, sanitary and healthy living environment.

Residents responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits. Failure to maintain utility services during tenancy is a lease violation and grounds for eviction. Non-payment of excess utility charge payments to the BHA is also a violation of the lease and is grounds for eviction.

F. SECURITY DEPOSITS

New residents must pay a security deposit to the BHA at the time of admission. Prospective residents must deposit with the BHA at the time of admission a security deposit equal to two month's Total Resident Payment (TTP) up to a maximum of $200; however, Elderly Families must deposit one month's rent up to a maximum of $100. Residents admitted prior to the effective date of this policy were subject to different security deposit requirements and shall hot be required to adhere to the provisions of this section.

The BHA will abide by all HUD regulations and state laws regarding the collection and refund of resident security deposits. The BHA will hold the security deposit for the period the resident occupies the unit.

The BHA will refund to the Resident the amount of the security deposit, less any amount needed to pay the cost of:

- Unpaid Rent
- Damages listed on the Move-Out Inspection Report that exceed normal wear and tear
- Other charges under the Lease.

The BHA will refund the Security Deposit less any amounts owed, within 30 days after move out and resident's notification of new address. The BHA will provide the resident or designee identified above with a written list of any charges against the security deposit. If the resident disagrees with the amount charged to the security deposit, the BHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the BHA. All keys to the unit must be returned to the Management upon vacating the unit.

The BHA will not use the security deposit for payment of rent or other charges while the resident is living in the unit.

G. RENT PAYMENTS

The resident rent is due and payable at the BHA-designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If the BHA does not receive payment by the agreed-upon date, a delinquent rent notice will be sent.

If the payment of rent and other charges due under the lease will be delayed beyond the first day of the month, the resident may inform Management no later than three (3) business days before the payment is due. The resident has up to the 10th day of the month as grace period. The notification may include an explanation of the circumstances that will delay the resident's payment, and indicate the date on which full payment will be made.

Non-payment of work order charges for the past sixty (60) days and/or repeated late payment of these charges in the past sixty (60) days will result in eviction proceedings.

H. FEES AND NONPAYMENT PENALTIES

If the resident fails to make payment by the tenth day of the month, a late fee 25.00 will be charged.
A charge of $15.00 will be assessed against the resident for checks that are returned for non-sufficient funds (NSF), or checks written on a closed account.

The BHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account. If the BHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued for failure to pay rent. Written notice shall be give of a reasonable time to commensurate with the needs of the situation.

As a result of numerous Authority and HUD inspections, the Authority is obligated to enforce compliance for health and safety hazards even when issues are tenant caused. The Authority will utilize HUD defined Uniform Physical Condition Standards to determine non-compliance. Non-compliance of the following items will result in a $50 fine (plus time and materials if applicable) payable upon the first of the month following the infraction:

1. Illegal parking (firelanes, grass/play areas, near dumpsters, etc)
2. Damaged or removed smoke detectors ($50 fine is charged in addition to time and materials)
3. Blocked egress (windows and doors)
4. Trip hazards in apartment (poorly installed cable wires and/or electrical wires by the tenant)

Failure to make payment on these fines and/or repeated non-compliance are subject to eviction proceedings.

I. SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and residents upon request.

J. MODIFICATIONS TO THE LEASE

Schedules of special charges and rules and regulations are subject to modification or revision. Residents will be provided at least thirty (30) days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, included in the resident newsletter, and be posted in at least two conspicuous places within each structure or building in which residents affected by the modifications or revisions are located.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

K. CANCELLATION OF THE LEASE/EVICTIONS

Cancellation of the resident's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.
The dwelling lease is the contract between the Authority and the resident that governs all conditions of tenancy. Serious and/or repeated violations of the lease are grounds for eviction. These violations include but are not limited to:

- Non-payment of rent
- Failure to abide by annual and interim reexamination requirements
- Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Re-certifications
- Fraud or misrepresentation
- Permitting unauthorized persons to live in the unit
- Assignment or subleasing of the premises or provided accommodation for boarders or lodgers
- Failure to dispose of garbage waste and rubbish in a safe and sanitary manner
- Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner
- Engaging in criminal activity, including violent crimes and any other crimes, or any drug related criminal activity on or off, not just on or near, BHA property that will pose a threat to life, health, safety, or peaceful enjoyment of residents or employees of this Authority as supported by the One-Strike Policy. Criminal activity is cause for evictions in the absence of criminal conviction
- Destruction or abuse of BHA property to include non-payment of work order charges
- Creating disturbances that seriously and/or repeatedly interfere with the rights of other residents to use and enjoy their units
- Creating/maintaining conditions that endanger the health, welfare or safety of other residents
- Failure to comply with BHA Rules and Regulations as stated in the lease.

The lease may also be terminated as a result of a HUD-approved plan for disposition, demolition or rehabilitation of a unit that may require being vacant.

The Authority will abide by the lease, HUD regulations and State laws with regard to eviction notices and will honor the rights of residents to appeal BHA actions through the Grievance Procedure and the courts.

L. LEASE ENFORCEMENT AND CAUSE EVICTIONS

The BHA has an obligation to protect the rights of all residents, safeguard and improve housing conditions of each complex, and generate an effective management effort through a strong management-resident relationship. In an effort to effectively perform the above, the BHA will implement a credible and coordinated lease enforcement program. Such enforcement shall be the primary responsibility of the Site Managers primarily due to their on-site capability to serve the residents of their respective complexes.

The Director of Property Management will monitor all lease enforcement activities and establish all policies and procedures.

The Chief of Security will serve as the liaison between the BHA and the police department, will recommend lease revisions and coordinate legal matters with the BHA attorney.
The following will constitute the lease enforcement process and is the responsibility of the Chief of Security to:
Obtain police reports - police reports describe the circumstances of all arrests made on BHA property
Gather information on lease violations – obtain all information related to lease violations including, but not limited to:

- Property inspections
- Reports from residents, staff and the general public
- Police reports
- Applications for public housing
- Daily newspapers
- Investigate violation – the Chief of Security will follow up on information received from all sources regarding alleged or potential lease violations to determine if the information is true and accurate
- Determine if the violation constitutes an emergency or a serious violation of the terms of the lease – the BHA will determine if the incident constitutes a serious threat to the health, safety, or right to peaceful enjoyments of the premises by residents or employees of management. Emergency cases may include:
- Residents who have become physically or mentally incapacitated to the extent that they become a danger to themselves and/or others.
- Minor children living in a unit without adult supervision.
- Extensive damage to a unit (i.e., a fire) or extremely poor housekeeping which constitutes a health hazard and the occupants fail to leave voluntarily and/or accept BHA offers of alternative accommodations made in accordance with the lease

The BHA will implement the following “One Strike” policy to enforce lease violations that result in the serious violation of the material items of the lease as it related to all drug-related criminal activity occurring on or off, not just on or near, the BHA premises and criminal activity, which includes violent crimes, or any other crime that poses a threat to the life, health, safety or peaceful enjoyment of the premises by other residents.

If the BHA determines that residents have engaged in any drug-related criminal activity on or off the BHA property; or if the BHA determines a resident is illegally using a controlled substances, or the resident abuses alcohol or uses a controlled substance in such a way that may interfere with the health, safety, or right to a peaceful enjoyment of the premises by other residents, the matter will be referred to the Authority’s attorney for immediate action.

The Authority will provide the resident with a 30-day advance notice of the proposed lease termination.

The resident will be informed of the action to be taken.

The resident will not be given an opportunity for a grievance hearing.

The resident will not be given an opportunity to discuss the violation or negotiate a resolution.

M. LEASE TERMINATION NOTIFICATION REQUIREMENTS

All participants of public housing must conform to the lease requirements when paying the monthly rent. The Authority is entitled to collect, by any legal means, all fees associated with living in public housing, which may include rent, work order charges, late fees, and other fees incurred by the leaseholder. Rent collection and non-payment evictions shall be the primary responsibility of the Site Manager. The Director of Property Management will monitor all lease enforcement activities. The Authority's assigned legal counsel assists the Site Manager when cases are taken to court.

Notice of Proposed Termination of Lease and of Proposed Eviction Proceedings
This notice, generated by the office of the Director of Property Management, is sent by first class mail to each delinquent leaseholder/household on or after the 11th of the month.
This notice informs the leaseholder/household that their account is delinquent, they have been assessed a $25.00 late charge, and the Authority proposes to terminate their lease for non-payment of rent. The notice offers the leaseholder/household an opportunity to request an informal conference with the Site Manager and/or the Director of Management and Operations. It also informs the leaseholder/household that if he/she is dissatisfied with the outcome of the conference, a Grievance Hearing may be requested.
The Authority's Grievance Procedure stipulates that when a leaseholder/household is disputing rent owed, the leaseholder/household must deposit the amount in an escrow account with the Housing Authority pending settlement of the dispute.
This notice provides a date, 14 days hence, by which the tenant may act and avoid legal action. If a leaseholder/household offers full payment of rent by this date, the payment will be accepted and no further action will be taken.
Site Managers may contact the resident by mail or by phone attempting to ascertain the leaseholder's situation. Rent adjustments may be made as per ACOP policies and information is properly verified. If an adjustment needs to be made, Site Manager fills out the credit slip indicating leaseholder name, account number, amount of credit, reason for credit, and Site Manager signature. The white duplicate remains in the tenant file. The yellow duplicate is forwarded to the Computer Department for processing. Credit is applied on the tenant's account accordingly by the Computer Department.
If appropriate, referrals may be made to community organizations for financial assistance in the case of hardships.

A Notice to Quit
This notice is hand-delivered to the delinquent leaseholder/household's apartment by the Marshal or an Indifferent Person at least one day after the expiration of the Notice of Proposed Termination. This notice gives the leaseholder/households 14 days to vacate the unit, or cure the lease violation. The expiration date of the Notice to Quit will be 14 days after date of service. The office of the Director of Property Management generates this letter.
If a leaseholder/household requests an informal conference and satisfies the requirements of the Grievance Procedure, the Notice to Quit will be revoked and the Conference and subsequent Hearing, if applicable, will be held. A Notice to Quit will be served again only if the BHA's position was upheld in conference and any subsequent Hearing.
At the end of the 14 day period, if the leaseholder/household has not requested an informal conference in accordance with the provisions of the Grievance Procedure, paid his/her rent in full or, vacated the apartment, the BHA will proceed with the next legal action.

A Complaint or Writ (second notice)
The second notice demanding possession of the apartment by the Authority is filed with the Housing Court, and a Summons is hand-delivered with a copy of the Complaint to the leaseholder/household by the Marshal. The Summons requires the leaseholder/household to file an "Appearance" and an answer in court.
If the leaseholder/household does so, the case is brought before the court. On the day of the appearance, the tenant, Authority counsel, and Site Manager open discussions for a resolution.
If terms are agreed upon for a stipulated payment agreement, the case is then brought before a judge and a decision is rendered.

The court rules in favor of the Authority, a Judgment is awarded stipulating payment(s) to be made and other obligations.
The leaseholder/household may file an appearance and an answer, after receiving the "Writ Summons and Complaint."
If leaseholder/household fails to appear and answer the Writ Summons, a "Motion for Judgment" is served/mailed. The notice informs the leaseholder/household that they may be evicted from their apartment after five days unless they pay the full amount owed to the court and file an Application for a Stay of Execution with the court which may delay the eviction for up to three months.
In addition to the notice sent by the Court, the Authority sends a 14-day letter to the leaseholder/household giving them 14 days to make satisfactory payment of rent indebtedness.
If the leaseholder/household fails to make payment within the allotted time, then the Authority will proceed with the Summary Process Execution for Possession.

Stipulated Agreement
Should the tenant and the Authority agree on a stipulated agreement brought forward to the Court, a payment schedule and terms are established in addition to the tenant's monthly rent payment.
The Authority may accept partial cash payment of rent arrearage at the time of the stipulated agreement.
The payment is forwarded to the Rent Collection office for proper crediting.

Summary Process Execution for Possession
The Summary Process Execution for Possession authorizes a Marshal to carry out the eviction. The leaseholder/household is given at least 24 hours notice by the Marshal of the scheduled eviction.
The Authority will abide by any and all advance notice requirements in effect at the time of the action.
Eviction proceedings are arranged and scheduled with the Marshal's Department.
If the Marshal serves the eviction but the eviction is cancelled, the Authority will charge the leaseholder a $35 fee.
Site Manager informs Foreman of the eviction schedule
Foreman prepares maintenance staff and equipment to assist in removing belongings.
On the day of eviction, Marshal ensures that the unit is vacated. Marshal conducts the eviction and works with Foreman.
Marshal identifies items left behind for storage and for disposal.
Foreman changes locks and secures unit.
Site Manager and/or Foreman performs a move-out inspection, tallies damages, and applies appropriate charges including $150 eviction fee (if Authority truck and staff are used to store and/or dispose of belongings) using a debit form.
The debit form and move-out inspection form are forwarded with the leaseholder file to the Resident Selection department for processing. Unit is now available for repairs and subsequent assignment.

<u>Criminal Activity</u>
The BHA will immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The BHA will terminate assistance of participants in cases where the BHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity (i.e. sex offense). The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the BHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

If any member of the resident household, or guest or other person under resident control displays, uses or possesses any firearms (operable or inoperable) or other offensive weapons as defined by the law and the courts of the State of Connecticut anywhere on the property or the Authority, while they are a resident of public housing, such action shall be cause for termination of residency.

In evaluating evidence of negative behavior, the BHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future that could be supported by evidence of rehabilitation.

N. TERMINATION BY RESIDENT

The resident may terminate the lease by providing the BHA with a written 14-day advance notice as defined in the lease agreement. If a resident terminates the lease in good standing with the Authority, the resident may apply for readmission at any time after their account was closed and has zero balance.

O. INSPECTIONS OF PUBLIC HOUSING UNITS

Initial Inspections
The BHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the BHA and the resident, will be kept in the resident file.

Vacate Inspections
The BHA's staff or assigned inspector will access the Unit Inspection Report prepared by housing management staff and will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The HA will determine if there are resident caused damages to the unit. Resident caused damages may affect part or all of the family's security deposit. Upon completion of the vacate inspection, the BHA will provide the resident with an itemized written statement of charges (if any). These charges must be paid within ten (10) days following the date of lease termination.

The move-out inspection also assists the HA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next resident.

Annual Inspections
The BHA will inspect all units annually using HUD's Uniform Physical Condition Standards.
Residents who "fail" the inspection due to housekeeping or resident-caused damages will be given 24 hours, if the violation creates a dangerous or hazardous situation, or up to 30 days to correct noted items. Another inspection will be conducted.
Residents will be issued a copy of the inspection report with required corrections.
If necessary to bring the unit into UPCS compliance, needed repairs will be completed by the BHA.
All inspections will include a check of all smoke alarms to ensure proper working order.
Inspection report will indicate whether required corrections are to be charged to the resident or covered by the HA.
Required corrections will be repaired by the HA within thirty (30) days of the inspection date.
Damages beyond "normal wear and tear" will be billed to the resident.
Residents who repeatedly "fail" the inspection or cause excessive damage to the unit are in violation of their lease.

Residents who are in violation of their lease due to repeated failed inspection will be scheduled for a lease violation conference.

Special Inspections
Housing management staff may conduct a special inspection for housekeeping, unit condition, or lease violation. Housing Authority staff may enter the dwelling unit, upon reasonable advance notification, during reasonable hours, for the purpose of performing routine inspections and maintenance, including extermination, and for making repairs. A written statement specifying the date and purpose of BHA entry will be delivered to the premises at least one (1) day before entry.

HUD representatives or local government officials may review BHA operations periodically and as a part of their monitoring may inspect a sampling of the BHA's inventory.

Other Inspections
The BHA inspector will periodically conduct windshield and/or walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations.

Playground inspections are conducted quarterly to determine playground safety.

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

Emergency Inspections
Housing management staff, including BHA inspectors may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted. Repairs are to be completed within 24 hours from the time the work order is issued.

BHA staff may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists. In the event that no adult household members are present at the premises at the time of entry, the BHA will leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

Non-Inspection Emergency Entry
The BHA staff will allow access to the unit to proper authorities, such as fire department or emergency medical teams, when issues of health or safety of the resident are concerned.

Housekeeping Citations
Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Citation, and a re-inspection will be conducted within 10 working days by housing management staff.

If the family fails to comply with the re-inspection it can result in lease termination, and the family will be summoned for a lease violation conference.

Resident Damages
Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

"Beyond normal wear and tear" is defined as items that could be charged against the resident's security deposit under state law or court practice.

P. ROUTINE MAINTENANCE

Under the lease agreement between the BHA and the household, the Authority is obligated to make necessary repairs to the premises and to maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplies or required to be supplied by us. As such, the Authority provides residents with a central work order number for residents to call in when requesting routine repairs.

In order to maximize the delivery of routine maintenance, it is the policy of the Authority to make 1 attempt to repair the requested work order. The tenant is required to notify the landlord of any anticipated absence from the premises and the Authority may enter the dwelling at reasonable times during such prolonged absence to make the necessary repairs, alterations or improvements as requested by the household. Nevertheless, should the household be absent during this first visit, the Authority will leave a notice indicating that the staff will return the following business day (Monday to Friday) between the hours of 8 a.m. to 5 p.m. to complete the work order request.

Items that require a maintenance fee are as follows:

1. Unclogging tubs and sinks
   $30 during regular working hours (8 a.m. – 5 p.m.)
2. Key duplication
   $7 for apartment key
   $5 for mailbox key
3. Dirty yards/garbage clean up and grass cutting, if applicable
   $50 fine per occurrence. Repeated occurrence of at least three incidences in the last 90 days is subject to eviction proceedings
4. Removal of large personal items (i.e. furniture and appliances) at the request of the household
   The Authority will apply $35 per hour rate incremented at fifteen-minute intervals
5. Reinstalling smoke detectors due to damage or removed by the household
   $50 fine + time and materials rated at $35 per hour incremented at fifteen-minute intervals

The Authority utilizes a chart identifying the standard parts and materials list, product ID # and per unit cost. The Authority uses this chart to determine charges against the household for damaged items, beyond normal wear and tear. The chart will be printed regularly and copies of the page list related to the particular item and its cost will be made available to the household at their request. The list is subject to pricing change and it is the Authority's policy to use the most recent price for items charged against the household. Items charged will be based on the product ID#.

For items damaged by the tenant and will require installation, repair time and/or other items not listed above that is above and beyond the normal obligations of the Authority, the Authority will apply $35 per hour rate incremented at fifteen-minute intervals.

Q. EMERGENCY AND AFTER HOURS MAINTENANCE

With regards to emergency and after-hour maintenance issues, it is the policy of the Authority to respond to emergency work order items within a 24-hour period. However, the Authority reserves the right to verify the validity and authenticity of each phone call and the need for a staff response prior to approval. Residents who call in an emergency work order must unblock their phone system from receiving calls from outside callers. The Authority will make every effort to verify the nature of the work order in order to determine the appropriate response.

The Authority will respond to the following items within 24 hours:

a. Fire (Resident should call 911 first)
b. Gas Leak (Resident should call the Gas company first)
c. No Heat
d. Flood
e. Stranded in Elevator
   Staff must be available to coordinate situation with Fire Department and the elevator contractor
f. All Elevators Down
   Staff must be available to coordinate situation with Fire Department and the elevator contractor
g. Broken Steam Pipe
h. No Power – only in cases of Medical Emergency or no power in the entire building or complex. For medical emergencies, residents who need the assistance of medical equipment requiring electricity must register with the Site Manager. The list of registered residents will determine if the no power call is a medical emergency situation.

It is the policy of the Authority to ascertain and verify the need for a work order item prior to approval. The Authority may respond to the following items but for a fee:

a. Lock out
   $100 + materials (if applicable) from 5 p.m. to 8 a.m.
   $30 + materials (if applicable) from 8 to 5 p.m.

   Staff will respond to lock out calls only from leaseholder and staff must verify that the leaseholder is making the request. The Authority reserves the right to waive time and materials fees for defective materials.

b. Clogged Toilet
   $100 + materials (if applicable) from 5 p.m. to 8 a.m.
   $30 for routine snake/unclogging from 8 a.m. to 5 p.m.
   $100 if routine snake/unclogging is unsuccessful and remedy requires uninstalling the toilet
   Staff will not respond, between the hours of 5 p.m. to 8 a.m., to calls from units that have 2 restrooms and that at least one of them is operational.

R. EXTERMINATION POLICY

As part of the Authority's preventative and regular maintenance service, the Authority conducts extermination through a qualified and certified contractor. It is our policy to exterminate for cockroaches, rodents, bees, and other pests. It is our policy to conduct extermination of every unit at least three times a year and as needed utilizing gel-based materials and traps to control the pest problems. In situations where poor housekeeping contributes to the pest problems, the Authority will make every effort to assist and advise the household to clean their house in order to alleviate the issue. The Authority shall provide in a conspicuous area a listing of materials used and the dangers associated with those materials.

S. PARKING POLICY

Parking in Authority premises are limited and located in designated areas. Residents and/or their guests must park in these designated areas. Illegal parking in the following areas but not limited to: fire lanes, fire hydrants, side streets marked as non-parking areas, grassy and/or yards, etc., will be subject to a $50 fine payable on the following month of the infraction and/or will be subject to towing at the owner's expense. Visitors who park in

these illegal areas are the responsibility of the household and will be subject to the same $50 fine and towing expense. Repeated violation of this policy will result in lease termination and is subject to eviction proceedings.

T. COMMUNITY SERVICE and SELF-SUFFICIENCY GENERAL POLICY

The Authority will comply with the federal requirements of the community services and self-sufficiency policy upon funding availability to operate the program. The Authority will operate within the following guidelines:

All adult (nonexempt) residents of public housing must perform an average of 8 hours per month of community service or participate in an economic self-sufficiency program for 8 hours per month or a combination of each activity for a total average of 8 hours a month or a total of 96 hours per year.

The Authority exempts adult resident who are elderly, blind or disabled preventing them from participating, a primary caretaker of such an individual, exempt from work by the State, receiving assistance and in compliance with State or TANF requirements, or is gainfully employed. The adult resident is exempt if they are already participating in community service and/or self-sufficiency activities as defined below.

Work activities include unsubsidized or subsidized employment, work experience if sufficient private sector employment is not available, on-the-job training, job search or job readiness assistance, community service programs, vocational educational training (not to exceed 12 months for any individual), and/or job skills training directly related to employment.

1. COMMUNITY SERVICE ACTIVITIES

   The Authority will give residents the greatest amount of community service activities possible for participation. The Authority will inform residents of volunteer opportunities in the community annually, during any changes in the household, and during admissions. Community service activities can include, but not limited to, physical improvement of the community, volunteer work in schools, childcare centers, hospitals, homeless shelters, or other social service organizations.

   Political activity cannot be considered community service. The Authority will not replace BRA employees with community service residents.

2. SELF-SUFFICIENCY ACTIVITIES

   The self-sufficiency program is defined as any program designed to encourage, develop, assist, train, or facilitate economic independence or to provide work for our public housing residents. These activities may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health counseling and treatment).

3. LEASE REQUIREMENTS

   The BHA reserves the right to not renew the household's lease should they fail to comply with the community service requirement. Failure to complete the 96 hours per year will carry over to the following year. Households must enter into an agreement to complete them. Should the household continue to fail the requirement, the Authority will exercise its right not to renew the household's lease. Further non-compliance (i.e. one adult member not meeting requirement, two years of non-participation) may result in eviction. .

4. ADMINISTRATION OF PROGRAM AND REQUIREMENTS

The Department of Social Services (DSS) has partnered with the Authority to provide information regarding eligibility of public housing residents receiving assistance. DSS will verify the number of people on public assistance and also provide the number of months they have remaining on their eligibility.
The Authority will initially identify residents paying minimum rent. The Community Affairs Department will provide an assessment to determine exemption or non-exemption. The Counselor will then develop a plan of action identifying their needs and course of action to comply with the requirements should they be identified as non-exempt.

Subsequently, the Authority will continue to identify non-exempt residents annually during their re-certification, intermittently as households' request changes, during new admissions, and/or as identified by DSS as non-exempt. The Authority reserves the right to change exemption status during the year should they become exempt or nonexempt.

The Authority will provide residents with a Community Service Verification Form that should be completed wherever they perform community service. The Authority will identify a point person from that organization as the sole verifier. That person's signature must be on the form. The resident must turn in their verification forms monthly to the Community Affairs Counselor, during their visits, and/or the Site Manager. The Counselor may verify the validity of the signatures. The Verification Forms will remain in the residents' file.

5. NOTIFICATION PROCESS

All new residents, during admissions, will be informed of this requirement. Their status will be determined annually during their re-certification and during any changes in the household.

Current residents will be notified annually by, but not limited to, mail, flyers, closed-circuit television, monthly and quarterly mailers, public access television, and public meetings.

The Authority will periodically inform all social service agencies, churches, and local board of education of the service requirements and to identify point persons for verifications. All organizations providing the community service activity must comply with the Authority's non-discrimination policy.

The Authority will make documents available in Spanish for non-English speaking residents.

Chapter 8

RE-CERTIFICATIONS

INTRODUCTION

HUD requires that the BHA re-certify all families at least annually. At the annual re-certification families must report their current household composition, income, deductions and allowances. Between regular annual re-certifications, HUD requires that families report all changes in household composition, but the BHA decides what other changes must be reported and the procedures for reporting them.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

Residents who meet the following criteria will be eligible for continued occupancy:

- Qualify as a family as defined in this policy
- Are in full compliance with the obligations and responsibilities described in the dwelling lease
- Whose family members have submitted their Social Security numbers and other required documents.

B. ANNUAL RE-CERTIFICATIONS

The terms annual re-certification and annual reexamination are synonymous.

The family composition and income of all households shall be reexamined no less than once per year. The effective date of the annual reexamination for each resident will be based upon a HUD approved schedule by complex. Reexaminations determine the resident's monthly rent, eligibility for continued occupancy and the unit size required. Families who choose to pay flat rents are still required to re-certify their family composition but do not have to verify income for three years from the date they initially chose flat rent. The local site offices supervised by the Site Manager conduct all re-examination activities. The Director of Management assumes responsibility for reexamination activities Authority-wide.

In order to be re-certified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

For families who move in on the first of the month, the annual re-certifications will be completed within 12 months of the anniversary of the move-in date. [Example: If family moves in August 1, the annual re-certification will be conducted to be effective on August 1, the following year].

For families who move in during the month, the annual re-certifications will be completed no later than the first of the month in which the family moved in, the following year. [Example: If family moves in August 15, the effective date of the next annual re-certification is August 1].

<u>Reexamination Notice to the Family</u>

All families will be notified of their obligation to re-certify by first class mail. The notification shall be sent at least 90 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the BHA will provide the notice in an accessible format. The BHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

<u>Persons with Disabilities</u>

Persons with disabilities, who are unable to come to the BHA's office will be granted an accommodation of conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information
The BHA representative will interview the family and enter the information provided by the family on the re-certification form. The staff of each complex office directly supervised by the Site Manager conducts all reexamination activities.

Requirements to Attend
The head of the household and spouse (when applicable) will be required to attend the re-certification interview and sign the application for continued occupancy: If the head of household is unable to attend the interview, the appointment will be rescheduled.

Failure to Respond to Notification to Re-certify
The written notification will explain which family members are required to attend the re-certification interview. The family may call to request another appointment date up to ten (10) days prior to the interview.

If the family does not appear for the re-certification interview, and has not rescheduled or made prior arrangements with the BHA, the BHA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the BHA will not schedule a third appointment and terminate tenancy for the family.

The Site Manager may make exceptions to these policies if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required From the Family
In the notification letter to the family, the BHA will include instructions for the family to bring the following, which will be verified, documented and placed in the resident's folder:

- Employment and income data (only once every 3 years for flat based rent)
- Asset information
- Full time student status
- Medical expenses (elderly and disabled families only)
- Child care expense
- Family type (elderly or disabled status unless receiving income from an agency where such status has already been verified)
- Disabled assistance expenses

Verification of Information
All information that affects the family's continued eligibility for the program, and the family's Total Resident Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in Chapter 3, Applying for Admission and Application Verification, of this Policy.

Verifications used for re-certification must be less than 90 days old. All verifications will be placed in the file, which has been established for the family.

Written third-party verifications are required. When such documents cannot be photocopies, BHA staff will sign a statement confirming that the verification documents were viewed by recording the document source, date, time, amount, etc. All verification will be maintained in the resident's folder.

Prospective applicants must submit a copy of their last three months (3) banking statements as part of the Authority's income verification process.

When the information has been verified, it will be analyzed to determine:

- The continued eligibility of the resident as a family or as the remaining member of a family
- The unit size required by the family

- The amount of rent the family should pay.

Changes In The Resident Rent
If there is any change in rent, the lease will be amended, or a new lease will be executed.

Resident Rent Increases
Increases in rent will be effective on the scheduled reexamination effective date, with thirty (30) days advance notice, providing the resident has complied with all reporting requirements.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

Retroactive charges will not be made when delays are solely the fault of the Authority or verification source.

Resident Rent Decreases
Decreases in rent shall take effect on the reexamination effective date.

A resident's failure to re-certify could cause the rent to be increased to market level. For purposes of implementing this provision, market level means the Fair Market Rent for the BHA Section 8 program.

C. REPORTING INTERIM CHANGES

Rent will remain in effect for the period between regularly scheduled re-re-examinations. However, families must report all changes in household composition to the BHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain BHA approval prior to all other additions to the household. The resident must report within (10) days:

- All changes in the household composition
- An unemployed family member who becomes employed.

The resident may report any of the following changes that would result in a decrease in the resident's rent:

- Decrease in income expected to last at lease sixty (60) days
- Increase in allowances or deductions.

Interim Reexamination Policy
An interim re-examination will be conducted if the resident has misrepresented the facts upon which rent is based. In such cases, any increase in rent may be made retroactive.

An interim re-examination will not be processed when the decrease was cause by a deliberate action of the resident to avoid paying rent, such as:

- The resident quit a job in order to qualify for a lower rent, which can be documented in the record
- The resident claims he/she is employed or unemployed but refuses to produce the necessary documents to support their claim
- The resident is on welfare and because the resident fails to complete or enroll in an appropriate education and/or skill training program as required by the Department of Social Services and the monthly benefit is decreased

Any other changes reported by residents other than those listed above will not be processes between regularly scheduled reexaminations.

Interim reexaminations do not affect regularly scheduled reexamination dates. An interim rent reexamination may not be warranted if the resident's income does not change the rent by $20 per month or $240 per year. However, the resident is still responsible for reporting all changes in income to their respective site office.

In cases of minimum rent payment and exemptions to minimum rent payments, the Authority may conduct re-certifications every thirty (30) days, at the discretion of the Site Manager, to minimize fraudulent claims. At a minimum, the Authority is obligated to re-certify the household every ninety (90) days to determine permanent or temporary status for exemption to minimum rent payment.

Increases in Income to be Reported
Families must report in writing all increases in income/assets of all household members to the BHA within thirty (30) days of the change.

D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The BHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

- Fraud
- Failure to participate in community services and/or an economic self-sufficiency program
- Noncompliance with work activities requirement.

However, the Authority will reduce the rent if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits
- A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:
- The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Verification Before Denying a Request to Reduce Rent
BHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

Cooperation Agreements
BHA has taken a proactive approach to culminating an effective working relationship between the HA and the local welfare agency for the purpose of targeting economic self- sufficiency programs throughout the community that are available to public housing residents.

The Housing Authority and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

E. REPORTING OF CHANGES IN FAMILY COMPOSITION

The members of the family residing in the unit must be approved by the HA. The family must inform the HA and request approval of additional family members other than additions due to birth, adoption, marriage, court-awarded custody before the new member occupies the unit.

The BHA will not approve the addition of family members other than by birth, adoption, marriage or court-awarded custody where the occupancy standards would require a larger size unit.

All changes in family composition must be reported within then (10) working days of the occurrence to the BHA in writing.

The lease will not be revised to permit a change of household composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the physical or mental health of the resident and it does not disqualify the household for the unit size that it is currently occupying.

Increase in Family Size

The BHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

- Addition by marriage/or marital-type relation
- Addition of a minor who is a member of the nuclear family who had been living elsewhere
- Addition of a BHA-approved live-in aide
- Addition due to birth, adoption or court-awarded custody

If a change due to birth, adoption, court-awarded custody, or need for a live-in aide requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

Definition of Temporarily/Permanently Absent

The BHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

Absence of Entire Family

Families are required to notify the BHA before they move out of a unit in accordance with the lease and to give the BHA information about any family absence from the unit.

Families must notify the BHA if they are going to be absent from the unit for more than fifteen consecutive days. A person with a disability may request an extension of time as an accommodation.

For the purposes of this section, "abandonment" means the occupants have vacated the premises without notice to the Authority and do not intend to return, which intention may be evidenced by the removal by the occupants or their agent of substantially all of their possessions and personal effects from the premises and either:

- nonpayment of rent for more than two months or
- an express statement by the occupants that they do not intend to occupy the premises after a specified date.

If all the occupants abandon the dwelling unit, the Authority will send a notice to each occupant at his last-known address both by regular mail, postage prepaid, and by certified mail, return receipt requested, stating that:

- we have reason to believe that the occupant has abandoned the dwelling unit,
- we intend to re-enter and take possession of the dwelling unit unless the occupant contacts us within ten days of receipt of the notice,
- if the occupant does not contact Authority, we intend to remove any possessions and personal effects remaining in the premises and to re-rent the premises, and
- if the occupant does not reclaim such possessions and personal effects within thirty (30) days after the notice, they will be disposed of as permitted by CT state statutes Sec. 47a – 11b.

The notice shall be in clear and simple language and shall include a telephone number and a mailing address at which the Authority can be contacted. If the notices are returned as undeliverable, or the occupant fails to contact the landlord within ten (10) days of the receipt of the notice, the Authority may re-enter and take possession of the dwelling unit, at which time any rental agreement or lease still in effect shall be deemed to be terminated.

The Authority shall not be required to serve a notice to quit as provided in CT State Statutes Section 47a-23 and bring a summary process action as provided in Section 47a-23a to obtain possession or occupancy of a dwelling unit which has been abandoned.

Nothing in this section shall relieve the landlord from complying with the provisions of CT State Statutes Sections 47a-1 to 47a-20a, inclusive, and sections 47a-23 to 47a-42, inclusive, if the Authority knows, or reasonably should know, that the occupant has not abandoned the dwelling unit.

The Authority shall inventory any possessions and personal effects of the occupant in the premises and shall remove and keep them for not less than thirty days. The occupant may reclaim such possessions and personal effects from the landlord within said thirty-day period. If the occupant does not reclaim such possessions and personal effects by the end of said thirty-day period, the Authority may dispose of them as we deem appropriate.

No action shall be brought under section 47a-43 against a landlord who takes action in compliance with the provisions of this section.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the BHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 120 days, the family member will not be considered permanently absent, as long as rent and other charges remains current. The Authority may allow for an extension provided that there are reasonable documentation from qualified professionals that the family member will return.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the BHA's "Absence of Entire Family" policy.

Absence due to Incarceration

If any member of the household, including the head of household, is incarcerated for more than thirty (30) consecutive days, s/he will be considered permanently absent. The rent and other charges must remain current during this period.

The BHA will determine if the reason for incarceration is for drug-related or criminal activity that would threaten the health, safety and right to peaceful enjoyment of the dwelling unit by other residents.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the BHA will determine from the appropriate agency when the child/children will be returned to the home.

If the child or children are removed from the home permanently, the unit size will be reduced in accordance with the BHA's occupancy guidelines.

Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the BHA will treat that adult as a visitor for the first thirty (30) calendar days. If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under BHA Resident Suitability criteria, the lease will be transferred to the caretaker. If the court has not awarded custody or legal guardianship, but the action is in process, the BHA will secure verification from social services staff or the attorney as to the status. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made. When the BHA approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker should be counted pending a final disposition. The BHA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than thirty (30) days, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home will be treated in the following manner:

- A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size

F. REMAINING MEMBER OF RESIDENT FAMILY - RETENTION OF UNIT

If the head of the household dies or leaves the dwelling unit permanently for any reason, the remaining family members may continue to occupy the unit if there is at least one household member (not a live-in aide) of legal age and capacity to execute the lease living in the household. A new lease must be signed to correct the family's composition in the tenant file.

To be considered the remaining member of the resident family, the person must be on the leasehold agreement prior to that former head of household's departure.

In either case of death or permanent departure, should there be any outstanding debt incurred by the former head or spouse, the new head of household must assume all debt to the Authority prior to executing a new lease. The Authority must enter into a court stipulation with the new head of household in cases where eviction proceedings have begun due to delinquent amounts incurred by the former head of household.

A live-in aide, by definition, is not a member of the family and will not be considered a remaining member of the family.

The Authority may permit an adult not on the lease, so long as the person has been legally approved by the State Social Services and/or Juvenile Court as the caretaker of the child (ren) for an indefinite period, to be a new head of household after the death or departure of the original head of household. This would usually occur when the only remaining family members are children under the age of eighteen (18). The Authority shall attempt to ascertain any remaining family member capable of executing a lease on behalf of the remaining minor child (ren).

In this case, the Authority shall not hold remaining family members under age 18, including the new head of household as assigned by Social Services and/or Juvenile Court, responsible for the rent arrearages incurred by the former head of household, nor for any amounts incurred before a new head of household attained age 18.

In order for a minor child to continue to receive assistance as a remaining family member:

- The court has to have awarded emancipated minor status to the minor or is legally married

G. CHANGES IN UNIT SIZE

The BHA shall grant exceptions from the occupancy standards if the family requests and the BHA determines the exceptions are justified according to this policy.

The BHA will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage or court-awarded custody and/or as per Chapter 4 Section S. The BHA will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested.

When an approvable change in the circumstances in a resident family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

Chapter 9

TRANSFER POLICY and RELOCATION

INTRODUCTION

The transferring of families is a very costly procedure, both to the BHA and to the families. However, it is the policy of the BHA to permit a resident to transfer within or between housing developments when it is necessary to comply with occupancy standards, when it will help accomplish the affirmative housing goals of the BHA, and/or to promote the Authority's Home Ownership Program as identified in Chapter 4 Section S.

Transfers of residents from one unit to another will be approved solely to assure consistency with BHA occupancy standards and to address the Emergency Needs of Residents.

With the exception of residents selected for the Scattered Sites and Lease-to-Own Homeownership Program who meet the criteria outlined in Chapter 4, residents will not be transferred to a dwelling unit of equal size either within a complex or between complexes, except for alleviating very extreme hardships as determined by the Executive Director or to accommodate the needs of disabled residents.

In all instances, a resident family transferring from one apartment to another is responsible for their move to the new apartment.

For purposes of this transfer policy the "losing development" refers to the unit from which the family is moving and the "gaining development" refers to the unit to which the family is transferring.

Residents will receive two concurrent offers of a transfer. Refusal of both offers without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. Should a household decline the unit offers, the household must wait for twelve months before resubmitting a new request.

Applications for the homeownership program are different and identified in Chapter 4 Section S of this policy.

A. TYPES OF TRANSFERS

The order in which families are transferred shall be subject to the hierarchy by category set forth below:

1. Emergency Transfers are mandatory when the Authority 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 or to alleviate verified disability problems of a life threatening nature. These transfers shall take priority over new admissions. Emergency situations may include:
   - To provide habitable housing after a fire has created an uninhabitable living situation
   - To allow a resident suitable living conditions after damage to an apartment due to acts of God
   - To accommodate the written request of an appropriate City, State or Federal agency attempting to cure certain conditions which make an apartment dangerous to life, health and safety as provided in the dwelling

2. Category One – Administrative Transfers include mandatory transfers to permit modernization or demolition of units; perform work (e.g. repair, modernization, or lead hazard reduction work); or permit a family that requires a unit with accessible features to occupy such a unit. These transfers shall take priority over new admissions.

3. Category Two – Administrative Transfers to correct occupancy standards problems. These transfers will only be made if family size is so small that it includes fewer persons that the number of bedroom, or so large that the household members over age 4 would equal more than two persons per bedroom. These transfers are mandatory. If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but is shall be considered a Category Three Transfer. Transfers to larger units may be approved only when the family size has increased through birth, marriage, legal adoption, the addition of foster children, or return of a minor to legal custody of the household, who is of the opposite sex and is three years of age or older, and reconciliation of separated spouses. The Authority may permit the splitting of households under the following requirements;
    - The persons who would be the family heads (original and new) must both be listed on the most recent lease and re-certification
    - The family is under housed under the Authority's occupancy standards
    - Both heads must be legally capable of executing a lease and
    - The reason for the family split must be the addition of children through birth, adoption or court-awarded custody

    Both households must be transferred accordingly:
    - If the resulting split is an over housed situation, the original head of household will be placed under the transfer wait list and a mandatory transfer must occur
    - The new head of household must be placed on the bottom of the Authority's public housing waiting list, regardless of the wait list status (open or closed)

    Regardless, transfers cannot occur until the new head of household has been approved through the public housing waiting list process

4. Category Two - Incentive Transfers are offered to Scattered Site Units on a non-discriminatory basis to current residents of the Authority with good rental histories. Residents may be considered for transfer should they meet the following requirements:
    - Has lived in public housing for at least 24 months; the Authority may consider requests from residents who have lived in public housing for less than 24 months to address vacancy reduction
    - Has been an excellent rent payer (excellent credit history)
    - Has not been arrested or convicted for any legal offenses
    - Has the ability to pay utilities in addition to rent
    - Has excellent inspection records
    - No history of complaints from neighbors and/or Site Manager

5. Category Three- Administrative Transfers may be made to avoid concentration of the most economically disadvantaged and socially deprived families or correct occupancy standards.

B. PROCESSING TRANSFERS

Transfer requests are generated by Site Managers following an annual or interim reexamination where a change in family composition is reported or following a unit inspection that documents physical conditions necessitating alternative accommodations. Site Managers submit the completed "Transfer Score Sheet" including the necessary documentation to the Resident Selection Office. The completed application must be date stamped and signed by the Site Manager.

The Resident Selection Office staff will review each application and determine which category the transfer requests is under and make the subsequent assignments according to each category priority utilizing a ratio of three (3) public housing wait list applicant per one (1) transfer. The Authority reserves the right to adjust this ratio based on our vacancy and occupancy needs.

Transfer applications can only be approved if the leaseholder has paid all rent due and other charges and are otherwise in compliance with their lease agreement.

C. MOVING AND MOVING COSTS

A resident who has accepted a transfer is given three (3) days to move personal belongings. If keys to the former unit are kept more than three days, a per diem rent for the former unit will be charged until the keys are retuned to the appropriate site office. The resident, except when the transfer is due to inhabitability, through no fault of the resident, or the need of the BHA, will pay all moving costs related to the transfer. However, where there is a hardship due to health or disability, the Site Manager may recommend that families be reimbursed for their out-of-pocket expenses in an amount not to exceed reasonable moving allowance at $50 per room.

D. TRANSFERS DURING INITIAL OCCUPANCY

Transfers will not be considered during the first 12 months of initial occupancy to any new development, except where the transfer would assist the BHA in reaching the BHA's affirmative housing goals and to make reasonable accommodations due to disability.

New residents who are properly housed and whose family composition changes after they have been housed must wait a minimum of twelve (12) months before requesting a transfer to another unit.

E. NON-DISABLED RESIDENTS IN DISABLED UNITS

Disabled persons will be given preference over non-disabled persons when an accessible unit becomes available. In the event that no disabled applicant is on the public housing and/or transfer waiting list, the apartment will be assigned to a non-disabled individual.

Non-disabled applicants assigned to an accessible unit may be requested to move to a non-accessible unit when one becomes available and as a need for such a unit arises.

F. RELOCATION OF DISPLACED FAMILIES BY THE CITY OF BRIDGEPORT

From time to time, the City of Bridgeport engages in major redevelopment initiative and, after having such projects approved by the appropriate City Departments and/or Agencies, will ask the Housing Authority to provide housing assistance for persons who are being displaced by the City of Bridgeport Office of Planning and Economic Development.

The City of Bridgeport is in the process of relocating families that will be affected by the Revitalization Effort under the Bridgeport Regional Sports and Entertainment Complex. Due to new construction scheduled to commence in the South End of Bridgeport, families that reside in that vicinity are being displaced.

The Bridgeport Housing Authority has entered into an agreement with the City of Bridgeport to assist in the placement of these families and other emergency displacements that the City of Bridgeport may refer. On an as needed basis, these families will be referred by the Office of Planning and Economic Development. Once these families have been determined to be eligible, they will be given a priority preference and place in available vacant units based on room and size needed.

These families may affect the selection process of current waiting list applicants and those people to be transferred.

G. TRANSFER OF FAMILIES TO PEMBROKE II, VICTORIAN GARDENS AND OTHER TO BE DETERMINED SCATTERED SITES

Until as such time as the Authority receives approval for its Section 32 homeownership program, the Authority will operate and occupy Pembroke II, Victorian Gardens and other to be determined scattered sites as Scattered Sites governed by Chapter 4 Section S of this policy

Chapter 10

PET POLICY

This policy was developed after weighing and balancing the interests of Bridgeport Housing Authority's (BHA) residents, BHA management and its communities surrounding BHA's developments and dispersed housing. In accordance with Federal regulations, the BHA will permit pet(s) in specified dwelling sites in accordance with this policy. No exotic, wild or dangerous animals, snakes, farm animals to include chicken and roosters or any other animal not permitted in residential units by state or local laws, ordinances or this policy may be kept by residents.

Public housing residents living in determined site (see Section 3 of this Chapter) are permitted to keep no more than 1 dog or 1 cat per unit. The site restrictions do not apply to service animals that assist persons with disabilities, or service animals that accompany visitors to the developments, or elderly residents requiring the companionship of an animal.

A. REGISTRATION AND APPROVAL

1. Criteria Prior to Admittance

Request for permission to have a pet(s) must be submitted, and written approval from BHA must be received, PRIOR to admittance of pet(s) into the unit. The applicant must provide the Site Manager proof of ownership, the pet's good health and suitability under the standards set forth in these rules and regulations (Exhibit A), proof of the animal's licensing, vaccination, neutering/spaying and paws de-clawed records, in accordance with state and local laws, etc. (Exhibit B). The licensing and vaccinations must be renewed at the time of resident's re-examination. All licenses and tags must be current. The applicant will be required to complete the following forms:

- Pet Information (see Exhibit A)
- Veterinarian Certification (see Exhibit B)

Upon written approval by the Housing Authority, the resident pet owner and BHA must enter into a "Pet Agreement" (Exhibit C) and sign an “Affidavit” (Exhibit D) indicating their understanding of the Pet Policy and their responsibilities before the dog is permitted on the premises and/or the dwelling unit. All pets must be photographed by the Authority.

2. Vaccination Requirements

Dogs and cats must have the proper inoculations required by law, and certified by a veterinarian licensed to practice in the State of Connecticut.

All resident pet owners shall attach a tag to the dog or cat's collar showing that the animal has been inoculated with anti-rabies vaccine and has been properly licensed. The dog and cat shall wear the collar at all times.

3. Recertification

Pet owners are required to recertify their pet with the Authority during their annual re-determinations. The Pet Information and Veterinarian Certification must be renewed.

B. DEFINITIONS

A common household "pet" shall mean a domestic animal as defined under state and local law, rule, and ordinance, including dogs, cats, birds, fish, rabbits or rodents such as gerbil, hamster, or mouse. However, the Authority will not allow residents to own, possess or keep a pit bull, german shepherds, doberman pinchers, american bulldog, and chow. Common household pet shall not include ferrets, monkeys, snakes or other reptiles other than turtles, and farm animals.

A "service animal" shall mean an animal, which has been trained and certified to provide services to an individual with a disability.

A "dangerous dog" shall mean any dog with a known propensity or disposition to attack, to cause injury to or to otherwise endanger the safety of humans or other domestic animals within, on, or around the development, or any dog that attacks or bites any person or domestic animals within, on, or around the development.

BHA means the Housing Authority of the City Bridgeport, its commissioners, officers, employees, servants and agents.

A “farm animal” may include but is not limited to chickens, roosters, goats, pigs, horses, cows.

A "common area" means any area to which all residents have access and is not under the direct control of any individual resident (i.e. community rooms, lobby, laundry rooms).

C. SITE RESTRICTIONS

The Authority recognizes the limited private areas for the following sites and has restricted approval of dogs,

except for service animals and pets for elderly; however, cats and other pets are allowable:

1. Charles Greene Homes
2. PT Barnum Apartments
3. Harborview Towers
4. Trumbull Gardens Building 11
5. Poplar Street Apartments
6. Bond Street Apartments
7. Boston Commons

D. PET DENSITY

1. No more than one dog or one cat may be kept in any unit.
2. No more than two small, caged birds may be kept in any unit.
3. An aquarium for fish may not exceed twenty (20) gallons.
4. No more than two (2) small animals, i.e. gerbil or hamster, may be kept in any unit. Small animals must be kept in a cage.

E. SIZE

No pet's mature growth shall exceed 18 inches in height, measured from ground to shoulder, nor weigh more than 30 pounds.

Chapter 2 F. PET DEPOSIT AND FEES

1. A refundable pet deposit of $100 will be charged for each dwelling unit where a dog and cat resides. The BHA will place the deposit in an escrow account. The unused portion of the pet deposit will be refunded to the resident along with any accrued interest, within a reasonable time but not more than 30 calendar days after the resident moves from the development or no longer owns or has a pet present in the dwelling unit. The BHA reserves the right to change this deposit amount at any time, consistent with Federal guidelines.

2. Resident pet owner's liability for damages caused by his/her pet is not limited to the amount of the pet deposit and the resident will be required to reimburse BHA for the actual cost of any and all damages caused by his/her pet where they exceed the amount of the pet deposit.

3. It is a City mandate for pet owners to curb their pet. We suggest that pet owners purchase "pooper scooper" in order to keep the grounds of each site free from pet waste. If BHA has to remove any pet waste from the resident pet owner's unit, yard, porch or other area which is for the exclusive use of the resident or from the common areas, a twenty-five dollar ($25) charge will be made per removal. Repeated violations, three in a one-year period, will necessitate the resident pet owner removing the pet permanently from the premises. Failure to comply may result in termination of the resident's Dwelling Lease.

4. Upon move-out, units occupied by a cat or dog will be inspected by the Site Manager for any infestation or other damage resulting from the pet. If the unit is found to be infested, the extermination charge will be the responsibility of the resident pet owner. The charges shall be deducted from the pet deposit. If charges exceed the pet deposit, the resident pet owner will be billed and must pay within 30 days of receipt of the bill. The resident is permitted, and encouraged, to be present for any and all inspections.

G. PET RULES

1. Dogs, Cats and Other Animals

A. Dogs, cats and other animals shall be maintained within the resident pet owner's unit. When dogs or cats are outside of the unit, they shall be kept on a hand-held leash, cord or chain no longer than six (6) feet and under control at all times. Under no circumstances shall any dog, cat or other animal be permitted to run loose in any common area. A dog shall be deemed running loose when it is on the premises of the resident pet owner, possessor or keeper, but is confined in such a way as to allow the dog to have access to the public right of way.

B. The unit must be kept free of odors and maintained in a clean and sanitary condition. All animal waste or litter from a cat litter box and cages must be removed daily and disposed of in sealed plastic trash bags and placed in the trash bins. Under no circumstances should any waste be stored in the unit.

C. Resident pet owners agree to be responsible for immediately cleaning up any waste, dirt, etc. caused by their pet in the common area, public right of way, and their unit. Resident pet owners shall also be responsible for immediately removing and properly disposing of any pet excreta, feces, urine, etc. Animal excrement shall be placed in a closed plastic bag or other closed or airtight nonporous container.

D. If BHA has to remove any pet waste from the resident pet owner's unit, yard, porch or other area which is for the exclusive use of the resident or from the common areas, a twenty-five dollar ($25) charge will be made per removal. Repeated violations, three in a one-year period, will necessitate the

resident pet owner removing the pet permanently from the premises. Failure to comply may result in termination of the resident's Dwelling Lease.

E. THE BHA IS NOT RESPONSIBLE FOR ANY ACTION, INJURIES OR DAMAGES CAUSED BY ANY RESIDENT'S PET. A PET IS THE SOLE RESPONSIBILITY OF THE PET OWNER. BHA ASSUMES NO LIABILITY FOR FAILURE OF THE RESIDENT PET OWNER TO CONTROL THE PET. ANY INJURY OR HARM TO OTHER PERSONS, PETS OR PROPERTY IS THE SOLE RESPONSIBILITY AND LIABILITY OF THE RESIDENT PET OWNER. IT IS RECOMMENDED THAT RESIDENT PET OWNERS PURCHASE LIABILITY INSURANCE FOR THIS PURPOSE.

F. Resident pet owners agree to control the noise of their pet(s) such that it does not constitute a nuisance to any other residents, neighbors or people living in the immediate vicinity of the development or dispersed unit. Failure to control pet noise may result in the permanent removal of the pet from the premises. ANY PET WHICH CAUSES UNPROVOKED BODILY INJURY TO ANY RESIDENT, GUEST, STAFF MEMBER, NEIGHBOR OR ANYONE LAWFULLY ON THE PREMISES SHALL BE IMMEDIATELY AND PERMANENTLY REMOVED FROM THE PREMISES, BY THE PROPER AUTHORITIES WITHOUT PRIOR NOTIFICATION.

G. No dog or cat shall be left unattended in any unit for longer than twelve (12) hours. All other animals shall not be left unattended for more than twenty-four (24) hours.

H. All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for their pets. Pets which appear to be poorly cared for or which are left unattended for longer than limits indicated in G above will be reported to the appropriate authority and removed from the premises at the resident pet owner's expense.

I. The resident pet owner shall submit to the development office the names, addresses and telephone numbers of two responsible parties (not living at the same address) who will care for the pet if the resident pet owner, for any reason, is unable to care for the pet. In the event the person is unable or unwilling to accept responsibilitv, the resident pet owner authorizes the BHA to contact state or local authorities, to enter the unit, remove the pet and place it with such authorities. The BHA will inform the resident pet owner where the pet has been placed. Resident pet owner will have to arrange for return of the pet. BHA will not be responsible for the well-being of the pet or costs incurred, such charges will be paid by the resident pet owner.

J. In the event of the death of a pet, the pet must be disposed of pursuant to local ordinances. Dead Animal Collection for the City of Bridgeport should be contacted at 203-576-7751 Resident pet owner shall not bury the pet on BHA property or dispose of it in any manner inconsistent with local ordinances.

K. In the event of the death of the pet while the resident pet owner is unable to care for the pet, the resident pet owner agrees that BHA shall have discretion to dispose of the pet consistent with state and local guidelines if the responsible parties listed on Exhibit A are unwilling to take responsibility, or if written instructions with respect to such disposal are not provided to the site office in advance by the resident pet owner. Charges for disposal shall be assessed to the resident as damages and will be deducted from the pet deposit.

L. Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets and/or are easily frightened by such pets. The resident, therefore, agrees to exercise common sense and common courtesy with respect to the other resident's right to peaceful and quiet enjoyment of the premises.

If using common laundry facilities, it is recommended that the resident pet owner run an additional wash cycle and clean out all filters before leaving the laundry room.

M. After proper written notification, BHA may require the removal of the pet from the premises on a permanent or temporary basis, in BHA's sole discretion, for the following reasons, by way of illustration not limitation:

   a. Excessive pet noise or odor after being advised by BHA.
   b. Unruly, intimidating or dangerous behavior.
   c. Excessive damage of the resident's dwelling unit and/or development common areas and/or neighbor's property or people living in the immediate vicinity of the property.
   d. Repeated problems with the pet or any infestation.
   e. Failure of the resident to provide for adequate care of his/her pet.
   f. Leaving a pet unattended for more than the allowed time period.
   g. Failure of the resident to provide adequate and appropriate vaccination of the pet.
   h. Resident's death, serious illness and/or refusal to care for the pet.
   i. Failure to properly clean up after the pet.
   j. Failure to remove the pet will result in a fine of $25 per day and may result in termination of the resident's Dwelling Lease. After removal of a pet from the premises pursuant to this paragraph, BHA may determine on a case-by-case basis whether the removal of the pet will result in a permanent ban on the pet ownership by the resident.

N. In the event of an emergency, the resident pet owner gives BHA permission to remove the pet or have it removed from the premises immediately for serious problems including, but not limited to, the following:

   a. Pet becomes vicious.
   b. Pet displays symptoms of serious illness.
   c. Pet demonstrates other behavior that constitutes an immediate threat to the health and safety of a resident, guest, staff member, neighbor, other person authorized to be on the premises or people living in the immediate vicinity of the development.

O. With the exception of a service animal that assists a person with disabilities, pets of visitors/guests are strictly prohibited from entering property.

P. "Pet sitting" is not permitted for any pet not already residing within the same development and meeting the requirements of this pet policy, state law, or local laws and ordinances.

2. Birds

   A. Birds must be kept caged at all times.
   B. Cages must be cleaned not less than twice a week. Waste must be disposed of in sealed trash bags and placed in the trash bin. Litter shall not be flushed down the toilet.

3. Fish

   A. The aquarium shall not exceed twenty (20) gallons and shall be placed on appropriately sized stand in a safe location within the unit.
   B. Water damage to walls, carpets, flooring or the ceiling of the unit below caused by breakage or spillage of or from the aquarium shall be the responsibility of the resident pet owner who shall be billed for actual repair costs, as required.

4. Other Animals

A. Animals of the rodent family (i.e. hamsters and gerbils) must be kept caged at all times.
B. Cages must be kept clean.
C. Any other issues such as noise, odor and behavior apply the same as for dogs and cats.

H. NOTIFICATION POLICY

In the event that any resident pet owner violates these pet rules and policy, BHA shall provide written notice of such violations as follows:

1. Creation of a Nuisance

   The owner of any pet which creates a nuisance within, on around the development and/or neighborhood or causes excessive noise, odor, unruly or dangerous behavior shall be notified of such nuisance in writing by management and shall be given three (3) days to correct such nuisance. Failure to comply may result in removal of the pet and/or termination of the resident pet owner's Dwelling Lease. If the resident pet owner disagrees, they may request a hearing in accordance with the BHA Grievance Procedure.

2. Dangerous Behavior

   A. BHA shall provide written notification to the resident pet owner of dangerous behavior and the resident pet owner shall have three (3) days to correct the animal's behavior. It is the responsibility of the resident pet owner to correct the violation. Failure to comply will result in the removal of the pet and/or termination of the pet owner's Dwelling Lease. If the resident pet owner disagrees, they may request a hearing in accordance with the BHA's Grievance Procedure.

   B. Any pet which causes unprovoked physical harm to any resident, guest, staff member, neighbor or people living in the immediate vicinity of the development or other authorized person present within, on or around the development shall be immediately removed from the premises by BHA without prior written notice to the resident pet owner of the action and location of the pet.

3. Lease Termination

   Households who fail to comply with the terms of this policy will be subject to lease termination action according to the Authority's Admissions and Continued Occupancy Policy statement (Chapter 7 Section M) and process of legal notices.

I. INSPECTION POLICY

1. BHA is given permission to enter the resident pet owner's unit for the purpose of inspection if the BHA receives a signed written complaint, or if BHA staff feels the behavior or condition of the pet(s) or resident pet owner warrants same. The inspection will be made during reasonable hours, after proper notice has been given to the pet owner (48 hours' notice). In an emergency situation, entry will be made immediately. Notice will be given the resident pet owner at such emergency entry, giving the reason for such entry.

2. Resident pet owner must be available to physically control his/her pet during the times when BHA employees, agents of BHA or others must enter the unit to conduct housekeeping and preventative maintenance inspections, provide services such as routine work orders or such other times identified in the lease.

EXHIBIT A
Pet Information

This document must be completely filled out and a side-view picture of the pet must be attached before submitting to management. Written approval from BHA must be received before the pet is permitted on the premises and/or in the Dwelling Unit.

Name of Owners:_____

Address:_____

Telephone Number (Work):_____ (Home):_____

Pet Description: Name_____ Breed_____

Age_____

When Full-Grown: Weight_____ Markings_____

Height_____

License No._____ Tag Info._____

Flea Collar: Yes_____ No_____
Picture of Pet: Yes_____ No_____

If your pet is a cat, has it been de-clawed? Yes_____ No_____

Is dog/cat neutered/spayed? Yes_____ No_____

Veterinarian's Name:_____

Address:_____

Telephone Number_____

Parties to assume responsibility if you are unable to do so:

(1) Name(s)_____

Address_____

Telephone Number (Work)_____ (Home)_____

(2) Names(s)_____

Address:_____

Telephone Number (Work)_____ (Home)_____

EXHIBIT B

Veterinarian's Certification

Pet Owner's Name:_____

Veterinarian's Name:_____

Address:_____

Telephone Number:_____

Animal's Name:_____ Age_____

Animal's Breed:_____ Weight_____

Is the animal in good health? Yes_____ No_____

Is the animal suitable as a pet? Yes_____ No_____

TREATMENT: DATE:

Parvovirus _____

Distemper _____

Rabies _____

Heartworm _____

Spay/Neuter _____

Other _____

COMMENTS:_____

_____

_____

_____

_____

_____ _____

Veterinarian's Signature Date

EXHIBIT C

Pet Agreement

This agreement, entered into this_____day of_____,_____ by and between the Housing Authority of the City of Bridgeport (BHA) and_____ (Resident), collectively referred to as "the Parties. " In consideration of their mutual promises the Parties agree as follows:

1. Resident desires and has received permission from BHA to keep the pet named _____ and described as _____in the dwelling unit.

2. This Agreement is an Addendum to and part of the Dwelling Lease between BHA and Resident executed on__ _____. In the event of default by Resident of any of the terms of this Agreement and all succeeding leases, Resident agrees, upon written notice of default from BHA to cure the default within the stated time and/or remove the pet and/or vacate the premises. Resident agrees that BHA may revoke the permission to keep said pet on the premises by giving Resident written notice.

3. Resident agrees to pay BHA a refundable deposit for cats and dogs in the sum of $200, BHA may use this deposit as is reasonably necessary to take care of any damages or cleaning caused by or in connection with said pet. At the termination of this Agreement, any balance shall be refunded within thirty (30) business days to the Resident. Resident agrees to pay BHA for any damages caused by the pet in excess of the security deposit on demand by BHA. Resident also agrees to pay other fees associated with the Pet Policy for damages and non-curbing of pets. The pet deposit must be paid prior to the pet being brought into the unit.

4. Resident agrees to comply with:

   A. The Pet Policy

   B. All other applicable government law and regulations such as but not limited to licensing.

5. Resident represents that the pet is quiet and housebroken, and will not cause any damage to property or annoy other residents.

6. Resident agrees that the pet will not be permitted outside the resident 's unit unless restrained by a leash, cord or chain. Use of the grounds or premises of BHA for sanitary purposes is prohibited except as posted.

7. Resident shall not permit the pet to cause any damage, discomfort, annoyance, nuisance, or in any way to inconvenience or cause complaints from any other resident, staff, or neighbor. Any soiling created by the pet shall be immediately cleaned up by Resident. If management has to remove any waste from any pet, a twenty-five dollar ($25) charge will be made. Repeated violations (three) will necessitate removal of the pet permanently from the premises or failure to comply may result in termination of the dwelling lease.

8. Resident agrees to immediately remedy any emergency situations involving pet, (e.g., attack by pet on staff member, another resident, or a guest) as BHA determines. Resident agrees to remedy any nuisance or dangerous behavior within three (3) days.

9. Resident will be financially responsible for any flea or other insect infestation that affects his/her own or adjacent units as a result of his/her pet.

10. Any pet left unattended for twelve (12) hours or more or whose health is jeopardized by the Resident's neglect, mistreatment, or inability to care for the animal shall be reported to the appropriate authority. Such circumstances shall be deemed an emergency for the purposes of BHA removing the animal from the premises. BHA accepts no responsibility for any pet so removed.

11. Resident agrees to maintain the pet(s) in a healthy condition and to update the Pet Information Form on an annual basis at the time of re-examination.

12. Resident agrees that BHA is in no way responsible nor liable for any action, injuries, or damages caused by the resident pet owner's pet. Nor is BHA responsible for the safekeeping or well-being of the pet. A pet is the sole responsibility and obligation of the resident pet owner.

13. Resident has read and agrees to comply with the Pet Policies which are herein incorporated by reference and agrees to comply with such rules and regulation as that are adopted from time to time by BHA in the future.

_____	_____
Manager	Resident
_____	_____
	Resident
_____	_____
Date	Date

EXHIBIT D
Affidavit

I have read and understand the Family Housing Pet Policy, Pet Agreement, Pet Information and Veterinarian's Certificate of the Bridgeport Housing Authority and agree to comply fully with their provisions. I understand that failure to comply may constitute reason for removal of my pet. If required by management to remove my pet from the premises, I agree to immediately remove any pet and I understand that my failure to do so may constitute grounds for eviction.

I have read and understand the Connecticut State Statute regarding pet ownership. I agree to comply fully with their provisions. I understand that failure to comply with State regulations may constitute fines and removal of my pet.

_____ _____
Resident Unit Number

_____
Resident

_____
Address

The above-named resident(s) has read and signed the rules in my presence.

BRIDGEPORT HOUSING AUTHORITY

_____
Site Manager

_____
Date

Chapter 11

GLOSSARY

A. TERMS USED IN DETERMINING RENT

ANNUAL INCOME (24 CFR 5.609)
Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member for the 12 month period following the effective date of initial determination or reexamination of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that is specifically excluded by other federal statute. Annual income includes:

- The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services
- The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business
- 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 the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property
- When 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. 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.
- Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay
- All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b)(6) contains rules applicable to "as-paid" States)
- Periodic and determinable allowances, such as alimony and child care support payments, and regular cash contributions or gifts received from persons not residing in the dwelling
- All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).

EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)
Annual income does not include the following:

- Income from the employment of children (including foster children) under the age of 18 years
- Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone)
- Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance and workers' compensation) capital gains, and settlement for personal property losses;
- Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member
- Income of a live-in aide, provided the person meets the definition of a live-in aide
- The full amount of student financial assistance paid directly to the student or the educational institution

- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire
- Amounts received under HUD funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and child care vouchers for the duration of the training
- Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS)
- Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program
- Amount received as a Resident services stipend. A modest amount (not to exceed $200 per month) received by a public housing resident for performing a service for the BHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time
- 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 family members 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
- Temporary, non-recurring, or sporadic income (including gifts)
- Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era (For all initial determinations and reexaminations of income on or after April 23, 1993.)
- Earnings in excess of $480 for each full-time student 18 years old or older, (excluding the head of household and spouse)
- Adoption assistance payments in excess of $480 per adopted child
- The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:
  Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.
  Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that <u>is not</u> funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.
- Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- Deferred periodic payments from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts
- 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
- Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home
- 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 the United States Housing Act of 1937. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.

- The following benefits are excluded by other Federal Statute as of August 3, 1933:
  - i The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977
  - ii Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:
    - The Retired Senior Volunteer Program (RSVP)
    - Foster Grandparent Program (FGP)
    - Senior Companion Program (SCP)
    - Older American Committee Service Program.
    - National Volunteer Antipoverty Programs such as:
      VISTA
      Peace Corps
      Service Learning Program
      Special Volunteer Programs.
    - Small Business Administration Programs such as:
      National Volunteer Program to Assist Small Businesses
      Service Corps of Retired Executives.
- Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [25 USC 459e]
- Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program [42 USC 8624 (f)]
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b))
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540)
- The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs
- Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]. Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990 (42 USC 9858q)
- Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32)(j)
- Living allowances under Americorps Program (Nelson Diaz Memo to George Latimer 11/15/94)

ADJUSTED INCOME
Annual income, less allowable HUD deductions.

All Families are eligible for the following:

- ChildCare Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is computed. Childcare expenses are

only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

- Dependent Deduction. An exemption of $480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

- Handicapped Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for visually handicapped, and equipment added to cars and vans to permit use by the handicapped or disabled family member.

- For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

- For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

- For Elderly and Disabled Families Only: Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

- For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

- For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, then medical expenses are added.

- Elderly/Disabled Household Exemption: An exemption of $400 per household.

B. GLOSSARY OF HOUSING TERMS

ACCESSIBLE DWELLING UNITS. When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

ACCESSIBLE FACILITY. All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

ACCESSIBLE ROUTE. For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

ADAPTABILITY. Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.

ADMISSION. Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

ALLOCATION PLAN. The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

APPLICANT (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

AUXILIARY AIDS. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.
CEILING RENT. An amount that reflects the reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve. The family pays the lower of the ceiling rent or the formula resident rent. The BHA ceiling rent is 90 percent (90%) of the Fair Market Rent.

CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse, but not both. A co-head never qualifies as a dependent.

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 18 years of age or older.

DESIGNATED FAMILY. The category of family for whom the PHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

DISABILITY ASSISTANCE EXPENSE. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or 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 PERSON. A person who is any of the following:

- A person who has a disability as defined in section 223 of the Social Security Act. (42 USC 423).
- A person who has a physical, mental, or emotional impairment that:
- Is expected to be of long-continued and indefinite duration;
- Substantially impedes his or her ability to live independently; and
- Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

- A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

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.

DISPLACED FAMILY. 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.

DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY. Term means:

- Drug-trafficking; or
- Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ELDERLY FAMILY. A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well being.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBLE FAMILY (Family). A family is defined by the PHA in the Admission and Continued Occupancy Plan.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 that exceeded 25% of the Annual Income. It is no longer used.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

EXTREMELY LOW-INCOME FAMILY. A family whose income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

FAMILY. The applicant must qualify as a family as defined by the PHA.

FAMILY OF VETERAN OR SERVICEPERSON. A family is a "family of veteran or serviceperson" when:
The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is attending school or vocational training on a full-time basis.

HANDICAPPED ASSISTANCE EXPENSES. Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members that enable a family member (including the handicapped family member) to work.
HANDICAPPED PERSON. [Referred to as a Person with a Disability]. A person having a physical or mental impairment which:
Is expected to be of long-continued and indefinite duration;
Substantially impedes his or her ability to live independently; and
Is of such a nature that such ability could be improved by more suitable housing conditions.

HEAD OF HOUSEHOLD. The person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PLAN.
A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.
A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the Public Housing and Section 8 programs.

HUD. The Department of Housing and Urban Development or its designee.

HUD REQUIREMENTS. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

HURRA. The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate times the total cash value of assets, when assets exceed $5,000.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INCOME TARGETING. The HUD admissions requirement that HAs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.
INDIAN. Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either:
By exercise of the power of self-government of an Indian Tribe, independent of State law, or
By operation of State law providing specifically for housing authorities for Indians.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

INVOLUNTARILY DISPLACED PERSON. Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.

LANDLORD. Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

LEASE. A written agreement between an owner and an eligible family for the leasing of a housing unit.

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who:
Is determined to be essential to the care and well being of the person.
Is not obligated for the support of the person.
Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families without regard to their date and time of application.

LOW-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. For admission to the certificate program, 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 or unusually high or low family incomes.

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expenses anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

MINIMUM RENT. An amount established by the BHA to be $50.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances.

MONTHLY INCOME. 1/12 of the Annual Income before allowances.

NEAR-ELDERLY FAMILY. A family whose head, spouse, or sole member is at least 46, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

NET FAMILY ASSETS. The net cash value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.
PARTICIPANT. A family that has been admitted to the PHA program, and is currently assisted in the program.

PREMISES. The building or complex in which the dwelling unit is located including common areas and grounds.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)
QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998. The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the resident will pay for the next 12 months if the family reports no interim changes.

REMAINING MEMBER OF RESIDENT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RESPONSIBLE ENTITY. For the public housing, Section 8 resident-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

SECRETARY. The Secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.
SERVICEPERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a resident family.

SPOUSE. The marriage partner of the head of the household.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

- Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
- Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
- Direct loans pursuant to Section 202 of the Housing Act of 1959; or
- Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
- Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;
- A Public Housing Project.

SUBSIDY STANDARDS. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

RESIDENT. (Synonymous with resident) The person or persons who executes the lease as lessee of the dwelling unit.

RESIDENT RENT. The amount payable monthly by the family as rent to the PHA.

TOTAL RESIDENT PAYMENT (TTP). The total amount the HUD rent formula requires the resident to pay toward rent and utilities.

UNIT/HOUSING UNIT. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone, cable/satellite tv and internet service are not included as a utility.

UTILITY ALLOWANCE. The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

UTILITY REIMBURSEMENT PAYMENT. The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Resident Payment for the family occupying the unit.

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

VERY LOW INCOME FAMILY. A Low-Income Family who’s Annual Income does not exceed 50% 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 50% 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.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

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.

WAITING LIST. A list of families organized according to HUD regulations and PHA policy that are waiting for subsidy to become available.

WELFARE ASSISTANCE. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments.

Chapter 12

PROGRAM INTEGRITY ADDENDUM

INTRODUCTION

The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits that exceed their legal entitlement. The BHA is committed to assure that the proper level of benefits is paid to all residents, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The BHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines the BHA's policies for the prevention, detection and investigation of program abuse and resident fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the BHA undertake an inquiry or an audit of a resident family arbitrarily. The BHA's expectation is that resident families will comply with HUD requirements, provisions of the lease, and other program rules. The BHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the BHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor residents' lease obligations for compliance and, when indicators of possible abuse come to the BHA' s attention, to investigate such claims.

The BHA will initiate an investigation of a resident family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. The BHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a resident family is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the resident file.

Internal File Review. A follow-up will be made if BHA staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the BHA's knowledge of the family, or is discrepant with statements made by the family.

Verification or Documentation. A follow-up will be made if the BHA receives independent verification or documentation, which conflicts with representations in the resident file (such as public record information or credit bureau reports, reports from other agencies).

B. STEPS THE BHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and resident families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by resident families.

Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the BHA's expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted by the Site Manager for all prospective residents either prior to or upon execution of the lease. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. The BHA will routinely provide resident counseling as a part of every re-certification

interview in order to clarify any confusion pertaining to program rules and requirements.
Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.
Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse
Resident Certification. All family representatives will be required to sign a "Resident Certification" form, as contained in HUD's Resident Integrity Program Manual.

C. STEPS THE BHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The BHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.
Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent re-certifications, each resident file will be reviewed. Such reviews shall include, but are not limited to:
Changes in reported Social Security Numbers or dates of birth.
Authenticity of file Documents.
Ratio between reported income and expenditures.
Review of signatures for consistency with previously signed file documents.
Observation. The BHA Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.
Public Record Bulletins may be reviewed by Management and Staff.
State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits
Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the resident) in the following circumstances:
At the time of final eligibility determination.

D. THE BHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The BHA staff will encourage all resident families to report suspected abuse to the appropriate staff person. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the resident file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The BHA will not follow up on allegations that are vague or otherwise non-specific. The will only review allegations which contain one or more independently verifiable facts.
File Review. An internal file review will be conducted to determine:
If the subject of the allegation is a resident of the BHA and, if so, to determine whether or not the family has previously disclosed the information reported.
It will then be determined if the BHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.
Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the [name position/personnel] will initiate an investigation to determine if the allegation is true or false.

E. HOW THE BHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the BHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the BHA will secure the written authorization from the program participant for the release of information.
Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.

Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.
Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.
Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the BHA's review.
Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.
Public Records. If relevant, the BHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.
Interviews with Head of Household or Family Members. The BHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate BHA office. The BHA Staff Person who conducts such interviews will maintain a high standard of courtesy and professionalism. Under no circumstances will the management tolerate inflammatory language, accusation, or any unprofessional conduct or language. If possible, an additional staff person will attend such interviews.

F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE BHA

Documents and other evidence obtained by the BHA during the course of an investigation will be considered "work product" and will either be kept in the resident file, or in a separate "work file." In either case, the resident file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among BHA Staff unless they are involved in the process, or have information that may assist in the investigation.

G. CONCLUSION OF THE BHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

H. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the BHA will review the facts to determine:
The type of violation. (Procedural, non-compliance, fraud.)
Whether the violation was intentional or unintentional.
What amount of money (if any) is owed by the resident.
Is the family eligible for continued occupancy.

I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, the BHA will propose the most appropriate remedy based upon the type and severity of the violation.
Procedural Non-compliance
This category applies when the resident "fails to" observe a procedure or requirement of the BHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family. Examples of non-compliance violations are:
Failure to appear at a pre-scheduled appointment.
Failure to return verification in time period specified by the BHA.
Warning Notice to the Family. In such cases a notice will be sent to the family, which contains the following:
A description of the non-compliance and the procedure, policy or obligation which was violated.
The date by which the violation must be corrected, or the procedure complied with.
The action which will be taken by the BHA if the procedure or obligation is not complied with by the date specified by the BHA.
The consequences of repeated (similar) violations.

Procedural Non-compliance - Retroactive Rent

When the resident owes money to the BHA for failure to report changes in income or assets, the BHA will issue a Notification of Underpaid Rent. This Notice will contain the following:

A description of the violation and the date(s).

Any amounts owed to the BHA.

A [number] day response period.

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Resident Fails to Comply with BHA's Notice. If the Resident fails to comply with the BHA's notice, and a material provision of the lease has been violated, the BHA will initiate termination of tenancy.

Resident Complies with BHA's Notice. When a resident complies the BHA's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated. The staff person will complete a Resident Counseling Report, give one copy to the family and retain a copy in the resident file.

Intentional Misrepresentations

When a resident falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the resident, the BHA will evaluate whether or not:

the resident had knowledge that his/her actions were wrong, and

that the resident willfully violated the lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the resident was made aware of program requirements and prohibitions. The resident's signature on various certification, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrongdoing.

The resident willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:
An admission by the resident of the misrepresentation.
That the act was done repeatedly.
If a false name or Social Security Number was used.
If there were admissions to others of the illegal action or omission.
That the resident omitted material facts that were known to them (e.g., employment of self or other household member).
That the resident falsified, forged or altered documents.
That the resident uttered and certified to statements at a rent (re)determination which were later independently verified to be false.

The Resident Conference for Serious Violations and Misrepresentations
When the BHA has established that material misrepresentation(s) have occurred, a Resident Conference will be scheduled with the family representative and the BHA staff person who is most knowledgeable about the circumstances of the case.
This conference will take place prior to any proposed action by the BHA. The purpose of such conference is to review the information and evidence obtained by the BHA with the resident, and to provide the resident an opportunity to explain any document findings which conflict with representations in the resident file. The BHA will take any documents or mitigating circumstances presented by the resident into consideration. The resident will be given [number] days to furnish any mitigating evidence.
A secondary purpose of the Resident Conference is to assist the BHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the BHA will consider:
The duration of the violation and number of false statements.
The resident's ability to understand the rules.
The resident's willingness to cooperate, and to accept responsibility for his/her actions
The amount of money involved.
The resident's past history
Whether or not criminal intent has been established.
The number of false statements.

Dispositions of Cases Involving Misrepresentations
In all cases of misrepresentations involving efforts to recover monies owed, the BHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:
Criminal Prosecution: If the BHA has established criminal intent, and the case meets the criteria for prosecution, the BHA may:
Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.
Refer the case to HUD's RIGI, and terminate rental assistance.
Administrative Remedies: The BHA may:
Terminate tenancy and demand payment of restitution in full.
Terminate tenancy and execute an administrative repayment agreement in accordance with the BHA's Repayment Policy.
Terminate tenancy and pursue restitution through civil litigation.
Continue assistance at the correct rent upon repayment of restitution in full [number] days.
Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with the BHA's repayment policy.
Notification to Resident of Proposed Action
The BHA will notify the resident of the proposed action no later than [number] days after the resident conference by certified mail.

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

PHA Name: BRIDGEPORT HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: CT26-P001-50105 Replacement Housing Factor Grant No:	Federal FY of Grant: 2005

☒ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	440,110		0	0
3	1408 Management Improvements	830,221		0	0
4	1410 Administration	440,110		0	0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	440,110		0	0
8	1440 Site Acquisition	397,500		0	0
9	1450 Site Improvement	301,860		0	0
10	1460 Dwelling Structures	245,000		0	0
11	1465.1 Dwelling Equipment—Nonexpendable	846,196		0	0
12	1470 Nondwelling Structures	400,000		0	0
13	1475 Nondwelling Equipment	50,000		0	0
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	10,000		0	0
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	4,401,107		0	0
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	180,000		0	0
24	Amount of line 21 Related to Security – Soft Costs	100,000		0	0
25	Amount of Line 21 Related to Security – Hard Costs	81,860		0	0
26	Amount of line 21 Related to Energy Conservation Measures	520,000		0	0

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

PHA Name:	Bridgeport Housing Authority	**Grant Type and Number** **Capital Fund Program Grant No:** CT26-P001-50105 **Replacement Housing Factor Grant No:**	**Federal FY of Grant**	2005

Development Number Name/HA-Wide Activities	General Description of Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
BHA Wide	Operations	1406	Lump sum	440,110.00		0.00	0.00	-
BHA Wide	Management Improvements	1408	Lump sum	380,221.00		0.00	0.00	-
BHA Wide	Energy Audit	1408	Lump sum	100,000.00		0.00	0.00	-
BHA Wide	Inventory Control	1408	Lump sum	75,000.00		0.00	0.00	-
BHA Wide	Training	1408	Lump sum	50,000.00		0.00	0.00	-
BHA Wide	Vacancy Reduction	1408	Lump sum	225,000.00		0.00	0.00	-
BHA Wide	Administration	1410	Lump sum	440,110.00		0.00	0.00	-
BHA Wide	A & E Fees	1430	Lump sum	440,110.00		0.00	0.00	-
BHA Wide	Gutters/Leaders	1450	Lump sum	25,000.00		0.00	0.00	-
BHA Wide	Landscaping	1450	Lump sum	10,000.00		0.00	0.00	-
BHA Wide	Security System Upgrade	1450	Lump sum	81,860.00		0.00	0.00	-
BHA Wide	Kitchen Cabinets/countertops	1460	Lump sum	5,000.00		0.00	0.00	-
BHA Wide	504 Compliance	1460	Lump sum	100,000.00		0.00	0.00	-
BHA Wide	504 Compliance	1470	Lump sum	80,000.00		0.00	0.00	-
BHA Wide	Technology Upgrades	1475	Lump sum	50,000.00		0.00	0.00	-
BHA Wide	Relocation	1495.1	Lump sum	10,000.00		0.00	0.00	-
CT26-P001-002	Sidewalks/Parking	1450	Lump sum	100,000.00		0.00	0.00	-
CT26-P001-005	Fencing	1450	Lump sum	5,000.00		0.00	0.00	-
CT26-P001-005	Playground	1450	Lump sum	20,000.00		0.00	0.00	-
CT26-P001-005	Underground Tank Remediation	1470	1	10,000.00		0.00	0.00	-
CT26-P001-005	Roof Shingles	1450	Lump sum	20,000.00		0.00	0.00	-
CT26-P001-005	Gary Crooks Facility Improvements	1470	Lump sum	10,000.00		0.00	0.00	-
CT26-P001-007, 08, 010	Windbreaker	1460	Lump sum	10,000.00		0.00	0.00	-
CT26-P001-009	Elevator Upgrades	1465.1	1	100,000.00		0.00	0.00	-
CT26-P001-009	Garbage Lift	1465.1	1	35,000.00		0.00	0.00	-
BHA Wide	Heating System Upgrade/Energy Conserve.	1465.1	TBD	400,000.00		0.00	0.00	-
CT26-P001-044 & 045	Elevator Upgrades	1465.1	2	311,196.00		0.00	0.00	-
CT26-P001-044 & 045	Fencing	1450	Lump sum	5,000.00		0.00	0.00	-
CT26-P001-044 & 045	Sidewalks/Parking	1450	Lump sum	10,000.00		0.00	0.00	-
CT26-P001-044 & 045	Bathroom upgrades	1460	3	10,000.00		0.00	0.00	-
CT26-P001-044 & 045	Pipe Insulation	1460	Lump sum	25,000.00		0.00	0.00	-

CT26-P001-044 & 045	Vinyl Siding/Gutters/Leaders	1460	Lump sum	50,000.00		0.00	0.00	-
BHA Wide	Acquisition	1440	1	397,500.00		0.00	0.00	-
BHA Wide	Construction	1470	Lump sum	300,000.00		0.00	0.00	-
Scattered Sites	Lighting	1450	Lump sum	5,000.00		0.00	0.00	-
Scattered Sites	Sidewalks/Parking	1450	Lump sum	20,000.00		0.00	0.00	-
Scattered Sites	Vinyl Siding or Painting	1460	Lump sum	25,000.00		0.00	0.00	-
Scattered Sites	Windows/Doors/Insulation	1460	Lump sum	20,000.00		0.00	0.00	-
		Totals		**4,401,107.00**	**0.00**	**0.00**	**0.00**	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: BRIDGEPORT HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program No: CT26-P001-50105 Replacement Housing Factor No:	**Federal FY of Grant:** 2005

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
BHA Wide Operations	9/30/07			9/30/09			
BHA Wide Management	9/30/07			9/30/09			
BHA Wide Admin Costs	9/30/07			9/30/09			
A & E Fees	9/30/07			9/30/09			
Acquisition	3/31/06			3/31/06			
CT26-P001 – 002	9/30/07		-	9/30/09			
CT26-P001 – 005	9/30/07			9/30/09			
CT26-P001 – 006	9/30/07			9/30/09			
CT26-P001 – 007, 008, 010	9/30/07			9/30/09			
CT26-P001 - 009	9/30/07			9/30/09			
CT26-P001-044 and 045	9/30/07			9/30/09			
Scattered Sites	9/30/07			9/30/09			
BHA Wide	9/30/07			9/30/09			

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

PHA Name Bridgeport Housing Authority		☒ **Original 5-Year Plan** ☐ **Revision No:**			
Development Number/Name/HA-Wide	Year 1 2005	Work Statement for Year 2 FFY Grant: CT26P001-50106 PHA FY: 2006	Work Statement for Year 3 FFY Grant: CT26P001-50107 PHA FY: 2007	Work Statement for Year 4 FFY Grant: CT26P001-50108 PHA FY: 2008	Work Statement for Year 5 FFY Grant: CT26P001-50109 PHA FY: 2009
	Annual Statement				
BHA Wide 1406		440,110	440,110	440,110	440,110
BHA Wide 1408		675,000	675,000	775,000	775,000
BHA Wide 1410		440,110	440,110	440,110	440,110
BHA Wide 1430		440,110	440,110	440,110	440,110
BHA Wide 1450		220,000	220,000	220,000	220,000
BHA Wide 1460		378,636	378,636	378,636	378,636
BHA Wide 1470		200,000	0	0	0
BHA Wide 1475		90,000	90,000	0	0
BHA Wide 1495		50,000	50,000	50,000	50,000
CT26-P001-002 (1460)		652,141	877,141	942,141	942,141
CT26-P001-005 (1450)		20,000	20,000	10,000	10,000
CT26-P001-005 (1460)				10,000	10,000
CT26-P001-005 (1470)		10,000	10,000	10,000	10,000
CT26-P001-006 (1460)		5,000	60,000	60,000	60,000
007, 008, 010 (1460)		55,000	55,000	55,000	55,000
CT26-P001-009 (1450)		75,000	75,000	0	0
BHA Wide 1465		525,000	400,000	400,000	400,000
044 & 045 (1450)		0	50,000	50,000	50,000
04 & 045 (1460)		0	50,000	50,000	50,000
Scattered Sites (1460)		125,000	70,000	70,000	70,000
			0	0	0
CFP Funds Listed for 5-year planning		4,401,107	4,401,107	4,401,107	4,401,107
Replacement Housing Factor Funds		223,213	223,212	223,212	223,212

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages - Work Activities

Activities for Year 1		Activities for Year: 2 FFY Grant: 2006 PHA FY: 06/07			Activities for Year: 3 FFY Grant: 2007 PHA FY: 07/08	
See Annual Statement	**Development Name/No.**	**Major Work Categories**	**Estimated Cost**	**Development Name/No.**	**Major Work Categories**	**Estimated Cost**
	BHA Wide	Operations	$440,110.00	BHA Wide	Operations	$440,110.00
	BHA Wide	Inventory Control	$100,000.00	BHA Wide	Inventory Control	$100,000.00
	BHA Wide	Management Improvements	$250,000.00	BHA Wide	Management Improvements	$250,000.00
	BHA Wide	Resident Programs	$250,000.00	BHA Wide	Resident Programs	$250,000.00
	BHA Wide	Staff Training	$75,000.00	BHA Wide	Staff Training	$75,000.00
	BHA Wide	Administrative Salaries	$440,110.00	BHA Wide	Administrative Salaries	$440,110.00
	BHA Wide	A & E Services	$440,110.00	BHA Wide	A & E Services	440,110.00
	BHA Wide	Security System	$100,000.00	BHA Wide	Security System	100,000.00
	BHA Wide	Landscaping	$45,000.00	BHA Wide	Landscaping	45,000.00
	BHA Wide	Fencing	$20,000.00	BHA Wide	Fencing	20,000.00
	PT Barnum	Playground	$10,000.00	PT Barnum	Playground	10,000.00
	PT Barnum	Roof shingle replacement	$10,000.00	PT Barnum	Roof shingle replacement	10,000.00
	BHA Wide	Lighting	$25,000.00	BHA Wide	Lighting	25,000.00
	BHA Wide	Sidewalk/Parking	$30,000.00	BHA Wide	Sidewalk/Parking	30,000.00
	Harborview	Asbestos Abatement	$75,000.00	Harborview	Asbestos Abatement	75,000.00
	BHA Wide	Design Demon. For Exigent Issues	$15,636.00	BHA Wide	Design Demon. For Exigent Issues	15,636.00
	BHA Wide	Smoke Detector Covers	$10,000.00	BHA Wide	Smoke Detector Covers	10,000.00
	BHA Wide	Vacancy Reduction	$65,000.00	BHA Wide	Vacancy Reduction	65,000.00
	BHA Wide	Vinyl Siding/Gutters/Leaders	$100,000.00	BHA Wide	Kit cabs/cntrtops	96,000.00
	Charles Greene	Fire doors	$5,000.00	Fireside	504 Compliance	45,000.00
	BHA Wide	Kit cabs/cntrtops	$96,000.00	Fireside	Windbreaker	10,000.00
	Fireside	504 Compliance	$45,000.00	Marina Village	Dwelling improvements	877,141.00
	Fireside	Windbreaker	$10,000.00	BHA Wide	Painting	30,000.00
	Marina Village	Dwelling improvements	$652,141.00	Scatter Site	Dwelling improvements	10,000.00
	BHA Wide	Painting	$30,000.00	Scatter Site	Vinyl Siding/or painting	25,000.00
	Scatter Site	Dwelling improvements	$10,000.00	Scatter Site	Insulation	20,000.00
	Scatter Site	Vinyl Siding/or painting	$25,000.00	Scatter Site	Window replacements	15,000.00
	Scatter Site	Insulation	$20,000.00			
	Scatter Site	Window replacement -Laurel	$15,000.00	BHA Wide	Mold & Mildew Treatment	62,000.00
	Boston Commons	Lighting	$55,000.00	BHA Wide	Heating System/Energy Conserve	400,000.00
	BHA Wide	Mold & Mildew Treatment	$62,000.00	BHA Wide	504 Compliance	100,000.00
	Harborview	Elevator Repairs	$125,000.00	Gary Crooks	Facility Improvements	10,000.00
	BHA Wide	Heating System/Energy Conserve	$400,000.00	BHA Wide	Vehicles	90,000.00
	BHA Wide	504 Compliance	$100,000.00	BHA Wide	Relocation Cost	50,000.00
	Gary Crooks	Facility Improvements	$10,000.00	Trum Gardens	Site improvements	50,000.00
	BHA Wide	Construction	$100,000.00	Trum Gardens	Unit improvements	50,000.00
	BHA Wide	Vehicles	$90,000.00	Charles Greene	Dwelling improvements	60,000.00
	BHA Wide	Relocation Cost	$50,000.00			
		Total CFP Estimated Cost	$4,401,107.00		**Total CFP Estimated Cost**	$4,401,107.00

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages - Work Activities

Activities for Year 1	Activities for Year: 4 FFY Grant: 2008 PHA FY: 08/09			Activities for Year: 5 FFY Grant: 2009 PHA FY: 09/10		
See Annual Statement	**Development Name/No.**	**Major Work Categories**	**Estimated Cost**	**Development Name/No.**	**Major Work Categories**	**Estimated Cost**
	BHA Wide	Operations	$440,110.00	BHA Wide	Operations	$440,110.00
	BHA Wide	Inventory Control	$100,000.00	BHA Wide	Inventory Control	$100,000.00
	BHA Wide	Management Improvements	$350,000.00	BHA Wide	Management Improvements	$350,000.00
	BHA Wide	Resident Programs	$250,000.00	BHA Wide	Resident Programs	$250,000.00
	BHA Wide	Staff Training	$75,000.00	BHA Wide	Staff Training	$75,000.00
	BHA Wide	Administrative Salaries	$440,110.00	BHA Wide	Administrative Salaries	$440,110.00
	BHA Wide	A & E Services	440,110.00	BHA Wide	A & E Services	440,110.00
	BHA Wide	Security System	100,000.00	BHA Wide	Security System	100,000.00
	BHA Wide	Landscaping	45,000.00	BHA Wide	Landscaping	45,000.00
	BHA Wide	Fencing	20,000.00	BHA Wide	Fencing	20,000.00
	PT Barnum	Playground	10,000.00	PT Barnum	Playground	10,000.00
	PT Barnum	Roof shingle replacement	10,000.00	PT Barnum	Roof shingle replacement	10,000.00
	BHA Wide	Lighting	25,000.00	BHA Wide	Lighting	25,000.00
	BHA Wide	Sidewalk/Parking	30,000.00	BHA Wide	Sidewalk/Parking	30,000.00
	BHA Wide	Design Demon. For Exigent Issues	15,636.00	BHA Wide	Design Demon. For Exigent Issues	15,636.00
	BHA Wide	Smoke Detector Covers	10,000.00	BHA Wide	Smoke Detector Covers	10,000.00
	BHA Wide	Vacancy Reduction	65,000.00	BHA Wide	Vacancy Reduction	65,000.00
	BHA Wide	Kit cabs/cntrtops	96,000.00	BHA Wide	Kit cabs/cntrtops	96,000.00
	Fireside	504 Compliance	45,000.00	Fireside	504 Compliance	45,000.00
	Fireside	Windbreaker	10,000.00	Fireside	Windbreaker	10,000.00
	Marina Village	Dwelling improvements	942,141.00	Marina Village	Dwelling improvements	942,141.00
	BHA Wide	Painting	30,000.00	BHA Wide	Painting	30,000.00
	Scatter Site	Dwelling improvements	10,000.00	Scatter Site	Dwelling improvements	10,000.00
	Scatter Site	Vinyl Siding/or painting	25,000.00	Scatter Site	Vinyl Siding/or painting	25,000.00
	Scatter Site	Insulation	20,000.00	Scatter Site	Insulation	20,000.00
	Scatter Site	Window replacements	15,000.00	Scatter Site	Window replacements	15,000.00
	BHA Wide	Mold & Mildew Treatment	62,000.00	BHA Wide	Mold & Mildew Treatment	62,000.00
	BHA Wide	Heating System/Energy Conserve	400,000.00	BHA Wide	Heating System/Energy Conserve	400,000.00
	BHA Wide	504 Compliance	100,000.00	BHA Wide	504 Compliance	100,000.00
	Gary Crooks	Facility Improvements	10,000.00	Gary Crooks	Facility Improvements	10,000.00
	BHA Wide	Relocation Cost	50,000.00	BHA Wide	Relocation Cost	50,000.00
	Trumbull Gardens	Site improvements	50,000.00	Trumbull Gardens	Site improvements	50,000.00
	Trumbull Gardens	Unit improvements	50,000.00	Trumbull Gardens	Unit improvements	50,000.00
	Charles Greene	Unit improvements	60,000.00	Charles Greene	Unit improvements	60,000.00
		Total CFP Estimated Cost	$4,401,107.00		**Total CFP Estimated Cost**	$4,401,107.00

CAPITAL FUND PROGRAM 2004

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

PHA Name: BRIDGEPORT HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: CT26-P001-50104 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☒ **Revised Annual Statement (revision no:** 3)
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	747,989	438,140	285,715.32	687.82
3	1408 Management Improvements	898,442	876,281	751,112.96	751,112.96
4	1410 Administration	475,836	438,140	438,140	208,560.24
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	438,140	438,140	34,394	144
8	1440 Site Acquisition				
9	1450 Site Improvement	660,000	820,616	23,163.74	0
10	1460 Dwelling Structures	796,000	997,445	88,611.78	34,105
11	1465.1 Dwelling Equipment—Nonexpendable	155,000	55,000	0	0
12	1470 Nondwelling Structures	150,000	310,000	2,684.14	0
13	1475 Nondwelling Equipment	0	7,645	7,645	0
14	1485 Demolition	60,000	0	0	0
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration	0	0	0	0
17	1495.1 Relocation Costs	0	0	0	0
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	4,381,407	4,381,407	1,787,890.37	1,022,915.62
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	80,000	155,000	0	0
24	Amount of line 21 Related to Security – Soft Costs	1,016,951	855,324	855,324	583,824.14
25	Amount of Line 21 Related to Security – Hard Costs	1,821,000	374,740	80,602.68	32,130
26	Amount of line 21 Related to Energy Conservation Measures	118,800	488,541	65,798.75	1,975

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

PHA Name: Bridgeport Housing Authority	**Grant Type and Number** **Capital Fund Program Grant No:** CT26-P001-50104 **Replacement Housing Factor Grant No:**	**Federal FY of Grant** 2004

Development Number Name/HA-Wide Activities	General Description of Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
BHA Wide	Operations	1406	Lump sum	747,989.00	438,140.00	288,192.50	806.82	-
BHA Wide	Management Improvements	1408	Lump sum	0.00	167,289.00	187,868.82	176,961.42	94%
BHA Wide	Security	1408	Lump sum	898,442.00	583,824.00	583,824.14	583,824.14	100%
BHA Wide	Vacancy Reduction	1408	Lump sum	0.00	125,168.00	2,100.00	2,100.00	-
BHA Wide	Administration	1410	Lump sum	475,836.00	438,140.00	438,140.00	208,560.24	48%
BHA Wide	A & E Fees	1430	Lump sum	438,140.00	438,140.00	48,653.00	15,908.00	-
CT26-P001-002	Landscaping	1450	Lump sum	0.00	4,500.00	3,690.00	0.00	-
CT26-P001-002	Playground upgrade	1450	Lump sum	150,000.00	0.00	0.00	0.00	-
CT26-P001-005	Playground	1450	Lump sum	0.00	15,000.00	0.00	0.00	-
CT26-P001-005	Sidewalks/Parking	1450	Lump sum	45,000.00	45,000.00	0.00	0.00	-
CT26-P001-005	Landscaping	1450	Lump sum	0.00	24,056.00	0.00	0.00	-
CT26-P001-005	Stair repairs	1450	3 bldgs	0.00	183,713.00	0.00	0.00	-
CT26-P001-006	Landscaping & sidewalks	1450	Lump sum	15,000.00	15,000.00	0.00	0.00	-
CT26-P001-006	Fire Alarm system	1450	5 bldgs	0.00	130,000.00	0.00	0.00	-
CT26-P001-006	Stair repairs	1450	5 bldgs	0.00	3,500.00	0.00	0.00	-
CT26-P001-007, 008 & 010	Landscaping & sidewalks	1450	Lump sum	25,000.00	25,000.00	10,000.00	0.00	-
CT26-P001-009	Canopy	1450	Lump sum	25,000.00	25,000.00	0.00	0.00	-
CT26-P001-009	Landscaping & sidewalks	1450	Lump sum	145,000.00	30,000.00	0.00	0.00	-
CT26-P001-044 & 045	Landscaping & sidewalks	1450	Lump sum	70,000.00	45,000.00	0.00	0.00	-
CT26-P001-044 & 045	Vinyl siding/gutters and leaders	1450	Lump sum	0.00	50,000.00	0.00	0.00	-
Scattered Sites I	Sidewalks/Parking	1450	Lump sum	185,000.00	60,000.00	0.00	0.00	-
Scattered Sites II	Sidewalks/Parking	1450	Lump sum	0.00	65,000.00	0.00	0.00	-
Scattered Sites II	Landscaping	1450	Lump sum	0.00	25,000.00	675.00	0.00	-
Scattered Sites II	Fire Doors - Poplar	1450	5	0.00	10,000.00	0.00	0.00	-
Scattered Sites II	Hot water heaters	1450	Lump sum	0.00	9,847.00	22,488.74	0.00	-
Scattered Sites II	Lights	1450	Lump sum	0.00	15,000.00	9,544.00	0.00	-
BHA Wide	504 compliance	1450	Lump sum	0.00	35,000.00	0.00	0.00	-
CT26-P001-002	Electrical work	1450	1 bldg	0.00	5,000.00	0.00	0.00	-
CT26-P001-005	Kitchen cabinets/countertops	1460	Lump sum	0.00	48,000.00	0.00	0.00	-
CT26-P001-005	Unit improvements	1460	35 units	100,000.00	0.00	0.00	0.00	-
CT26-P001-006	Exterior door replacement	1460	15	36,000.00	35,700.00	35,700.00	32,130.00	100%

CT26-P001-006	Unit improvements	1460	Lump sum	174,000.00	0.00	0.00	0.00	-
CT26-P001-006	Kitchen cabinets/countertops	1460	Lump sum	0.00	20,000.00	0.00	0.00	-
CT26-P001-006	intercom force account	1460	270 units	0.00	11,040.00	33,218.68	0.00	-
CT26-P001-006	Heat system upgrade emergency	1450	54 units	0.00	35,558.00	35,558.00		
CT26-P001-007, 008 & 010	Screen doors force account	1460	248 units	28,500.00	20,000.00	0.00	0.00	-
CT26-P001-007, 008 & 010	Hot water tanks	1460	1	0.00	20,000.00	0.00	0.00	-
CT26-P001-007, 008 & 010	504 compliance	1460	Lump sum	30,000.00	0.00	0.00	0.00	-
CT26-P001- 008	Roof replacement	1460	5 bldgs	51,500.00	75,000.00	0.00	0.00	-
CT26-P001-009	Unit improvements/kitchen cabinets	1460	25 units	30,000.00	41,011.00	17,718.10	0.00	-
CT26-P001-009	Window Replacement	1460	Lump sum	0.00	57,161.00	0.00	0.00	-
CT26-P001-044 & 045	Unit improvements	1460	Lump sum	81,000.00	0.00	0.00	0.00	-
CT26-P001-044 & 045	Roof replacement	1460	1 bldg	0.00	50,000.00	0.00	0.00	-
CT26-P001-044 & 045	Kitchen cabinets/countertops	1460	Lump sum	0.00	40,000.00	0.00	0.00	-
CT26-P001-044 & 045	Bldg 11 common area improvements	1460	Lump sum	0.00	20,000.00	0.00	0.00	-
Scattered Sites I	Boston Commons Interior Lights	1460	Lump sum	0.00	10,000.00	0.00	0.00	-
Scattered Sites I	Painting	1460	1 bldg	0.00	10,000.00	650.00	650.00	-
Scattered Sites I	Roof replacement	1460	Lump sum	0.00	1,975.00	1,975.00	1,975.00	100%
Scattered Sites I	Storm Doors	1460	Lump sum	0.00	10,000.00	0.00	0.00	-
Scattered Sites II	hewitt street bathroom upgrades	1460	Lump sum	265,000.00	25,000.00	0.00	0.00	-
Scattered Sites II	tudor hill walkway	1460	Lump sum	0.00	60,000.00			
Scattered Sites II	Roof replacement	1460	Lump sum	0.00	100,000.00	3,200.00	0.00	-
Scattered Sites II	Vinyl siding	1460	Lump sum	0.00	35,000.00	0.00	0.00	-
Scattered Sites II	Window Replacement	1460	Lump sum	0.00	19,000.00	529.25	0.00	-
BHA Wide	504 compliance	1460	Lump sum	0.00	75,000.00	0.00	0.00	-
BHA Wide	Security system upgrades	1460	Lump sum	0.00	125,000.00	2,140.00	0.00	-
BHA Wide	Smoke detector covers	1460	Lump sum	0.00	53,000.00	0.00	0.00	-
CT26-P001-006	Elevator Upgrades	1465	1	100,000.00	0.00	0.00	0.00	-
CT26-P001-009	Elevator accessibility/Electrical upgrades	1465	Lump sum	55,000.00	55,000.00	0.00	0.00	-
CT26-P001-005	Warehouse site improvement	1470	3,185 sq ft	10,000.00	10,000.00	0.00	0.00	-
CT26-P001-005	Gary Crooks Facility Improvements	1470	Lump sum	0.00	10,000.00	2,684.14	0.00	-
CT26-P001-045	Management bldg roof replacement	1470	1 bldg	0.00	50,000.00	0.00	0.00	-
CT26-P001-044 & 045	Fencing and Paint admin building	1470	Lump sum	20,000.00	0.00	0.00	0.00	-
Admin Offices	504 compliance	1470	Lump sum	25,000.00	10,000.00	0.00	0.00	-
Admin Offices	Improvements and upgrades	1470	Lump sum	95,000.00	0.00	0.00	0.00	-
Admin Offices	Facility improvements/hvac & office space	1470	Lump sum	0.00	230,000.00	14,000.00	0.00	-
BHA Wide	Copier	1475	1	0.00	7,645.00	7,645.00	0.00	-
CT26-P001-043	Obsolete Garage Demolition	1485	Lump sum	60,000.00	0.00	0.00	0.00	-
		Totals		**4,381,407.00**	**4,381,407.00**	**1,750,194.37**	**1,022,915.62**	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: BRIDGEPORT HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program No: CT26-P001-50104 Replacement Housing Factor No:	**Federal FY of Grant:** 2004

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
BHA Wide Operations	9/30/05	9/30/06		9/30/06	9/30/06		Addressing Obligation requirements and deferred maintenance
BHA Wide Management	12/31/04	12/31/05		9/30/05	3/31/06		Addressing Obligation requirements and deferred maintenance
BHA Wide Admin Costs	12/31/04	12/31/04	12/31/04	9/30/05	9/30/05		Addressing Obligation requirements and deferred maintenance
A & E Fees	12/31/04	12/31/05		9/30/05	12/31/06		Addressing Obligation requirements and deferred maintenance
CT26-P001 – 002	9/30/05	12/31/05	-	9/30/07	9/30/06	-	Addressing Obligation requirements and deferred maintenance
CT26-P001 – 005	9/30/05	3/31/06		6/30/06	12/31/06		Addressing Obligation requirements and deferred maintenance
CT26-P001 – 006	3/31/05	12/31/05		9/30/05	12/31/06		Addressing Obligation requirements and deferred maintenance
CT26-P001 – 007, 008, 010	9/30/05	12/31/05		12/31/06	12/31/06		Addressing Obligation requirements and deferred maintenance
CT26-P001 - 009	3/31/05	12/31/05		12/31/05	12/31/06		Addressing Obligation requirements and deferred maintenance
CT26-P001-045	9/30/05	3/31/06		3/31/06	9/30/06		Addressing Obligation requirements and deferred maintenance
Scattered Sites		12/31/05			12/31/06		Addressing Obligation requirements and deferred maintenance
BHA Wide		12/31/05			12/31/06		Addressing Obligation requirements and deferred maintenance

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

PHA Name: BRIDGEPORT HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: CT26-P001-50103 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☒ **Revised Annual Statement (revision no:** 2)
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	373,469	366,582	366,582	366,582
3	1408 Management Improvements	732,341	732,341	732,341	732,341
4	1410 Administration	457,713	366,582	366,582	366,582
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	366,582	380,836	377,750.63	277,580.26
8	1440 Site Acquisition				
9	1450 Site Improvement	355,000	457,356	536,981.42	11,444.95
10	1460 Dwelling Structures	863,278	596,911	520,795.95	217,966.50
11	1465.1 Dwelling Equipment—Nonexpendable	308,253	66,795	66,795	18,253
12	1470 Nondwelling Structures	209,192	0	0	0
13	1475 Nondwelling Equipment				
14	1485 Demolition	0	10,500	10,500	0
15	1490 Replacement Reserve	0	687,500	687,500	0
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	0	0	0	0
18	1499 Development Activities	0	0	0	0
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	3,665,828	3,665,828	3,665,828	1,865,200.23
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	125,000	0	0	0
24	Amount of line 21 Related to Security – Soft Costs	732,341	890,341	890,341	732,341
25	Amount of Line 21 Related to Security – Hard Costs	18,253	4,405	4,405	0
26	Amount of line 21 Related to Energy Conservation Measures	250,000	66,795	66,795	18,253

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

PHA Name: Bridgeport Housing Authority	**Grant Type and Number** **Capital Fund Program Grant No:** CT26-P001-50103 **Replacement Housing Factor Grant No:**	**Federal FY of Grant** 2003

Development Number Name/HA-Wide Activities	General Description of Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
BHA Wide	Operations	1406	Lump sum	373,469.00	366,582.00	366,582.00	241,032.52	66%
BHA Wide	Management Improvements	1408	Lump sum	732,341.00	732,341.00	732,341.00	732,341.00	100%
BHA Wide	Administration	1410	Lump sum	457,713.00	366,582.00	366,582.00	366,582.00	100%
BHA Wide	A & E Fees	1430	Lump sum	366,582.00	380,836.00	377,750.63	277,580.26	73%
CT26-P001-002	Risk Management/Sidewalks/Accessibility	1450	Lump sum	175,000.00	175,000.00	176,007.00	0.00	-
CT26-P001-002	Playground improvements	1450	Lump sum	0.00	126,215.00	111,169.00	0.00	-
CT26-P001-006	Mailroom and force account	1450	Lump sum	0.00	20,000.00	20,000.00	7,420.00	100%
CT26-P001-009	Asbestos Removal	1450	Lump sum	100,000.00	2,000.00	1,900.00	1,900.00	100%
CT26-P001-044 & 045	Risk Management/Landscaping	1450	Lump sum	30,000.00	0.00	0.00	0.00	-
CT26-P001-044 & 045	Vinyl siding/gutters/leaders	1450	Lump sum	0.00	90,254.00	220,758.20	711.35	-
CT26-P001-044 & 045	Fencing	1450	Lump sum	0.00	42,887.00	5,722.22	563.60	13%
Scattered Sites	Site improvements	1450	Lump sum	50,000.00	1,425.00	1,425.00	850.00	50%
CT26-P001-002	Lead paint abatement/Mold Mildew	1460	5 units	55,000.00	0.00	0.00	0.00	-
CT26-P001-005	Door replacement & force account	1460	60 doors	0.00	13,277.00	4,077.00	4,077.00	100%
CT26-P001-005	Extermination	1460	3 bldgs	0.00	12,000.00	3,375.00	3,375.00	100%
CT26-P001-005	Stair repairs/replacement	1460	Lump sum	383,278.00	195,287.00	195,287.00	195,287.00	100%
CT26-P001-006	Stair repairs	1460	1 bldg	25,000.00	1,000.00	0.00	0.00	-
CT26-P001-006	Fire doors - Interior	1460	5 bldgs	0.00	110,000.00	119,773.40	473.40	-
CT26-P001-006	Security system upgrades	1460	1 unit	0.00	4,405.00	4,405.00	4,405.00	100%
CT26-P001-006	Window replacement & force account	1460	Lump sum	0.00	35,000.00	49,630.45	3,803.00	8%
CT26-P001-006	Window screen replacement & force account	1460	Lump sum	0.00	31,621.00	25,615.00	835.00	-
CT26-P001-007, 008 & 010	Screen door replacement	1460	248 units	0.00	125,575.00	727.00	0.00	-
CT26-P001-009	Convert bathrooms for handicap access	1460	6 units	50,000.00	0.00	0.00	0.00	-
CT26-P001-044 & 045	Dwelling unit improvements	1460	Lump sum	185,000.00	0.00	0.00	0.00	-
CT26-P001-044 & 045	Painting	1460	Lump sum	0.00	4,000.00	4,400.00	4,400.00	100%
Scattered Sites	Dwelling improvements	1460	Lump sum	215,000.00	0.00	0.00	0.00	-
Scattered Sites	Brick repointing	1460	1 bldg	0.00	50,000.00	98,686.10	1,311.10	-
Scattered Sites	Gutters/Leaders	1460	Lump sum	0.00	14,746.00	14,820.00	0.00	0%
CT26-P001-006	Fire alarm	1465	Lump sum	130,000.00	0.00	0.00	0.00	-
CT26-P001-009	Elevator accessibility/Garbage lift	1465	Lump sum	45,000.00	0.00	0.00	0.00	-
CT26-P001-009	Heating system upgrade	1465	80 units	18,253.00	18,253.00	18,253.00	18,253.00	100%

CT26-P001-044 & 045	Heat system upgrade/Security	1465	Lump sum	65,000.00	0.00	0.00	0.00	-
CT26-P001-044 & 045	Heat system upgrade	1465	1 boiler	0.00	48,542.00	48,542.00	0.00	0%
CT26-P001-044 & 045	Admin Bldg roof replacement	1470	Lump sum	50,000.00	0.00	0.00	0.00	-
Admin Offices	150 Highland Avenue Bldg upgrade	1470	Lump sum	159,192.00	0.00	0.00	0.00	-
Scattered Sites	Obsolete garage demolition	1485	2	0.00	10,500.00	10,500.00	0.00	0%
CT26-P001-006	Replacement Reserve for elevator upgrades	1490	5 elevators	0.00	687,500.00	687,500.00	0.00	-
		Totals		**3,665,828.00**	**3,665,828.00**	**3,665,828.00**	**1,865,200.23**	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: BRIDGEPORT HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program No: CT26-P001-50103 Replacement Housing Factor No:	**Federal FY of Grant:** 2003

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
BHA Wide Operations		9/30/05	6/30/05		9/30/06		Addressing Obligation requirements and deferred maintenance
BHA Wide Admin	12/31/03	6/30/05		9/30/04	9/30/05	6/30/05	Addressing Obligation requirements and deferred maintenance
BHA Wide Mgmt Improvements	12/31/03	6/30/05		9/30/04	9/30/05	6/30/05	Addressing Obligation requirements and deferred maintenance
A/E Fees	12/31/03	6/30/05	6/30/05	9/30/05	9/30/06		Addressing Obligation requirements and deferred maintenance
CT26-P001 – 002	9/30/05	9/30/06		9/30/07	9/30/07		Addressing Obligation requirements and deferred maintenance
CT26-P001 – 005	3/31/04	12/31/05		9/30/04	9/30/06		Addressing Obligation requirements and deferred maintenance
CT26-P001 – 006	3/31/04	12/31/05		9/30/04	9/30/06		Addressing Obligation requirements and deferred maintenance
007, 008 & 010	12/31/03	12/31/05		3/31/04	9/30/06		Addressing Obligation requirements and deferred maintenance
CT26-P001 - 009	3/31/05	12/31/05		3/31/06	9/30/06		Addressing Obligation requirements and deferred maintenance
CT26-P001-044, 045	9/30/05	12/31/05		3/31/06	9/30/06		Addressing Obligation requirements and deferred maintenance
Scattered Sites		12/31/05			12/31/07		Addressing Obligation requirements and deferred maintenance
Admin Physical Upgrades		12/31/05			12/31/07		Addressing Obligation requirements and deferred maintenance

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

PHA Name: BRIDGEPORT HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: CT26-P001-50203 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☒ **Revised Annual Statement (revision no:** 3)
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	165,277	165,277	165,277	165,092.62
4	1410 Administration	82,639	82,639	82,639	82,639
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	150,000	10,000	5,413.48	5,413.48
10	1460 Dwelling Structures	428,469	568,469	28,200	28,200
11	1465.1 Dwelling Equipment—Nonexpendable	0			
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	826,385	826,385	281,529.48	281,529.48
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	55,000	55,000	0	0
24	Amount of line 21 Related to Security – Soft Costs	165,277	165,277	165,277	165,277
25	Amount of Line 21 Related to Security – Hard Costs	0	4,586.52	0	0
26	Amount of line 21 Related to Energy Conservation Measures	0	0	0	0

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

PHA Name: BRIDGEPORT HOUSING AUTHORITY		**Grant Type and Number** Capital Fund Program Grant No: CT26-P001-50203 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
BHA Wide	Mgmt improvements Security Police	1408	Lump Sum	165,277	165,277	165,277	165,092.62	100%
BHA Wide	Admin Salaries and Benefits for Mod Personnel and pro-rations from operating budget	1410	Lump Sum	82,639	82,639	82,639	82,639	100%
CT26-P001-005	Repair/Replace PT Barnum Stairs	1460	18 buildings	373,469	513,469	28,200	28,200	-
BHA Wide	504 Compliance/Accessibility	1460	Lump sum	55,000	55,000	0	0	-
CT26-P001-044 & 045	Security System Improvements	1450	Lump Sum	150,000	4,586.52			-
CT26-P001-009	Sliding Doors completion	1450			5,413.48	5,413.48	5,413.48	100%
			Totals	826,385	826,385	281,529.48	281,.529.48	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: BRIDGEPORT HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program No: CT26-P001-50203 Replacement Housing Factor No:	**Federal FY of Grant:** 2003

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
BHA Wide Security and Admin	12/31/04	6/30/05	6/30/05	9/30/05	6/30/05	6/30/05	Addressing Obligation requirements and deferred maintenance
CT26-P001-002	9/30/05			3/31/06			Addressing Obligation requirements and deferred maintenance
CT26-P001-005	12/31/05	3/31/06			9/30/06		Addressing Obligation requirements and deferred maintenance
BHA Wide 504 compliance and security improvements	12/31/05	12/31/05			12/31/06		Addressing Obligation requirements and deferred maintenance

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

PHA Name: BRIDGEPORT HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: CT26-P001-50102 Replacement Housing Factor Grant No:	Federal FY of Grant: 2002

☐Original Annual Statement ☐Reserve for Disasters/ Emergencies ☒Revised Annual Statement (revision no: 3)
☐Performance and Evaluation Report for Period Ending: ☐Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	351,732	342,449.61	342,449.61	328,175.61
3	1408 Management Improvements	738,013	738,013.12	738,013.12	738,013.12
4	1410 Administration	471,987	457,713	457,713	457,713
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	352,616	352,615	352,615.86	352,615.86
8	1440 Site Acquisition	0	0	0	0
9	1450 Site Improvement	251,958	163,958	161,277.45	161,227.45
10	1460 Dwelling Structures	1,774,888	1,899,445.27	1,936,723.35	1,936,722.45
11	1465.1 Dwelling Equipment—Nonexpendable	201,393	201,393	201,393.08	201,393.08
12	1470 Nondwelling Structures	11,000	6,000	5,825	0
13	1475 Nondwelling Equipment	404,606	396,606	362,182.32	230,431.32
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	18,940	18,940	18,940	18,940
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	4,577,133	4,577,133	4,577,133	4,439,556.10
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	5,000	0	0	0
24	Amount of line 21 Related to Security – Soft Costs	1,089,745	1,089,745	1,089,745	1,089,745
25	Amount of Line 21 Related to Security – Hard Costs	1,738,786	16,500	16,315	16,315
26	Amount of line 21 Related to Energy Conservation Measures	250,940	201,393	201,393	201,393

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

PHA Name: Bridgeport Housing Authority	**Grant Type and Number** **Capital Fund Program Grant No:** CT26-P001-50102 **Replacement Housing Factor Grant No:**	**Federal FY of Grant** 2002

Development Number Name/HA-Wide Activities	General Description of Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
BHA Wide	Operations	1406	Lump sum	351,732.00	342,449.61	342,449.61	328,175.61	96%
BHA Wide	Management Improvements	1408	Lump sum	738,013.00	738,013.12	738,013.12	738,013.12	100%
BHA Wide	Administration	1410	Lump sum	471,987.00	457,713.00	457,713.00	457,713.00	100%
BHA Wide	A & E Fees	1430	Lump sum	352,616.00	352,615.00	352,615.86	352,615.86	100%
CT26-P001-002	Risk management	1450	Lump sum	4,500.00	0.00	0.00	0.00	-
CT26-P001-005	Site improvements	1450	Lump sum	45,000.00	0.00	0.00	0.00	-
CT26-P001-005	Landscaping	1450	Lump sum	0.00	944.00	944.00	944.00	100%
CT26-P001-006	Playground improvements	1450	Lump sum	111,700.00	111,700.00	111,700.29	111,700.29	100%
CT26-P001-006	Mailroom and force account	1450	Lump sum	20,000.00	0.00	0.00	0.00	-
CT26-P001-009	Lobby closet door	1450	26 sets	10,000.00	18,020.00	17,972.16	17,972.16	100%
CT26-P001-009	Master Antenna	1450	Lump sum	0.00	1,211.00	1,211.00	1,211.00	100%
Scattered Sites	Risk Management/Site improvements	1450	Lump sum	10,000.00	0.00	0.00	0.00	-
Scattered Sites	Lights	1450	Lump sum	0.00	1,083.00	0.00	0.00	-
Scattered Sites	Painting	1450	Lump sum	0.00	31,000.00	29,450.00	29,450.00	100%
BHA Wide	Smoke detectors	1460	Lump sum	56,180.00	0.00	0.00	0.00	-
BHA Wide	Vacancy Reduction	1460	Lump sum	0.00	212,574.27	249,860.71	249,860.71	100%
CT26-P001-002	Site improvements	1460	2 bldgs	748,882.00	807,556.00	807,556.74	807,556.74	100%
CT26-P001-007, 008 & 010	Roof replacement/upgrade water tanks	1460	2 bldgs	60,000.00	0.00	0.00	0.00	-
CT26-P001-009	Security system	1460	Lump sum	0.00	10,500.00	10,490.00	10,490.00	100%
CT26-P001-009	Kitchen cabinets/countertops	1460	10 units	19,380.00	7,158.00	7,158.90	7,158.00	100%
CT26-P001-044 & 045	Bldg exterior work and replace low roofs	1460	Lump sum	861,657.00	861,657.00	861,657.00	861,657.00	100%
Scattered Sites	Deferred maintenance and unit improvements	1460	Lump sum	60,000.00	0.00	0.00	0.00	-
CT26-P001-009	Heating system upgrade	1465	80 units	133,884.00	133,884.00	133,884.00	133,884.00	100%
CT26-P001-025	Boiler replacement	1465	10 units	19,007.00	19,007.00	19,007.08	19,007.08	100%
CT26-P001-044 & 045	Heat system upgrade	1465	1	48,502.00	48,502.00	48,502.00	48,502.00	100%
Scattered Sites	Heating system upgrade	1465	Lump sum	9,547.00	0.00	0.00	0.00	-
CT26-P001-002	Office bldg improvements	1470	Lump sum	15,000.00	0.00	0.00	0.00	-
CT26-P001-005	Security system	1470	Lump sum	6,000.00	6,000.00	5,825.00	5,825.00	100%
BHA Wide	Vehicles	1475	Lump sum	180,000.00	172,000.00	137,576.00	0.00	0%
BHA Wide	Replace phone system	1475	Lump sum	224,606.00	224,606.00	224,606.32	224,606.32	100%

CT26-P001-002	Develop scattered site units	1499	20 units	18,940.00	18,940.00	18,940.00	18,940.00	100%
		Totals		**4,577,133.00**	**4,577,133.00**	**4,577,132.79**	**4,425,281.89**	

PHA Name: BRIDGEPORT HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program No: CT26-P001-50102 Replacement Housing Factor No:	**Federal FY of Grant:** 2002

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
BHA Operations		6/30/05	7/31/05		9/30/05		Addressing Obligation requirements and deferred maintenance
BHA Wide Admin	9/30/02	9/30/02	9/30/02	9/30/03	9/30/04	9/30/04	Addressing Obligation requirements and deferred maintenance
BHA Wide Mgmt Improvements	9/30/02	12/30/04	12/31/04	9/30/03	12/30/04	12/31/04	Addressing Obligation requirements and deferred maintenance
A/E Fees	9/30/03	9/30/03	9/30/03	9/30/04	12/30/04	12/30/04	Addressing Obligation requirements and deferred maintenance
CT26-P001-002	9/30/04	9/30/04	6/30/05	9/30/05	9/30/05	6/30/05	Addressing Obligation requirements and deferred maintenance
CT26-P001-006	3/31/04	12/31/04	12/31/04	9/30/05	9/30/05	3/31/05	Addressing Obligation requirements and deferred maintenance
CT26P001-044, 045	9/30/04	9/30/05	6/30/05	9/30/05	9/30/05	7/31/05	Addressing Obligation requirements and deferred maintenance
CT26-P001-005	6/30/05	9/30/05	6/30/05	9/30/05	9/30/05		Addressing Obligation requirements and deferred maintenance
CT26-P001-009	6/30/05	6/30/05	7/31/05	9/30/05	9/30/05		Addressing Obligation requirements and deferred maintenance
Scattered Sites	9/30/05	9/30/05		9/30/05	9/30/05		Addressing Obligation requirements and deferred maintenance
BHA Wide	6/30/05	9/30/05		9/30/05	9/30/05		Addressing Obligation requirements and deferred maintenance

REPLACEMENT HOUSING FACTOR 2005

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

PHA Name: BRIDGEPORT HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: CT26-R001-50105	Federal FY of Grant: 2005

☒Original Annual Statement ☐Reserve for Disasters/ Emergencies ☒Revised Annual Statement (revision no:)
☐Performance and Evaluation Report for Period Ending: ☐Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
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 Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	109,156			
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	109,156			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

REPLACEMENT HOUSING FACTOR 2005

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

PHA Name: HOUSING AUTHORITY OF THE CITY OF BRIDGEPORT		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: CT26-R001-50105				**Federal FY of Grant:** 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
BHA-Wide	Development Activities	1499	Lump Sum	109,156				

REPLACEMENT HOUSING FACTOR 2005

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: BRIDGEPORT HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: CT26-R001-50105	**Federal FY of Grant:** 2005

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
BHA-Wide	9/30/07			9/30/09			

REPLACEMENT HOUSING FACTOR 2004

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

PHA Name: BRIDGEPORT HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: CT26-R001-50104	Federal FY of Grant: 2004

☐Original Annual Statement ☐Reserve for Disasters/ Emergencies ☒Revised Annual Statement (revision no: 2)
☒Performance and Evaluation Report for Period Ending: 3/31/05 ☐Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	5,000	5,000		
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	88,281	104,156		
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 Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	93,281	109,156		
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

REPLACEMENT HOUSING FACTOR 2004

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

PHA Name: HOUSING AUTHORITY OF THE CITY OF BRIDGEPORT		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: CT26-R001-50104				**Federal FY of Grant:** 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
BHA	Consultant Service	1430	Lump Sum	5,000				
CT26-P001-002	Property Acquisition	1460	1 Unit	104,156				

REPLACEMENT HOUSING FACTOR 2004

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: BRIDGEPORT HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: CT26-R001-50104	**Federal FY of Grant:** 2004

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
CT26-P001-002	9/30/06			9/30/07			

REPLACEMENT HOUSING FACTOR 2003

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

PHA Name: BRIDGEPORT HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: CT26-R001-50103	Federal FY of Grant: 2003

☐Original Annual Statement ☐Reserve for Disasters/ Emergencies ☐Revised Annual Statement (revision no:)
☒Performance and Evaluation Report for Period Ending: 03/31/05 ☐Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	5,000	15,000	15,000	0
8	1440 Site Acquisition				
9	1450 Site Improvement				
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 Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	88,281	78,281	0	0
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	93,281	93,281	0	0
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

REPLACEMENT HOUSING FACTOR 2003

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

PHA Name: HOUSING AUTHORITY OF THE CITY OF BRIDGEPORT		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: CT26-R001-50103				**Federal FY of Grant:** 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
BHA	Consultant Service	1430	Lump Sum	5,000	15,000	15,000	0	
CT26-P001-002	Property Acquisition	1499	1	88,281	78,281	0	0	
	TOTAL			93,281	93,281	0	0	

REPLACEMENT HOUSING FACTOR 2003

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: BRIDGEPORT HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: CT26-P001-50103	**Federal FY of Grant:** 2003

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Acquisition	9/30/05			3/31/06			

REPLACEMENT HOUSING FACTOR 2002

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

PHA Name: BRIDGEPORT HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: CT26-R001-50102	Federal FY of Grant: 2002

☐Original Annual Statement ☐Reserve for Disasters/ Emergencies ☐Revised Annual Statement (revision no:)
☒Performance and Evaluation Report for Period Ending: 03/31/05 ☐Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
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 Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	117,522		0	0
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	117,522		0	0
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

REPLACEMENT HOUSING FACTOR 2002

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

PHA Name: Bridgeport Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: CT26R001-50102				**Federal FY of Grant:** 2002		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
CT26-P001-053	Acquisition of existing property	1499	Lump Sum	117,522		0	0	
	TOTAL			117,522		0	0	

REPLACEMENT HOUSING FACTOR 2002

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: BRIDGEPORT HOUSING AUTHORITY	**Grant Type and Number** Capital Fund Program No: Replacement Housing Factor No: CT26-R001-50102	**Federal FY of Grant:** 2002

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
To be determined	9/30/04	9/30/05		3/31/05	12/31/05		Determining current inventory and available sites for sale

RESIDENT AND PUBLIC COMMENTS

The following were invited to attend the Resident Affairs Board meetings:

Harry Dyer-President	Apt C-10 655 Palisade Ave	Bridgeport, CT 06610
Mae Dickey	Apt G-7 730 Palisade Ave	Bridgeport, CT 06610
Carolyn Mobsby	Apt A-5 730 Palisade Ave	Bridgeport, CT 06610
Cora Wright	Apt C-2 655 Palisade Ave	Bridgeport, CT 06610
John Griffin	Apt A-7 730 Palisade Ave	Bridgeport, CT 06610
Alice King	Bld 1 Apt 112 508 Harral Ave	Bridgeport, CT 06604
Tanya Lopez	Bld 5 Apt 539 629 Washington Avenue	Bridgeport, CT 06604
Sylvia Hines	Bld 1 Apt 115 508 Harral Ave	Bridgeport, CT 06604
Rosa Colon	Bld 5 Apt 525 629 Washington	Bridgeport, CT 06604
Walter Diaz	Bld 4 Apt 421 48 Highland Ave	Bridgeport, CT 06604
James Brown	Apt B-13 Harborview Towers, 376 E.Washington Avenue	Bridgeport, CT 06608
Joseph Madera	Apt B-25 Harborview Towers, 376 E. Washington Avenue	Bridgeport, CT 06608
Rosemary Armstrong	Apt B-103 Harborview Towers, 376 E. Washington Avenue	Bridgeport, CT 06608
Janet Walker	Apt A1 5 Harborview Towers, 376 E. Washington Avenue	Bridgeport, CT 06608
Eddie Miles	Apt B-124 Harborview Towers, 376 E. Washington Avenue	Bridgeport, CT 06608
Denise Taylor	Bld 9 366 Iranistan Ave, Marina Village	Bridgeport, CT 06604
Kathleen Villa	Bld 10 108 Iranistan Ave, Marina Village	Bridgeport, CT 06604
Iris Gonzalez	Bld 33 508 Railroad Ave, Marina Village	Bridgeport, CT 06604
Ann Davis	Bld 5 761 South Ave, Marina Village	Bridgeport, CT 06604
Euclides Rodriguez	Bld 17 400 Columbia St, Marina Village	Bridgeport, CT 06604
Queen E. Holman	Bld 19 Apt 209, 209 Anthony Street	Bridgeport, CT 06605
Daisy Young	Bld 21 Apt 105, 201 Anthony Street	Bridgeport, CT 06605
Carla Johnson	Bld 20 Apt 108, 205 Anthony Street	Bridgeport, CT 06605
Carrie Akins	Bld 3 Apt 211, 455 Bird Street	Bridgeport, CT 06605
Mikeya Wright	Bld 20 Apt 209, 205 Anthony Street	Bridgeport, CT 06605
Karen Bracey	Bld 11 Apt 503, 555 Trumbull Avenue	Bridgeport, CT 06606
June McClendon	57 D Terrace Circle	Bridgeport, CT 06606
Tairan Davis	Bld 10 Apt 605, 455 Trumbull Avenue	Bridgeport, CT 06606
Martha Brown	335-B Trumbull Avenue	Bridgeport, CT 06606
Kurt Morris	Bld 11 Apt 804, 555 Trumbull Avenue	Bridgeport, CT 06606

Company	First Name	LastName	Address	City	State	Zip
Alpha Community Services	Ethel	Harris-Higgins	387 Clinton Avenue	Bridgeport	CT	06605
Family Services Woodfield	Brian	Langdon	475 Clinton Avenue	Bridgeport	CT	06605
DMHAS	Frances	Haynes	97 Middle Street	Bridgeport	CT	06604
Phoenix Community and Economic Services	Tonya	Lewis-Fountain	478 Anson Street	Bridgeport	CT	06606
Faith House	Phyllis	Lingard	850 Norman Street	Bridgeport	CT	06605
Office of Planning and Economic Development	Nancy	Hadley	999 Broad Street	Bridgeport	CT	06604
Mayor's Office	Deborah	Cavines	999 Broad Street	Bridgeport	CT	06604
City of Bridgeport	Para	Rosario	45 Lyon Terrace	Bridgeport	CT	06604
Career Resources	Carmen	Nieves	350 Fairfield Avenue	Bridgeport	CT	06604
Inner City Violence Prevention	Ernie	Parker	1122 Avalon Gates	Trumbull	CT	06611
Pivot Ministries	Ricky	Pierce	17 Quintard Avenue	S. Norwalk	CT	
East Main Street Revitalization Association	Angie	Staltaro	45 Lyon Terrace	Bridgeport	CT	06604
Councilman	Robert	Walsh	56 Redding Place	Bridgeport	CT	06604
Village Initiative Project	Theresa	Wilson	1000 Lafayette Blvd #408	Bridgeport	CT	06604

Peoples Bank	Ruth	Price	850 Main Street	Bridgeport	CT	06604
BRBC	Timothy	Bartlett	10 Middle Street	Bridgeport	CT	06604
Bridgeport Social Services	Dennis	Mauro	752 East Main Street	Bridgeport	CT	06608
Burroughs Community Center	Kevin	Simmons	2470 Fairfield Avenue	Bridgeport	CT	06605
BCAC	Marilyn	Ondrasik	2470 Fairfield Avenue	Bridgeport	CT	06605
Central Grants Office	Gloria	Davis	999 Broad Street	Bridgeport	CT	06604
GBAF	Cindy	Kissin	211 State Street 3rd floor	Bridgeport	CT	06604
ABCD	Executive	Director	1070 Park Avenue	Bridgeport	CT	06604
RYASAP	Bob	Francis	2470 Fairfield Avenue	Bridgeport	CT	06605
Kennedy Center	Marty	Schwartz	2440 Reservoir Avenue	Bridgeport	CT	06611
Hall Neighborhood House	Executive	Director	52 George E Pipkins Way	Bridgeport	CT	06608

Resident Affairs Board
Annual and Five Year Plan Update
Sign-in
May 12, 2005

Name	Address	Phone#
1. Janet C. Walker	326 E Wash ave A-11	367 8124
2. Kathleen Villa	B 10 A-108 M.U.	579-7801
3. Liz Morales	B20 Manna Village Apt 127	685-5091
4. Denise Taylor	B9 Apt 366	336-5367
5. James Brown	HVT	3360533
6. Donna Fewell	P.T. BID 10 #204	331-0776
7. Anita Falco	BHA.	
8. Mae Healy		3841515
9. Cora Wright		579-0355
10. John Griffin		335-0428
11. Carla Johnson	205 Anthony St.	B50/A108-336 0275
12. Carrie Akins	211 Bird St.	696-0366
13. Barbara Babi	68 Highland ave B3	338-8276/5209178
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Resident Affairs Board
Annual and Five Year Plan Update
Sign-in
May 18, 2005

Name	Address	Phone#
1. Queen Holman	209 Anthony St B-19 A-209	335-4475
2. Daisy Young	209 Anthony St B-20-A-105	
3. Walter Ulen	B. 10 A. 108 M.V.	579-7801
4. DONNA Tewell	B6 ST Stephens RD #204	331-0776
5. Geraldine D. M'Calastr	1150 Pembroke St #22	367-7881
6. Mary Johnson	Bld. 21 Apt 210-Pt.	203-3621479
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Resident Affairs Board
Annual Five Year Plan Update
Sign-in
May 25, 2005

Name	Address	Phone#
1. Mary [illegible]	201 [illegible] #21 A210	(203) 362-1429
2. HARRY DYER	655 Palisade C-10	335-0190
3. Geraldine D. McCalester		362-7881
4. Barbara Bahi	68 Highland ave B3 Apt 302	338-8276
5. Mae Wiley	730 [illegible] Ave	384 1515
6. Denise Taylor	Bld 9 #366	336-5367
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24.		

May 12, 2005 Meeting Notes:

1. What's the status report on Pequonnock Replacement?
   The City of Bridgeport is assembling the lots needed. They have not completed their obligation nor have they physically started on any construction activity. The City is exploring the leveraging of the funds to create mixed-income communities and/or housing units, but will not compromise on the number of units (100 public housing units). The BHA has no information as to the timetable of their activities.

2. What's going on at Marina Apartments? The BHA started two buildings and they are vacant. The BHA should continue to rehabilitate the old buildings.
   The BHA is rethinking the use of the entire Capital Fund Program, which has funded the Marina rehabilitation. In its current approach, the rest of the BHA's public housing inventory has suffered and must be addressed. The BHA has numerous deferred maintenance issues that Marina Village must be looked at differently in terms of the revitalization of the neighborhood utilizing mixed-finance resources. The BHA will be engaging a consulting firm to prepare a Master Plan for the site, in coordination with the City's South End Neighborhood plan. The Authority has temporarily discontinued its development activity at Marina Village. However, we intend to spend our resources towards a new playground, patching walkways, and other immediate needs at Marina Village.

3. Lease enforcement must be done by the BHA at the elderly complexes. We're worried about the disabled individuals that are creating a negative living environment.
   The BHA is active in its lease enforcement. However, it must be noted that enforcing the lease versus evicting a tenant must go through the appropriate legal channels and we must win in court. The judge must order in favor of the BHA in order for us to proceed with eviction.

4. The disabled population at Harborview Towers and Fireside is creating a lot of problems for the elderly.
   The BHA operates Harborview Towers and Fireside at elderly complexes, and must be occupied by households 62 and older as well as disabled individuals regardless of age. The BHA has made attempts to work with community organizations to assist us in dealing with the disabled population and the issues they might have. We will continue to seek partnerships.

5. Why can't the Authority designate Fireside or Harborview as elderly only?
   The Authority can submit a designation application to HUD. But we must answer a critical question; how do we house the disabled population. The BHA does not have any solutions at this point for alternative housing for the disabled population. In addition, the Authority is under negotiations with a class action party to occupy Fireside and Harborview utilizing an agreed upon ratio of elderly and disabled households.

6. The ROSS grant used to help residents through training. Any reason why this was stopped?
   The grant expired and the Authority did not resubmit a new application; thus, the activities were discontinued. However, the Authority is continuing to pay for the services of our Coordinator, who provides employment case management services. The Authority may resubmit a ROSS grant application for the upcoming fiscal year.

7. What's happening with the funds for the police unit and regular guard patrols?
   The BHA cannot continue to fund the housing police unit in its current format. However, we recognize the value and importance of police and guard presence in our family complexes. The BHA is procuring the services of a consultant who will analyze and create a Master Plan for Safety and Security. This plan hopefully will help the BHA map out its security needs and fund them accordingly. In the meantime, the BHA has been active in its discussions with the City and the Police Department in terms of PILOT and the baseline police service to be afforded in public housing complexes.

8. Can we change the meeting to 10:00 a.m. instead?
   Yes.

May 18, 2005 Meeting Notes:

1. The BHA scholarship fund through the Bridgeport Area Foundation should allow for former residents receiving benefits.
   The fund was specifically designed to target current residents of public housing. The BHA does not intend to revise the residency requirement.

2. We want more resident programs.
   The BHA has set aside Capital Fund Program monies to support resident-driven activities. Residents and local groups should submit proposals to the Authority identifying the target market, program details, goals and objectives, timelines and request for a specific amount. In the meantime, the Authority is preparing a Resident Program plan for BHA initiated activities.

3. The BHA should be careful about double charging tenants for maintenance fees and late rent fees.
   The BHA has instituted numerous checks and balances to ensure that tenants are being charged appropriately and correctly. The BHA has discovered that there is no widespread and consistent misapplication of charges due.

4. There's something wrong at PT Barnum bldgs 18, 19, 20 and 21 with the pipes.
   The BHA investigated the occurrence of stop up calls at the PT Barnum Apartments. We discovered that a number of tenants are disposing of inappropriate items in the toilets and thus creating blocked pipes for many buildings. We have taken an active approach by replacing toilet systems with heavy duty capabilities, sent out notices to residents on what cannot be disposed of in toilets, charged fees against tenants, and provided plungers in many cases. The plumbing at PT Barnum was designed and built to withstand a certain volume but not for toys, dolls, paper, sanitary products, etc.

5. When can we do site visits of completed replacement units?
   We will coordinate a site visit schedule with the Resident Affairs Board in the near future.

May 25, 2005 Meeting Notes:

1. How many scattered site units have been built?
   To date, the BHA has completed 510 units. An additional 16 units are coming online in the next three months. And another 8 was completed in 2003 but requires an internal audit to ensure that we are counting these units correctly.

2. What's happening with the public housing and Section 8 wait list?
   The public housing wait list is open. We are currently accepting new applications since the wait list is below 600. As per Father Panik Village Settlement, we are required to open the wait list when it falls below 600. As for Section 8, the wait list is closed and the BHA does not foresee opening the wait list in the next few years. The number of applicants in Section 8 is still over 5,000 households and the program is under funding cut review by HUD.

3. How can I transfer to a scattered site unit? What about people off of the wait list; they shouldn't come off the wait list.
   The transfer of current residents to scattered site units is governed by the Admissions and Continued Occupancy Policy. The household may request a transfer with their Site Manager for a variety of reasons. The Authority reviews the request according to its merit and the eligibility of the household based on the criteria. Once approved, the household is placed on a transfer wait list. Certain criteria may include over-housed, under-housed, emergency, modernization activity, administrative or incentive. On the other hand, wait list applicants may be admitted to scattered site housing as per Father Panik Village Settlement Agreement. The BHA must balance the needs of every applicant in light of their need, preference, availability of units, eligibility, and capabilities.

4. The water treatment plant at PT Barnum is a problem. What can the Authority do?
   The water treatment plant is not controlled by the BHA. Their activities are governed by City ordinance, Department of Environmental Protection and a number of other state and federal standards. However, it is within the residents' rights to file complaints against the company and request for action on their part.

5. Would the Authority consider buying those roll out ladders and fire extinguishers for PT Barnum apartments?
   The Authority will take into consideration the legal, practical and financial ramifications of providing such items to tenants. The BHA has not formulated a response at this time.

6. The elevators at Marlboro Court need work.
   The BHA has hired a consultant to conduct an analysis of all of our elevators and to prepare a scope for maintenance of the elevators. The firm shall also provide any specific information that may help us deal with each elevator from a non-maintenance point of view. What items need work? What can be fixed now? How much can we afford?

7. When do you plan on fixing the stairs at PT Barnum?
   The BHA is currently fixing broken stairs at PT, in an emergency situation. Concurrently, we have procured a General Architect to analyze and prepare specifications to repair/replace the entire system at Marina Village. At this point, the Authority is preparing the contract prior to start of their work. We expect delivery of specifications within 60 days of contract signing thus a Bid Process may begin immediately thereafter. Our timetable is to obligate the contractor by September 30, 2005.

8. Is the utility allowance going to change?
   Yes, but the Authority does not have any specific timetable to this change. The Authority is required to conduct an analysis of utility expenses annually. Once completed and approved by the Board of Commissioners, a notice will be provided to all residents of our intent to revise the allowances and we shall accept any comments during the time.

9. I think the residents should take responsibility for their own behaviors and guests. I just don't see many of our residents respecting what they have and what is offered. We all get affordable housing and we should take care of it. It's frustrating that many don't care about their homes. It doesn't matter whether there are enough janitors and maintenance mechanics. Until we respect the properties, the janitors and maintenance guys cannot keep up with the amount of garbage that's out there.

10. I thought the BHA was working on the former Marina Apartment site. Why has not anything happened there?
    The BHA has been undergoing an internal review of all of its properties that may be related to the Father Panik Village. This is important as it will allow the BHA to assemble its properties and prepare a Master Plan for the FPV replacement program. In particular, there is great interest from the City to incorporate our efforts with theirs in order to create mixed-income neighborhoods and not to have a concentration of households at "extremely low income." The Marina Apartment site will be developed but only in accordance with the "to be prepared" Master Plan.

11. Who's supposed to maintain the air conditioners at Marlboro Court?
    The Authority has a contractor on call who conducts maintenance of the central air conditioner system.

Attendance
Annual and Five Year Plan
Fireside Apartments
Wednesday, June 22, 2005

Name	Name
Mary Balsano	
Gladys Carter	
Shirley Malone	
Minnie Williams	
Pauline White	
Joan Slunga	
Isabelle Baldwin	
Eileen Gerst	
Lori Barber	
Martha Benson	
Angelina Greco	
Rita Kozinoh	
Eunice La Chioma	

Attendance
Annual and Five Year Plan
Fireside Apartments
Wednesday, June 22, 2005

Name	Name
Carmen S. Gaile	
Aleidin Delles	
Angela Boy	
Genoma Kennedy	
Helen Tayfuss	
Carmen M. Pagan	
Hermenegilda Catan	
Leonardo Ojeda	
Carmen Cruz	

June 22, 2005
Fireside Apartments
Meeting Notes:

1. Who's the new Executive Director?
   The new Executive Director is Nicholas Calace.

2. Why is the Authority troubled?
   All housing authorities are evaluated by HUD using the Public Housing Assessment System. The point system is categorized into four segments: Physical, Management, Fiscal and Resident Survey. The housing authority failed the physical component thus is considered troubled. In response to this issue, the Authority entered into a Memorandum of Agreement with HUD. The agreement calls for a number of critical items that require resolution and benchmark dates. The Authority has been working with HUD in the last six months dealing with the failed components of the Authority's operations.

3. Is rent changing?
   The Authority does not foresee any immediate changes to the rent collection policy. However, the policy is based on HUD rules and standards. If HUD and/or Congress decides to change the rent collection policy for all public housing authorities, the Authority will evaluate such guidelines/rules and respond accordingly. Regardless, the Authority will notify in writing of any possible changes to the Authority's Admissions and Continued Occupancy Policy and/or lease.

4. My door needs changing. We have doors that have windows and I want a solid door.

5. Wait, we don't want to change the doors. It lets light in.
   The Authority will conduct an inventory of all its doors and screens at Fireside. We will examine that best approach to dealing with the doors. In the meantime, any door that requires repair due to damage should be identified and will be replaced with the same door type.

6. The screen doors need replacing too.
   The Authority has set aside Capital Fund Program monies to address the screen doors, tree trimming, hot water heater and roofs. Such activities will be forthcoming in the next 3 to 6 months.

7. We want our kitchen cabinets replaced. They're too old.
   The current available Capital Fund monies have already been earmarked for other work items. We shall take into consideration your request and identify 2005 or 2006 Capital Fund Program monies to work on updating kitchen cabinets.

8. There's a center island in front of my apartment and I think it needs trees or something. It's so bare.
   The ground underneath this island covers a concrete slab and is not conducive to tree plantings.

9. We need our tubs updated.
   As stated earlier, the current available Capital Fund monies have already been earmarked for other work items. We shall take into consideration your request and identify 2005 or 2006 Capital Fund Program monies to work on updating the bathrooms.

10. So what is the classification of Fireside? Is it elderly, disabled or mixed or what?
    Fireside is an elderly complex that must house both elderly households and disabled non elderly households. Meaning an 18 year old disabled household will be admitted equally as an elderly household.

Attendance
Annual and Five Year Plan
Trumbull Gardens
Wednesday, June 22, 2005

Name	Name
Tracy Badgett	
April Worrell	
Dovella Mendoza	
June McClendon	
D. Bracey	
Kent Morris	
Ernestine Rust	
Liza Brown	
Louisette Lambert	
Minnie Bohm	
Lillie Graham	
Geraldine Brown	

June 22, 2005
Trumbull Gardens
Meeting Notes:

1. The windows to the Building 11 need cleaning. We can't get to it from the inside
   The Authority has set aside Capital Fund Program monies for other priorities such as heating upgrade, roof repairs, landscaping, painting, and heating upgrade but not for window cleaning. The Authority will consider allocating funds from 2005 or 2006 to address this issue.

2. We need the Building 11 elevator maintained and/or upgraded.
   The Authority recently engaged a consulting firm who completed his analysis of all elevators today within the Authority. He has been tasked to prepare the minimum specifications for a preventative maintenance program. Upon completion, the Authority will procure one service provider who will maintain the elevators to a certain degree. If the consultant determines that this elevator requires priority over others, the Authority will consider this request. Otherwise, we shall consider using 2006 or 2007 Capital Fund Program monies.

3. Is the multi-purpose building open for the summer?
   The Authority is intent on engaging a number of residents to work for the summer camp program. Activities will be coordinated by Bernavin Armstrong and/or Community Affairs Department. We recognize that this issue is time sensitive as parents are gearing up for summer and would like to have a plan in place soon. We hope to roll out this program in time for summer activities.

4. Some of us at Building 11 recently got a bathroom refit very recently. The materials and/or installation were not done properly as the system is failing. We need these replaced immediately.
   The Authority will review the extent of the possible damages. We shall examine the use of 2005 Capital Fund Program funds towards the bathroom upgrade.

5. I think you should allow for dogs in Buildings 10 and 11 but I think the residents should determine who should have a dog or not.
   This suggestion is counterintuitive. I don't foresee how residents would apply this rule equally and to police this issue.

6. There's so much loud music going on. Something has to be done.
   The Authority's approach will be through the Site Manager followed by legal means under "nuisance" evictions if the issue continues. But please be advised that the success rate of such efforts may not be what the residents want. The burden of proof is upon the Authority.

7. There are so many residents who don't know how to take care of their unit. The staff does their job but when the resident doesn't care about their surroundings, it frustrates us because we care.

Attendance
Annual and Five Year Plan
PT Barnum
Thursday, June 23, 2005

Name	Name
Symesha Gillis Building 6 Apt 212	
Jeanette Cruz Building 6 Apt 103	
Bessie McQueen Bldg 4	
Tanika Scott 210	
Angela King Bld-21 Apt 202	
Melissa Hickman. Apt 211	
Maria Taylor Bldg-4 Unit 104	
Carmen Colon BH 19 Apt 210	
Carrie Akins Bldg 3, Apt 211	
Natacha TORRES B-4 A-102	
Ada L Torres 14-A101	
Rafael Ruiz Bld 20 apt 207	
Isabel Roman Bld 13 210	
Lynette Whitaker Bldg 19-211	
Rosario Ruiz Bld 20 apt 202	
Marcie Wilson Building 13 108	
Felicia Stovall B-20 Apt 212	

June 22, 2005
PT Barnum
Meeting Notes:

1. I'd like to know what percentage of money the Authority gets for PT Barnum and how much of it actually goes to PT?
   The Authority previously used a majority of the COMP grant funds towards PT Barnum, which funded the major rehabilitation of all the buildings and units at PT approximately 10 years ago. More recently, the Authority spent more money to renovate the Administrative Building. However, any other funds for other capital projects in the last 3 years have not been allocated to PT Barnum. In the 2004 plan, the Authority submitted a request for Capital Funds to conduct major capital expenditures such as stair repairs, door replacements, landscaping and playground improvements. Other incidental funds going to PT is the police unit. Capital Funds have been used to pay for the police.

2. The police don't do their job. They've been harassing some of the people here.
   The housing police unit is a contracted arrangement. The Authority is reviewing the value of the housing police unit and alternative approaches to getting the best "bang for the buck." In the meantime, are the residents suggesting to discontinue the police unit?

3. No, not at all, we just want them to do their job. They just park around and never walk the beat. If they get off their cars and walk around, maybe it'll be much safer here. A lot of people doing the bad things are from the outside; they don't even live here. They just come here and create trouble.
   The Authority is reviewing the value of the contract as it expires in September 2005. The Authority has not determined the level of coverage needed based on a budget.

4. Transfers are not being applied equally.
   The Authority has a number of transfer categories. Some may be in conflict with others. For instance, we have an administrative transfer if you are over housed. We have to move you regardless of your payment history or some other requirement. On the other hand, we have an incentive transfer which requires an excellent payment history.

5. The sewers are backing up constantly. Something needs to be done.
   The Authority has set aside $75,000 for 2005 Capital Fund Program monies to address this issue. But before we spend this money, we intend to engage an Architect and/or Engineer to analyze the problem and devise a solution. In the meantime, residents must be careful about what they throw into the toilets. Many of the back up calls revolve around items being stuffed into the toilets. When large items somehow make it into the pipes, they may still clog up the system and therefore can back up.

6. Bird's are coming through my dryer vent.
   Please advise the Site Manager and/or Foreman of this issue. They should respond in a timely manner.

7. What kind of playground improvements are you talking about?
   There is a small section within PT that has existing playground materials. We want to upgrade them.

8. What about the tennis court. Nobody uses it – nobody plays tennis. We need some kind of program for kids.
   The Authority must engage an Architect to determine a new best use for the area. Once the Authority determines the best approach, we can then set aside the funds needed to accomplish this issue. I foresee use of 2005, 2006 or 2007 Capital Fund Program monies.

9. What's happening with the Pequonnock Replacement Program because I came from there?
   The City has not delivered any hard units to the Authority. We have been active in our correspondences and meetings with the City on this issue. The Authority is not aware of any new benchmark dates for any construction activities. In the meantime, former residents of Pequonnock who were entitled to benefits will still have first option to move into these new units whenever they come online.

10. Can I get a copy of the plan?
    The plan is available with the Site Manager. Please be advised that the plan is in draft format and is subject to revisions.

11. Is it true that you must be earning a certain amount to transfer to scattered sites?
    About a year ago, the Authority's policy for internal transfer to scattered sites included a minimum income requirement mainly due to the added burden of utilities and responsibility. Residents in our family complexes do not pay heat. But in a scattered site setting, residents must pay for heating; even with their utility allowance, some residents cannot afford to keep up with payments. More recently, the Authority changed its policy to remove any minimum income requirements. However, we advise our residents of their obligations and the consequences if they fail to meet them.

12. Are the utility allowances changing?
    The Authority will be using the Section 8 utility allowance study to determine the public housing utility allowances. We foresee a change in our policy in the next 3 to 6 months. Residents will be advised of the change and will be afforded an opportunity to comment.

Attendance
Annual and Five Year Plan
Harborview Towers and Section 8
Thursday, June 23, 2005

Name	Name
Janet C. Walker	Maria M Rodriguez
Maria J. Rivera	
Peter Luna	
Bonnie Wilson	
Emma L. Leach	
Candida Quintero	
Esperanza J. Morales	
Wanda Pathy	
Simon Brown	
Jose Smith	
[illegible]	
Johnnie Six	
Asher Beyer	
David Williams	
Doris Scott	
J. Stephenson	
Carmen Lopez	
[illegible]	
Antonio Rojas	
[illegible]	

June 22, 2005
Harborview Towers and Section 8
Meeting Notes:

1. Does the housing police unit cover Harborview Towers?
   No. The contract for the housing police unit covers three family sites: PT Barnum, Marina Village and Trumbull Gardens.

2. I think the housing police unit should cover Harborview Towers.
   There is an existing program within Harborview called Silver Crime Patrol. An agreement can be reached with the Police Department and the residents of Harborview Towers to patrol the complex on a regular basis.

3. Is the Silver Crime Patrol going to get stipends?
   Any stipend arrangements for this program must be coordinated with the Police Department, not with the BHA. The contact person for the Police Department is Verna Kearney.

4. How long do we have to wait for new windows?
   The windows in the lobby will be changed but not the unit windows. The turnaround time for the completion of this work is about 6 – 9 months away. 2 months to prepare the plans and specifications, 2-3 months for selection of a contractor, 2 months for installation. The windows are not the type that can be just pulled out and replaced with vinyl replacement windows.

5. What about our kitchen cabinets? It needs upgrading.
   The BHA has been steadily upgrading the kitchen cabinets as units become vacant. The BHA normally does not upgrade a kitchen while it is occupied due to the inconvenience of construction activity. However, the BHA has set aside Capital Fund monies to upgrade a number of kitchens on a yearly basis, even when occupied. The goal is to upgrade all kitchens in Harborview over a period of 3 – 4 years.

6. Are elevators going to be upgraded? If so, when.
   Yes. The BHA is setting aside enough funds to upgrade at least one elevator. The timeframe for this effort is about 7 – 10 months away from completion. We have to select a consultant first who will prepare the plans and specifications. Once that is ready, then we can proceed with bid publication and selection of a contractor.

7. Are we going to change the outside appearance of the building?
   The BHA has set aside funds in the 2004 plan for landscaping, sidewalk repair, and canopy installation. However, prior to the BHA actually completing the work items, we must engage an architect to define the plans and specifications and the sequencing of the work.

8. The reception of the master antenna is better than before.
   The BHA recently upgraded the equipment.

9. How do transfers work? Because I've been waiting for a transfer for a while.
   The BHA implemented a new transfer policy last year; wherein there are five types of transfers: emergency, administrative transfer to permit modernization, administrative transfer to correct occupancy standards, incentive transfers to scattered site housing and administrative transfers to avoid concentration of economically and disadvantaged households. Further follow up of your transfer request must be done with your Site Manager.

10. My daughter wants to return to public housing. Are there any preferences for former residents?
    No. The Authority does not operate any preferences except for City, State or Federal requests. In addition, your daughter must wait 12 months from the time she moved out prior to resubmitting a new application. The wait list is open.

11. Can we get fencing around the landscaped area?
    The BHA engaged a Landscape Architect to prepare a landscaping plan for Harborview Towers. We shall incorporate your request into the plans.

12. Is the Authority going to cut people from the Section 8 program?
    The Section 8 funding source is being reduced. The BHA has decided to reduce the payment standards to deal with the reduced funding rather than cutting people from the program. Any cuts will be through natural attrition from the program. Essentially, the Authority will not be able to pay for higher rents and will be limited to 100% of the Fair Market Rents; instead of 110%.

Attendance
Annual and Five Year Plan
Scattered Sites
Wednesday, June 29, 2005

Name	Name
Adil Haji	
Cynthia Long	

June 29, 2005
Scattered Sites
Meeting Notes:

1. What's going on with the lease-to-own program? We've been waiting for a while now.
   The BHA has undergone much administrative changes in the last year and a half. We finally hired a permanent Executive Director and he will examine all programs and its effect to the Authority, including the planned lease-to-own program. The BHA has not submitted a homeownership application to HUD. In the meantime, the Authority is considering taking a portion of the rear lots at Pembroke II for development purposes. As large as the lots are, the configuration is not conducive to sound development practice.

2. I'm having problems with my tub in the first and second floor. They're leaking and the unit is brand new. Plus my thermostat is not working properly. The contractor came out once but they never really fixed it. I have to set the thermostat to 80 just to start it.
   The Authority will contact the General Contractor to repair/replace the damaged/inoperative items. These items must be covered under warranty.

3. When will the rear yards be fixed?
   The regrading and remediation plan has been prepared and the Authority is waiting for the General Contractor to submit a quotation on the regrading and remediation plan.

Attendance
Annual and Five Year Plan
Marina Village
Wednesday, July 6, 2005

Name	Name
Madeline Rivera	
Maria C Rodriguez	
Elsie Vega	
Vera Nichols	
JEAN E Bernardel	
Tommica Leak B1PG APT 18 746	
Sonia Corania	
gloria Nieves	
Shane Brown B40 437	
John Brown	
Thelma Scott	

July 6, 2005
Marina Village
Meeting Notes:

1. The paint in my daughter's bedroom is peeling. I think the painters are not doing their jobs properly. What will the Authority do about it? What will the Authority do about the old buildings?
   The BHA will look into the matter and determine the level of damage. Regardless, the Authority follows the Cycle Painting policy; wherein units occupied will be painted every five years or when unoccupied. In addition, the BHA recognizes the fact that the older buildings have flat roofs. Flat roofs that are old will leak and regardless of how often we paint it, the paint will peel due to the water leak. There are a number of critical items that need repair/upgrade/replacement at Marina Village but the cost to do so is approximately $40M. The BHA must develop a Master Plan for Marina Village to determine the best course of action for revitalization and/or rehabilitation. Secondly, the BHA must prepare a financing plan in support of the Master Plan.

2. What are you going to do with the vacant buildings?
   The BHA is looking at all options available. There are a number of community organizations interested in partnership activities. We have no specific information at this point but will share with the residents once we get closer to a more definitive approach.

3. What about the playground area?
   The BHA is in the process of procurement. We must ensure that the items purchased falls within the terms of the State contract. Any additional items will be procured separately.

4. The sidewalks definitely need fixing. I tripped and hurt myself a few times already.
   The BHA will set aside additional funds under the 2005 Capital Fund Program in support of the funds already available from the 2004 plan. A landscape architect has been engaged to advise the Authority on how best to proceed. The two options may be to do spot repairs by sections and the second option is to replace entire sections and follow this plan over a period of a few years.

5. We need fencing too.
   The BHA may have to consider this request under the 2006 Plan. The funds available are so limited that we can only do a certain amount of work.

6. Is there a way you can upgrade our bathrooms while you figure out where you're going to get the money for the revitalization of Marina Village?
   As stated earlier, the revitalization of Marina Village must be approached through Master Planning. There are a number of items that require attention: bathrooms, roofs, windows, kitchens, heating systems, walkways, unit front canopies, landscaping, fencing, security, community facilities, new access roads, etc. At this point, the approach will be to maintain the existing bathrooms and keep it operating.

7. Some of the trees must be cut because that's where the drug dealers stash their stuff when cops come around.
   The Authority recently cut a lot of trees at Marina Village. We do not intend to cut any other trees at this point.

8. I've been waiting for a transfer for a while now; meanwhile, there's a tenant who was so terrible with their housekeeping and payment history but she got transferred to a brand new scattered site unit. What's up with that?
   The Authority investigated this issue and determined that this particular transfer should not have occurred. The transfer request was recommended by the Site Manager without an audit review by the Director of Property Management. A new procedure was instituted to deter/limit errors. In the meantime, we suggest that you follow up with the Director of Property Management, who is currently covering for Mr. Wood.

Attendance
Annual and Five Year Plan
Public Hearing
Tuesday, July 12, 2005

Name	Company and/or Residence
George Fountas 730 Palisades B6	Self Government
Lisa Mazzeo	Operation Hope
Janice G Kelly	Bethel Recovery Center
James M. Brown	H.U.T
Richard Tenenbaum	Com. Legal Services.
Mariah Nater-Collins	BHA
Jolanta Iliuk	BHA
Patty Mitchell	BHA
Andrew Martinez	BCAC
Eunice LaChioma	730 Palisade Ave. E10
HARRY DYER	655 Palisade Ave. C-10
FRANK BASLER	294 BREWSTER
BOB PERRY	65 Ellsworth St.
James [illegible]	165 HARBORVIEW
MARILYN ONDRASIK	BCAC

Public Hearing Meeting Notes
July 12, 2005:

1. Harry Dyer, President of Fireside Apartments Resident Council:
   Why can't the Authority designate Fireside Complex as an elderly only complex. It should be designated as an elderly only site. I also think you should allow the residents to participate more in the development of the Annual Plan. What is the definition of disabled; that this mean that alcoholics can be admitted into Fireside?
2. Janice Kelly, Bethel Recovery Center:
   The BHA should provide homeownership opportunities for low-income households. The Authority should make every effort to assist individuals and/or households who are disabled get housing. There's also a large hole in the first parking lot at Trumbull Gardens, I can't park there. It's been there for over a year.
3. Bob Perry, Bridgeport resident:
   I don't live in public housing but I live in Bridgeport and I just want to say that the Plan of the Authority is good and is an improvement over the last few years. I commend the BHA and the Commissioners.
4. Richard Tenenbaum, CT Legal Services:
   I commend the Housing Authority for the improvements made in the last year. He then proceeded to read a written statement, which is attached.
5. Andrew Martinez, Bridgeport Child Advocacy Coalition:
   Read a written statement and is attached below.

City officials were not in attendance at the public hearing meeting but a letter was submitted notifying the BHA of their position. Letter is attached.

Bridgeport Child Advocacy Coalition

"Mobilizing on Behalf of Children"

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Alma Maya
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Katherine Yacavone

Marilyn Ondrasik
Executive Director

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Assistant Director

TESTIMONY

of the

BRIDGEPORT CHILD ADVOCACY COALITION

before the

Bridgeport Housing Authority

on

Five-Year-Plan

July 12, 2005

2470 Fairfield Avenue, Bridgeport, CT 06605 • (203) 549-0075 • Fax (203) 549-0203

Good evening, my name is Andrew Martinez and I am a Staff Associate for Research and Public Policy for the Bridgeport Child Advocacy Coalition (BCAC). The Bridgeport Child Advocacy Coalition is an 82-member coalition committed to improving the well-being of Bridgeport's children through a combination of research, community planning, advocacy, community education and mobilization.

We appreciate the opportunity to testify before you today on your Five-year Plan. We understand that there have been some policy changes that are not detailed in your Five-Year Plan that could dramatically affect BHA operations and the constituency you serve. While we will comment on a few of these policy changes, we want you to know that we strongly support and endorse the detailed comments of Richard Tennenbaum of Legal Services.

The lack of affordable housing, particularly for low-income families, remains a serious issue for the City of Bridgeport. Between 1990 and 2000, The Bridgeport Housing Authority lost 25% of its units, due to the demolition of Father Panik Village in the late 80's/early 90's as well as the demolition of Pequonnock Apartments. The BHA has made efforts to replace these units but, nonetheless, remains significantly behind court-mandated replacements. This decrease in BHA units is reflected in the waiting lists for public housing and Section 8 certificates. Because of the crisis in affordable rental units in Bridgeport, Bridgeport shelters closed their doors on families 573 times in 2003 due to lack of space. It costs homeless shelters $108,000 a year to provide shelter and support for each homeless family.

Finding solutions to remediate the dearth of affordable housing is a difficult task in Bridgeport, which has the smallest land area of any city or town in the region yet is the most heavily and densely populated city in Connecticut. The problem of affordable housing for low-income families has become a growing crisis. BHA units are an invaluable resource in the City of Bridgeport, providing housing for our most vulnerable residents - low-income families. BCAC urges that the BHA preserve all existing units and expedite development of court-mandated replacement units to increase rather than decrease BHA units.

Five-Year-Plan Makes Significant Strides Forward

Regarding the BHA's Five-Year-Plan for fiscal years 2005-2010, I would like to take this time to commend you on some of the goals and objectives that you have incorporated in the plan. We do urge you to ensure that any changes to the Section 8 Housing Choice Voucher Program do not negatively impact on the BHA's commitment to serve its low-income and very-low income families, who make up the majority of your waiting lists. We commend you for the following objectives in your Five-Year Plan:

- Increasing the occupancy rate to 98% by October 1, 2006;
- Reducing the vacant unit turn-around time to less than 30 days by October 2006;
- Exceeding federal requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income;
- Exceeding federal requirements by targeting more than 75% of all new admissions to the Section 8 program to families at or below 30% of median income.

Issues of Concern

Although the BHA makes a strong commitment in the Five-Year-Plan to provide for low-income families, upon review of the proposal, the Bridgeport Child Advocacy Coalition and its 82 member organizations have some concerns.

Public Access to Five-Year Plan

The first of our concerns regards public access to the Five-Year-Plan. The plan on the BHA website does not show BHA's responses to the yes-no questions; leaving the public uncertain about how BHA completed these questions. The only way I was able to attain a complete version of the Plan was because Jonas DeGuzman emailed me a copy. BCAC urges you to address this public access issue.

The BHA Board's adoption of amendments to the Section 8 Administrative Plan without Resident Advisory Board and public notice and comment disturbs us greatly. We urge the Board to rescind its approval of the Section 8 Housing Voucher Program amendments and to undertake a resident/public notice and comment process.

We believe that the changes will limit utilization of Section 8 housing vouchers and landlord participation in the program. The BHA should conduct an impact study on these changes so as to satisfy itself, the Resident Advisory Board and public that they will have no negative or disparate impact on the residents and future residents of housing administered by the BHA.

Section 8 Vouchers

Recent Section 8 program changes approved by the BHA Board are of great concern to BCAC and our 82 member organizations. We have previously discussed our concerns about the lack of

public process. Here, I want to express our concern about the different extension times for elderly and disabled (60 days) and for families with children (30 days). We don't see any justification for not making them identical, the same 60 days. This difference can only serve to reduce the number of families who can effectively utilize Section 8 housing vouchers, a clear disparate impact.

Currently, there are 5,569 families on the Section 8 waiting list. Families with children make up 87% of the Section 8 waiting list. Only 13% of the waiting list are elderly or disabled families or individuals. Clearly, the hugely disproportionate number of families with children on the Section 8 waiting list reflects the difficulty among these families in finding affordable housing compared to other demographic groups the BHA serves. Therefore, BCAC urges the BHA to construct policies tailored to serve the population demographic for which its own waiting list demonstrates the most need.

Emphasis on Mixed-Income Housing

The Five-Year Plan includes the goal of increasing mixed-income housing. We understand that mixed-income public housing brings many benefits as it deconcentrates poverty and decreases crime. However, BCAC strongly urges that the mixed-income goal in the Five-Year-Plan be implemented so as not to decrease the number of units for low-income and very-low income families with children. These are the families most in need of housing as evidenced by the BHA's own waiting lists. BCAC urges you to first target those in most need – low income and very low-income families with children.

Replacement Units

We are concerned about the decrease in BHA units over the past 15 years in which over 1,750 units have been lost. Although some of the units have been replaced, BHA is far behind on replacing units. Now according to the Five-Year-Plan, BHA plans to demolish part of Marina Village, but has not specified the number of units that will be demolished, nor its commitment to a one-for-one replacement as well as its commitment for no demolition until every family has been relocated into new housing. The Marina Agreement is a model for every BHA development undergoing demolition and rehabilitation. And again, we urge expedited construction of court-mandated replacement units.

In conclusion, preserving and developing affordable housing not only provides Bridgeport's lowest-income families with housing, it promotes family stability and a more stable workforce for Bridgeport businesses. Providing stable affordable housing for low-income families will help their children do better in school, will help parents save money for other basic needs, and allow them to invest in further education and job-training for themselves and their children.

Thank you for the opportunity to comment tonight on your Five-Year-Plan.

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United Way

July 12, 2005

Nicholas Calace and Commissioners
Bridgeport Housing Authority
150 Highland Avenue
Bridgeport, CT 06604

Re: Comments of Connecticut Legal Services on Section 8 Administrative Plan Changes

Dear Mr. Calace and Commissioners:

The following are our comments regarding the Bridgeport Housing Authority's revisions to the Section 8 Administrative Plan. At the outset, it is important to say that our agency is completely aware of and sympathetic with the plight of the BHA and housing agencies throughout the nation in having to adjust to the unanticipated large budget shortfalls in the Housing Choice Voucher (HCV) budget imposed upon them by HUD and Congress. However, we do not support aggressive actions taken by any housing agency that will act to degrade a program that had previously served a community in a manner that maintained assistance for families and some degree of community confidence in the program.

We believe that any aggressive action, taken unilaterally without consulting participants, landlords and segments of the public that assist families in need of housing could have the effect of increasing, rather than stemming, the loss of resources. Connecticut Legal Services and FSW, the agency that provides mobility counseling to holders of Pequonnock replacement vouchers had been engaged in ongoing discussions with the interim director and BHA staff regarding the HCV budget and possible program adjustments. Our staff was very surprised to learn that the BHA staff had placed significant changes to their program before the Board of Commissioners at their June meeting without even advising CLS and FSW of their intent.

The board's approval last month has serious consequences for program participants and landlords. We believe that the process under which the proposed amendment was submitted to the board was flawed, and we have doubts about the legality of some of the approved changes. Because the public hearing on the Agency Plan is being conducted at this time, we will use the forum to review the process, however, because the proposed plan itself has been significantly changed from the document made available to the public and noticed for hearing forty-five days before the hearing date, there probably has not been sufficient notice and time to comment on the document being placed before the board on July 12th.

To the extent that the BHA has determined that these substantial changes to its policy or practice are required, it should consult broadly with the public, including landlords and program participants, and of course it should comply with the law. The purpose of such consultation and explanation is to make the Housing Authority accountable and to improve the understanding in the community of the funding for the voucher program and the issues facing the Housing Authority while maintaining public confidence in the voucher program.

Procedural Concerns

The Administrative Plan amendment reduces the BHA HCV payment standard , limits annual rent increases for a family renewing its lease, and changes BHA portability rules, in addition to clarifying certain policies that generally do not diverge from BHA practice. The statutes and HUD regulations require certain preconditions for making some of the changes that have already been approved. Since we have not consulted with the staff prior to commenting, our agency is not aware of whether or not each of these requirements have been met, but we do believe that we have observed a failure to comply with some requirements.

In particular, significant amendments to the Annual and Five-Year Agency Plans themselves must go through the full planning process, submitted to the Resident Advisory Board and the public for comment. See 24 C.F.R. §903.13(a)(1) and (c). We have no evidence that the RAB was consulted prior to the June 13th board meeting, and it is clear that the public has never been notified of the proposed changes. Since the existing 2004-2005 Agency Plan provides that the BHA's payment standards are at 110 % of FMR and above 110% of FMR for Pequonnock Settlement vouchers, reduction to 100% is a significant change in the Plan. Indeed, both the proposed Plan and this year's, in the Statement of Need, provide that one of the BHA's strategies will be to "Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction." It is not clear that the decision to reduce the payment standard is consistent with that provision, another reason for consulting with the RAB and the public. In addition, the Housing Authority may not reduce the payment standard if the reduction would produce a rent burden on too high a portion of the participant population. See 42 U.S.C. §1437f(o)(1); 24 C.F.R. §982.503(g)(1). If the BHA has done that evaluation and satisfied itself that this is not the case, it should be shared with the RAB and the public. Otherwise, the study needs to be completed before the payment standard is reduced.

Substantive Concerns

Compliance with Pequonnock Apartments Demolition Settlement Agreement

Our office only received the approved Administrative Plan changes last week, so we have not been able to fully analyze them, but, as counsel to the Pequonnock Resident Council, we are concerned that the changes mailed to us may not adequately retain the elements that the BHA agreed to in 2000 that avoided litigation and allowed demolition of the development to proceed.

For example, the revised Administrative Plan provides that issuance of vouchers is to be limited, due to the reduction in HUD funding. The BHA has never leased up all of the vouchers allocated to it for replacement of the demolished Pequonnock units, consistent with the Memorandum of Agreement. Our agency did agree with the Housing Authority staff on the possibility of slightly limiting full use of the vouchers to a pro rata share of the budget reduction. The Administrative Plan's does not reflect that agreement, and a freeze on leasing up Pequonnock vouchers violates the settlement..

We are uncertain about what has become the BHA's policy regarding the terms of the settlement that make the replacement vouchers exceptional. The draft 2005-2006 Agency Plan states that there is still a payment standard above 110% of Fair Market Rent for Pequonnock settlement vouchers (page 36), but the revised Administrative Plan language sent to our office includes no exception to the 100% payment standard (page 31).

Similarly, the draft Agency Plan template retains the search time for Pequonnock vouchers at 180 days, subject to extension (page 28), while the new Administrative Plan provides for expiration after 120 days (pages 31 and 32). In the case of portability, the draft template does not address this issue, but the revised Administrative Plan provides that portability will not be permitted to any jurisdiction that has a higher payment standard than the BHA's (page 31). This provision is directly in violation of the Pequonnock settlement's Memorandum of Agreement, and, in fact, flies in the face of the very essence of the settlement, that is, enabling displaced Pequonnock residents and others affected by the demolition to move to lower-poverty neighborhoods.

If the board did not intend to violate the settlement, the Administrative Plan must explicitly include all necessary provisions that retain language authorizing compliance with its terms. This demonstrates one other example of why the BHA ought to have shared its proposed changes with the community before approving them.

Reducing the Payment Standard from 110% of Fair Market Rent to 100%

The materials sent to us by the staff are silent on the issue. Therefore we presume that the BHA has not requested a waiver from HUD authorizing it to reduce its voucher payment for program participants remaining in place before the second recertification after the change was implemented. If the BHA should choose to seek such a waiver, families could be affected without having a full opportunity to adjust their plans and, perhaps, to choose to try to move from their homes or to remain and pay higher rents.

Under the U.S. Housing Act, public housing agencies are generally free to establish their HCV payment standard between 90 per cent and 110 per cent of the Fair Market Rent without HUD approval. However, the statute also provides that the PHA has to be aware of the rent burdens created by its decision as to where that standard will be. HUD must review its payment standard when a significant percentage of the families occupying units of any size are required to pay more than 30 percent of adjusted income for rent. Has the BHA done a study of the impact upon participants' rent burdens before reducing the payment standard? If it has, that is the kind of information that should be shared with the public. If it has not, the study will need to be made in the near future and could require a rollback of the reduction.

In addition, this action, and others taken by the Housing Authority's revisions, are likely to have a negative impact upon the BHA's obligations to protected classes of individuals, including people with disabilities, families with children and racial and ethnic minorities, in compliance with the Fair Housing and Civil Rights laws. These laws provide that a PHA may not adopt a policy that, although neutral on its face, has a discriminatory effect either because it perpetuates segregation or has a disparate impact upon a protected class. For example, a PHA should determine if a change to its payment standard will result in segregating voucher recipients in racially impacted areas. In addition, PHAs have a duty to affirmatively further fair housing. This obligation requires PHAs to collect and assess racial and socio-economic data and to use that data to inform their decisions. For example, a PHA should review the impact of a change in the minimum rent it charges or the occupancy standard it uses to determine the unit size a family's voucher will pay for to determine its racial and economic impact.

Has this been done? We believe that any reduction in the payment standard will reduce opportunities for protected families to live outside of areas that do not have high-poverty concentration. If this is the case, the Bridgeport Housing Authority will be in violation of the Fair Housing Act and implementing regulations. Has the Board of Commissioners assured itself that this is not happening?

Restricting Portability Moves

To the extent that HUD has suggested in Notice PIH 2005-9 (HA), that public housing agencies may limit their approval of portability moves to even or lower-level payment standard regions, HUD may be violating its affirmative obligations under the Fair Housing Act, and it is encouraging PHAs to do so. Congress defines "tenant based assistance" as rental assistance under subsection (o) that is not project-based assistance and that provides for the eligible family to select suitable housing and to move to other suitable housing. Numerous HUD rules give tenants the right to move to units inside or outside the jurisdiction of the PHA. A PHA may deny a portability move if it has insufficient funding. However, a PHA also has an obligation to manage the program in a manner that ensures that it has the financial ability to provide assistance to families that move out of the jurisdiction as well as those who remain. Moreover, a PHA must assess any proposed restrictions on mobility in light of its fair housing obligations. A PHA has a legal obligation to affirmatively further fair housing. This duty is especially implicated when moves that a PHA may deny are to integrated communities or areas and units that meet the needs of persons with disabilities.

The notice states that a PHA may deny portability and other moves within the jurisdiction if it has "insufficient funds." There is no definition of what is meant by insufficient funds. We believe that a PHA cannot legitimately claim to have insufficient funds until it has analyzed likely future costs in light of other policy changes it may have adopted and considered the availability of reserve funds, including administrative fee reserves, and the possibility of savings costs through voucher turnover. (In other words, a family cannot lawfully be denied the right to move if the PHA would have sufficient funds by not reissuing turnover vouchers.) Even if such analysis finds a likelihood that funds available may be insufficient to cover anticipated costs, a PHA should use other cost-cutting strategies that impinge less directly on statutorily protected rights before restricting families' right to move.

Many of the communities immediately surrounding and adjacent to Bridgeport and its region have higher payment standards and concentrations of poverty and minority groups. To the extent that the new policy bars members of protected classes participating in the Bridgeport HCV program or seeking housing with its vouchers, the new policy is likely to violate the Fair Housing Act and its regulations.

Issuance of Vouchers

This proposal limits the search time for families seeking to use their vouchers to 120 days with a possible 30-day extension, or a possible 60-day extension for elderly, handicapped and disabled families. Since several of the new policies will reduce the likelihood that a family searching for housing will be able to locate a new home that meets all the BHA's qualifications

within the time limit, there is a higher probability of failure and loss of the voucher by the family. The proposed language also violates the HCV regulations and the Fair Housing Act.

Under the regulations, 24 C.F.R. § 982.303, the Housing Authority has the right to set the search time at any time greater than 60 days. However, 24 C.F.R. §982.303(b)(2) provides that it may not limit the search time needed as a fair housing-related reasonable accommodation. Rather, "it must extend the voucher term up to the term reasonably required for" the reasonable accommodation.

In addition, nowhere in any regulation or statute is a public housing agency authorized to extend the term for any elderly family, to the exclusion of other classes of voucher holders. To do so, would likely have an illegal disproportionate impact upon families with children, a class protected by the Fair Housing Act. To the extent that racial and ethnic minorities have a more difficult time locating acceptable housing within the voucher term, causing a disproportionate failure rate, that would also violate the Fair Housing Act.

Rental Increases at the End of the Term

This is another change that has the potential to seriously undermine confidence in the HCV program and result in landlords withdrawing, further reducing the ability of a participant or voucher-holder to locate a safe, decent and affordable rental in a decent neighborhood. Some current leases are at rental rates below the BHA's payment standard, and some may be even below the market rate, for whatever personal or business reasons the parties to the lease may have had at the time it was negotiated. A property owner may have incurred legitimate increases in operating expenses and, at the end of a term, may wish to request a rent increase that is still within the payment standard and is reasonable, according to the BHA's rent reasonableness criteria. A blanket prohibition on such increases is unwise policy, destined to drive owners away from the program. Additionally, to the extent that this policy is used to deny an increase to a disabled family living in a suitable dwelling unit that enables the family to participate in the program, the policy may illegally discriminate against the family on the basis of handicap in violation of the Fair Housing Act. The Housing Authority is within its rights to carefully scrutinize each proposed rent increase, but imposing a no-increase rule as permanent policy is unfair and may be perceived as insulting to some owners.

Conclusions

This discussion of the consequences of imposing significant changes to the program demonstrates the reason for engaging the different components of the community interested in the success of the program. To the extent that a PHA determines that substantial changes to policy or practice are required, it should consult broadly with the public, including owners and

program participants, and of course it should comply with the law. The purpose of such consultation and explanation is to make the housing authority accountable and to improve the understanding in the community of the funding for the voucher program and the issues facing the PHA while maintaining public confidence in the voucher program. A failure to follow the requisite procedures may be subject to challenge and may result in a policy change that is unenforceable.

We have doubts about the legality of several of the recently approved changes, and, we recommend that the BHA fully comply with the agency planning regulations. We are aware that no PHA sought the changes in the program they are trying to adjust to and believe that no PHA welcomes reducing assistance to families in dire need. We are not suggesting that there is no budgetary imperative to reduce expenses, although we cannot be certain without seeing the financial reports, rather we suggest that opening up the process would likely lead to better policies and perhaps more political support for the survival of the program.

Very truly yours,

Richard L. Tenenbaum

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JOHN M. FABRIZI
Mayor

NANCY L. HADLEY
Director of
Planning and
Economic Developmen

July 14, 2005

Nicholas Calace
Executive Director
150 Highland Avenue
Bridgeport, CT 06604

Re: Comments on the Bridgeport Housing Authority (BHA): Five year Plan for FY' 2005-2010 / Annual Plan for FY 2005

Dear Mr. Calace:

On behalf of the City of Bridgeport, I would like to complement BHA on developing a very comprehensive five year and annual plan that will ultimately result in a high performing designation for the agency. The City fully supports your goals and objectives outlined in these plans and we look forward to our continued joint efforts of building a strong partnership.

We do have comments that expand and complement the goals and objectives presented that tie into the City efforts to rethink affordable housing strategies. Part of these strategies include preserving and expanding the supply of good-quality housing units, making housing more affordable and more readily available and promoting racial and economic diversity in residential neighborhoods.

In particular, we fully support your efforts to utilize Victorian Gardens as part of a neighborhood plan for a mixed income community in partnership with the City of Bridgeport and Connecticut Legal Services. The same is true for the former Pequonnock Apartment site that may contribute to the Father Panik Village replacement program. We are pleased that BHA is pledging to be part of the community revitalization effort neighborhood by neighborhood and we advocate that BHA participate in the five neighborhood revitalization zone planning and implementation committees.

We support your efforts to increase housing access for people with disabilities. The City has been active in promoting increased housing choices through the Real Choice initiative targeted at enabling people with disabilities to be more integrated members of the community. We have appreciated the participation of BHA on the Real Choice Housing Task Force. We are aware that increasingly, as other federal housing options

for people with disabilities disappear due to "elderly only" housing designation, the federal housing funds allocated to this plan as well as the consolidated plan have become the only resources available for expanding affordable housing opportunities for people with disabilities. We are also aware of the problems that arise when a mixture of elderly and disabled non-elderly residents live in the same housing complex. Therefore, the continue affirmative measures to ensure accessible housing to person with all varieties of disabilities is critical particularly in Bridgeport where over 32,000 Bridgeport residents over the age of five suffer from at least one debilitating condition.

In support of the Mayor's leadership effort to end homelessness in the Greater Bridgeport Area, we would advocate for admissions preferences for public housing and section 8 for people who are homeless. We are aware of the issues that arose from establishing this preference in the past, however the City and the Greater Bridgeport Continuum of Care could assist in establishing procedures to ensure that this preference would be targeted to those truly defined as "homeless".

Finally, we would like to continue discussions of targeting HUD's American Dream Down Payment Initiative (ADDI), to complement BHA's homeownership efforts currently approved and under development. These plans include the approved 5(h) Homeownership plan and the section 32 Home ownership plan and the Housing Choice Voucher Program. In many cases, the City could be providing the needed down-payment assistance to make the transaction feasible for the public housing resident.

Again, on behalf of the City, we extend our assistance and support in creating a more effective and efficient housing authority.

Sincerely,

Nancy L. Hadley

Nancy L. Hadley
Director of Planning and Economic Development

Cc: Mayor John M. Fabrizi

Attendance
Annual and Five Year Plan
Wednesday, August 31, 2005

Name	Company and/or Residence
James Brown	H.V. T
WALTER DIAZ	GREENHOME CELL 549-4388

Resident Affairs Board Meeting Notes:
August 31, 2005

1. Why are our (Charles Greene Homes) elevators down so much and for so long?
   The Housing Authority is aware of the on-going maintenance repairs for the elevators at Charles Greene Homes. The elevators have taken much physical abuse and any slight provocation results in an inoperative elevator. More particularly, the controllers, the computer that operates the elevators, have broken down. This part is proprietary and the BHA had to order the part from Canada. We expect delivery of the part in three days. These types of problems are very costly to the Authority and one of the main reasons for setting up the replacement reserve.

2. What is replacement reserve?
   It is an account to be set up with HUD so we can set aside enough money to fund the replacement of five elevators all at the same time. The replacement of all elevators at the same time is more efficient, not only from the planning and construction side but also from the maintenance side.

3. How long will it take for you to get this going?
   The Authority is currently preparing the Invitation for Bid with an elevator consultant. We expect mid November for completion and publication; bid review and recommendation in January 2006; board approval at best in February; contract signing and Notice to Proceed by March; followed by mobilization and fabrication in April; and construction in June/July 2006. Each elevator should take 13 weeks to complete.

4. What are you doing to deal with the urination problem in the elevators?
   The Authority views this problem in four different ways. First, from a design standpoint, the Authority intends to utilize poured liner, much like a bedliner on the back of a pick up truck. This will prevent corrosion of the cabs and will be easier to clean. In the meantime, the Authority is utilizing its manpower to clean the cabs almost daily. Second, from a security standpoint, the Authority is reviewing the security measures at this site and we must consider various approaches to security – the Authority does not have documented evidence who urinates on the elevator or who damages it. Third, from a resident education standpoint, the Authority must make a consistent and firm effort to educate the residents about the value of the elevators, the cost to maintain it, the negative impact it has on resident services, and a fine and/or eviction proceeding for those that get caught. Finally, from the residents' point of view, households must take a great deal of pride for the property. Households must educate their children and their visitors. The act of one person impacts 54 households.

5. I know who does it, it's these drug users who just come into our hallways and stairwells and elevators and have no where to relieve themselves. I see these people doing bad stuff and it disgusts me.

6. I think it's great that the Authority is doing something about the elevators even though it may take a while before it gets done. But hopefully the elevators will be very good.

Attendance
Annual and Five Year Plan Revision
Public Hearing
Wednesday, November 2, 2005

Name	Company and/or Residence
Kathleen Vila	B-10 A-105 M.V.
Denise Taylor	B-19 Apt 134
Patty Michelle	BHA
Mariah Nater Collins	BHA
Michael Skrebutenas	BHA

MINUTES CFP PUBLIC HEARING
NOVEMBER 2, 2005

The meeting was called to order by Ms. Kathleen Vila, the Resident Commissioner, at 5:40 p.m. She stated that Mr. Jonas de Guzman, Assistant Director of Planning, Modernization and Redevelopment, would be conducting the meeting.

Mr. de Guzman stated that a meeting was held approximately 60 days ago with the residents and the Residents' Affairs Board to discuss some of the revisions for the Annual Five-Year Capital Fund Plan Program. HUD advised us that it needed to be fixed; there were some technical deficiencies in it. The issue of the replacement reserve (putting monies aside for the replacement/rehabilitation of the elevators at the Charles F. Greene Homes) was also discussed at that time. It was originally set up to put $125,000.00 - $150,000.00 aside to do one elevator a year. That plan has been scrapped. All elevators will now be modernized at the same time. The most reasonable solution is to have this reserve account opened up; it has already been approved by HUD subject to the Public Hearing requirements and resident reviews of what is being done. In order for a Public Hearing to be held, it has to be a substantial deviation from what was originally submitted to the Annual Five-Year Capital Fund Plan Program.

The bid package will hopefully be published by November 11. We are looking at a turnaround time of three to four months for the Board to review it, approve it and get a notice to proceed to a contractor to begin construction. Essentially, the cab is going to be replaced; systems and computer controls that operate the elevators are going to be upgraded and up to code as well - the major revision to the Capital Fund Program.

Mr. Nicholas Calace, the Executive Director, stated that the replacement reserve is the ability of the Authority to approach HUD to repair/rehabilitate all the elevators at the same time. If we do one elevator at a time, and you have to bid them five different times, you can get five different bids, five different maintenance contractors, five different contractors. The ability for us to deal with that process would cost more money; the last building would not get done for at least five years. We went to HUD and asked if we could put the money into the reserve. The contractor would be bid and as we get the money, it would be removed from that pot of money so that they can be done all at the same time. This is the most important piece here. Doing these elevators earlier does not impact the other Capital work that was scheduled within the plan; that will proceed at the same timeline.

Mr. de Guzman stated that this is the main component of the substantial deviation, and it also assists us in obligating the 2002 – 2003 fund that was required. Mr. Calace added that this gives the public the opportunity to comment on what was actually explained to them. If the current schedule is maintained, construction should begin on all of the elevators sometime during the late summer of this year. It is a necessary upgrade that needs to be done at this location. This needs to be done; it cannot wait another five years.

June 13, 2005

The Principal Revisions are as follow:

1) Purging of the Wait List – page 15

Due to the ongoing decrease in HUD funding to the Housing Choice Voucher Program, the waiting list will be partially purged beginning with the first 100 applicants at the top of the waiting list. Update letters will be sent to the 100 applicants and a written response of continued interest is required to be returned by the deadline date. Failure to respond within the designated time frame will result in the application being withdrawn from the wait list.

2) Portability Changes – page 31

An eligible applicant or participant has the statutory right to move to any jurisdiction in the U.S. where there is a PHA administering a tenant-based program. The only exception will be that Receiving HA Payment Standard be less than or equal to the BHA Payment Standard. The Voucher will automatically expire after 120 days. All Receiving Housing Authorities must advise the BHA within ten days of the participant's interview if they will absorb or bill BHA for the portability.

3) Proposed Reduction of Payment Standard – page 31

The Bridgeport Housing Authority is proposing that the Board of Commissioners approve a Voucher Payment Standard at 100% of the new Fair Market Rents. This Payment Standard amount will be implemented upon final approval of the Board and HUD.

4) Limited Issuance of Vouchers – page 32

The issuance of Vouchers will be limited due to the reduction in the HUD funding. Currently the Section 8 Office is not issuing any new Vouchers because of the budget cuts.

5) Rent Interim Changes – page 52

All families will be required to report all income and any family composition changes immediately. Failure to report these changes will result in the termination of rental assistance. In accordance with HUD guidelines and office procedures, families have the right to request an Informal Hearing, in writing, within ten days upon receipt of a termination notice.

6) Rental Increases – page 55

Due to the reduction in HUD funding for HAP Payments, the BHA will not be approving any annual rent increases to property owners. Rent Reasonableness will be determined and the landlord and tenant will be advised if the increase request is reasonable. The tenant will be responsible for the full amount of the increase. A mutual agreement must be executed between both the landlord and the tenant and a copy submitted to the Section 8 Office to be maintained in the tenant's file. If the increase is not reasonable, both parties will be advised, if there is no resolution, the tenant will have to relocate.

SECTION 8 EXISTING HOUSING

ASSISTANCE PAYMENTS PROGRAM

ADMINISTRATIVE PLAN

Section 1 MISSION STATEMENT

The Housing Authority of the City of Bridgeport, hereinafter referred to as the BHA, will become the most profitable, fast growing**,** private and public property management business in Connecticut.

The BHA will establish strategies for housing development that:

- Address the fundamental quality-of-life needs of prospective residents
- Contribute to long-term neighborhood viability
- Provide a sense of place, security and pride of ownership
- Allow for easy and low cost maintenance
- Fulfill the economic, programmatic and philosophical goals of the project

STATEMENT OF OVERALL APPROACH AND OBJECTIVES

The BHA administers the Section 8 Existing Housing Assistance Payments Program with the primary goals of increasing the number and types of housing options available to low income families, while promoting improved housing quality standards for low income persons in the City of Bridgeport. The overall administration of the Section 8 Existing Program is carried out by the Section 8 Program Director who reports directly to the Acting Deputy Director.

Additional staffs consist of one Coordinator who assists the Director in the day-to-day operation and supervises nine Clerk Typists. An Administrative Assistant to handle all clerical functions, monitor and adheres to policies and procedures on behalf of the Director and Coordinator and relieves the BHA Receptionist as scheduled.

The Clerks also serve as the contact person for families and/or landlords who have questions concerning the Section 8 Program.

The Inspector's Unit consists of one Chief Inspector, a Housing Clerk Inspector and two regular Housing Inspectors. They are responsible for all inspections of the current and future housing stock.

Units are to be inspected at least once a year, to assure that failed units are corrected in a timely manner, determine rent reasonableness as well as conduct inspections for Complaints, Transfers, Initials and Move Outs to insure that Housing Quality Standard (HQS) requirements are being enforced.

In establishing and operating a Section 8 Existing Housing Program, the Bridgeport Housing Authority adopts the following objectives.

1. To utilize methods and criteria that assure to all applicants equal opportunity in taking applications and selecting Housing Choice Voucher Holders.

   The BHA will comply with Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 as amended, Executive Order 11063 as amended and all related rules, regulations and requirements.

2. To enforce the housing quality requirements of the Section 8 Housing Assistance Payments Program, which require that all units leased by program participants, are in decent, safe and sanitary condition.

3. To maintain well-organized and complete records, facilitating HUD's monitoring and review of the BHA's operation.

4. To develop and maintain a Family Self-Sufficiency Program. The FSS Program is designed to provide Section 8 Housing Choice Voucher holders an opportunity to become economically independent through education, training, employment opportunities and targeted social services.

The BHA has the following goals for the program:

- To assist the local economy by increasing the occupancy rate and the amount of money flowing into the community.

- To encourage self-sufficiency of participant families and assist in the expansion of family opportunities that address educational, socio-economic, recreational and other human services needs.

- To create positive public awareness and expand the level of family, owner and community support in accomplishing the BHA mission.

- To attain and maintain a high level of standards and professionalism in our day-to-day management of all program components.

- To administer an efficient, high-performing agency through continuous improvement of the BHA's support systems and commitment to our employees and their development.

- To provide decent, safe and sanitary housing for low income families while maintaining their rent payments at an affordable level.

- To ensure that all units meet Housing Quality Standards and families pay fair and reasonable rents.

- To promote fair housing and the opportunity for low income families of all ethnic backgrounds to experience freedom of housing choice.

- To promote a market-driven housing program that will help qualified low income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.

Section 2 OPERATING RESERVE

The Section 8 Operating Reserve may be expended for other housing purposes consistent with State and Local Law. The provisions of the Procurement Policy as adopted by Resolution on September 10, 1990, will govern procedures for expenditures from the Section 8 Operating Reserve. The Authority will retain adequate funds in the Section 8 Operating Reserve to assure efficient and effective program administration through the remaining Annual Contribution terms.

The BHA operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the BHA is using its resources in a manner that reflects its commitment to quality and service.

The BHA policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators:

- Selection from the waiting list
- Reasonable rent
- Determination of adjusted income
- Utility allowance schedule
- HQS Quality Control Inspections
- HQS enforcement
- Expanding housing opportunities
- FMR/exception rent and payment standards
- Annual re-examinations
- Correct tenant rent calculations

- Pre-contract HQS inspections
- Annual HQS inspections
- Lease-up
- Family self-sufficiency enrollment and escrow account balances.

Supervisory quality control review will be performed by a BHA supervisor or other qualified person other than the person who performed the work, as required by HUD, on the following SEMAP factors:

- Selection from the waiting list
- Rent reasonableness
- Determination of adjusted income
- HQS enforcement
- HQS quality control

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail. The minimum sample size to be reviewed will relate directly to each factor.

Section 3 EQUAL OPPORTUNITY HOUSING PLAN

Objective 1 - Outreach to Lower-Income Families

Actions to be taken:

In order to reach as many very low income families as possible, the Bridgeport Housing Authority will convene and attend meetings with community groups and organizations throughout the City of Bridgeport. Our interest will be to educate the public on the policies and procedures of the Section 8 Program.

A family holding a Housing Choice Voucher may choose to spend more than 30% of the family's gross adjusted income. These families will pay 30% of the payment standard and any amount above the 30% as long as the amount does not exceed 40% of the adjusted monthly income. We will also explain the finder’s keeper’s procedure and the portability features of the Housing Choice Voucher.

The Bridgeport Housing Authority will provide brochures to interested groups seeking information about the Section 8 Program, such groups will be informed on procedures of the program and the fact that the Housing Choice Voucher holder can remain in their present unit and receive assistance or relocate to new units anywhere in the State of Connecticut and any jurisdiction throughout the United States.

Occupants or applicants of public housing and other assisted housing will be made aware they must specifically apply for the Section 8 Existing Housing payment program if they wish to participate.

The media to be used in order to inform the general public regarding current events about the Section 8 Program will be the Daily Newspaper - Connecticut Post, Bridgeport News, Local Radio Stations - WICC, WCUM, WLIF and the New Haven Register.

SPECIAL OUTREACH FOR GROUPS LESS LIKELY TO APPLY

This office will give special outreach to the very poor working families, the elderly and the disabled which have been identified as those who are most likely not to apply. We will arrange for applications to be sent through the mail for these families and develop procedures to visit them at home if necessary.

OUTREACH TO PROPERTY OWNERS

Objective 2 - Promoting Greater Housing Opportunities for Families Outside areas of Low-Income and Minority Concentration.

An effort to develop the interest and participation of property owners is an ongoing function of the Bridgeport Housing Authority's Section 8 Office. The Media to be used to notify owners about the program(s) are: Daily Newspapers - Connecticut Post, Bridgeport News, Local Radio Stations - WICC, WCUM, and WLIF. Owners who seek information about the Section 8 Program will be provided with written information pertaining to the Housing Choice Voucher. We will also provide information describing Housing Quality Standards, Contract/Lease termination requirements, Annual Rent Adjustments, Fair Market Rents, Payment Standards and emphasize to the owners the importance of screening potential tenants is their responsibility.

The BHA has been given authorization by HUD to furnish information of previous landlords and previous addresses regarding a potential tenant to an owner that is contemplating participating in the Section 8 Program. In addition, owners will also be advised if the tenant can afford the rent amount being charged for a particular unit based on the participant’s income and current expenses.

Actions to encourage participation by owners of units outside areas of poverty and minority concentration. The Section 8 Director, on a continuing basis, has extensive personal contact with owners and managers of rental housing in the Bridgeport community. Through these personal contacts, owners are encouraged to participate in the Section 8 Program. They are given information about the benefits of participating in the program and program requirements are explained.

Actions to explain program requirements including equal opportunity to owners consist of explanations either in person or over the telephone, a detailed Owner's Hand Book and Brochure.

It is important to note that families and individuals who are handicapped and have familiar statuses are protected classes in compliance with the Fair Housing Amendments Act of 1988.

Information on local, State and Federal Housing laws and use of HUD Form-903 is provided to all families selected for participation in the Housing Choice Voucher program during the briefing session.

Included in each Housing Choice Voucher holder family briefing packet is the Equal Opportunity Complaint Form (HUD Form 903) and Fair Housing U.S.A.

Procedures for filing discrimination complaints with the State Human Rights are also explained.

The following items are applicable only to the Existing Housing Program:

Information on general locations and characteristics of neighborhoods and on listings, to be provided to Housing Choice Voucher Holder as follows:

Applicants/Participants will be briefed on the general areas available to them in regards to landlords who are willing to participate. Housing Choice Voucher holders will be informed on how to avoid deteriorating neighborhoods and encouraged to seek suitable housing in areas they would not normally consider residing in.

Actions to be taken to assist Housing Choice Voucher Holders during housing search, when requested:

Property owners will be asked to list available units with the PHA. This list will be provided to any applicant who seeks PHA assistance in searching for housing. PHA will make available an outreach staff member to meet any property owner who requests clarification in program procedures.

Actions taken to promote broadest geographical choice in the selection of units by Housing Choice Voucher Holders, if any:

To promote the broadest geographical choice in the selection of units by Housing Choice Voucher holders, the BHA will determine higher rents if they prove to be reasonable for the area, condition of the unit, square footage, age, amenities and the current rents for unassisted units that are comparable. Geographical areas in which PHA'S Housing Choice Voucher may be used are anywhere in the United States.

Objective 3- Ensuring Equal Opportunity to Applicants for Participation in the PHA'S Housing Choice Voucher or Moderate Rehabilitation Program and in the Selection of Voucher Holders or Applicants to be referred to owners of Vacant Moderate Rehabilitated Units.

Action to be taken:

System for taking, processing and filing applications; establishing a waiting list:

Currently, BHA'S Section 8 waiting list is closed.

However, when the waiting list is reopened, BHA will publicly advertise the acceptance of pre-applications and invite interested persons to apply either by mail or in person during a specific application period.

BHA will announce the closing date of the application intake. Applications will be carefully examined for eligibility to participate and placed on the waiting list according to date and time.

Pre-applications received from families who are obviously ineligible will be eliminated and the applicant will be notified in writing of this determination. All applicants who have been notified of their ineligibility will be entitled to an Informal Review should they disagree or dispute the decision. BHA will notify applicants who appear to be eligible and the estimated waiting period in the form of a Receipt Letter.

1) Applicants will be offered a MOD Rehab unit first based on the date and time of application. In accordance with the new rule for Income targeting, three out of four applicants at or below the 30% median income range will be selected first and the fourth applicant will be selected from the very low income range according to date and time. This method will satisfy HUD's requirement that 75% of all new admissions meet the targeted income level at or below the 30% median.

2) Families residing in MOD Rehab units who are required to move because of overcrowding or under-occupancy, forced to move through no fault of their own and extenuating circumstances which place the family in a life threatening situation.

3) Families who live and work in the City of Bridgeport.

Objective 4 - Provision of Services and Assistance to Families That Allege They Have Encountered Discrimination during their Housing Search

Actions to be taken: Services to be provided in finding a unit under the Existing Housing Program:

Applicants receiving Housing Choice Vouchers will be advised of their housing rights during briefing. Written materials, under the Civil Rights Act of 1968, will be a part of the applicant's packet. Applicants will also be advised what to do when they feel they have been discriminated against because of race, creed, color or national or ethnic origin, age, marital status, familial status, income source, sexual orientation.

Assistance to be given to Voucher Holders or applicants referred to owners of vacant Moderately Rehabilitated units in the exercise of their rights under Federal, State, and/or local law and names of persons responsible for giving assistance; training of these persons:

When vacant units become available in a Moderate Rehabilitated project, families will be selected from the waiting list. Should the unit remain vacant for more than 60 days and no applicants from the waiting list has accepted the unit, the owner shall be able to solicit eligible applicants and refer them to the PHA.

The PHA will screen the family to determine eligibility and process according to regulations for the housing assistance. If discrimination is encountered, the family will be instructed on how to file complaint forms 903 and 903A by the Section 8 Staff.

The office of Fair Housing will assist in the briefing of Voucher holders of their rights under Federal, State and/or Local law and will assist in follow-up if a family encounters discrimination.

Objective 5 - Promoting Employment Opportunity in the PHA'S Employment Practices - Existing Housing or Moderate Rehabilitation Programs

Existing or proposed staffing pattern of name, position, sex, and race/ethnicity.

(Asterisk staff members employed by PHA in other programs prior to making application for the Section 8 Existing Housing and/or Moderate Rehabilitation Program.)

NAME	TITLE	SEX	RACE
1. Michelle, Patsy	Dir. of Sec 8	F	Black
2. Berry, Elizabeth	Clerk Typist	F	White
3. Bivens, Cassandra	Clerk/Typist	F	Black
4. Copeland, Norman	Chief Inspector	M	White
5. Dawson, Shevonne	Clerk Typist	F	Black
6. Joseph, Elane	Clerk/Typist	F	Black
7. Kearns, Teresa	Clerk Typist	F	Hisp
8. Largo, Maria	Inspector	F	Hisp
9. Lorde, Formata	Clerk/Typist	F	Black
10. Mack, April	Clerk Typist	F	Black
11. Mazza, Christian	Inspector	M	Hisp
12. Merritt, Patricia	Clerk Typist	F	Black
13. Mitchell, Myra	Clerk/Typist	F	Black
14. Perez, Olga	Coordinator	F	Hisp
15. Repollet, Lucy	Clerk Typist	F	Hisp

16. Smith, Marilyn	Admin. Assistant	F	Black
17. Thergood, Melody	FSS Coordinator	F	Black
18. Torres, Elizabeth	Receptionist	F	Hisp
19. Wright, Pamela	Clerk/Typist	F	Black

Actions to be taken to promote Equal Opportunity in employment practices.

The Bridgeport Housing will promote Equal Opportunity in employment by not discriminating against any employee or potential employee in the following categories:

Age, ancestry, color, learning disability, marital status, mental disorder, mental retardation, national origin, physical disability, race, religion, sex, sexual orientation, criminal records.

Section 4 RESPONSIBILITIES OF THE BHA

The BHA as the administrating body for the Housing Assistance Payments Program must comply with the consolidated ACC, the application, HUD regulations and other requirements, and The BHA Administrative Plan. They are as follows:

- Brief all participating families and owners on the specifics of the Section 8 Housing Program;
- Publish and disseminate information about the availability and nature of housing assistance under the program;
- Seek expanded opportunities for assisted families to locate housing outside areas of poverty and racial concentration; Seek out owners to make units available for leasing in the program that are located in the above-mentioned type housing;
- Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a Choice Voucher to each selected family, provide housing information to selected families;
- Supply information regarding prohibited and allowable lease provisions;
- Determine who can live in the assisted unit, at admission and during the family's participation in the program;
- Assist both owner and participant in the preparation of all necessary forms and agreements;

- Prepare and execute the HAP Contract with the owner after the unit has been approved and rent is reasonable;
- Determine amount of housing assistance payment for the family;
- Make timely HAP payments to the owner in accordance with the HAP contract;
- Determine the maximum rent to an owner and whether the rent is reasonable;
- 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;
- Establish and adjust BHA utility allowance;
- Administer and enforce the housing assistance payments' contract with an owner, including taking appropriate action, as determined by the BHA, if the owner defaults (e.g., HQS violation);
- Determine whether to terminate assistance to a participant family for violation of family obligations;
- Conduct informal hearings and reviews on certain BHA decisions concerning participant families;
- Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
- Administer a FSS program.
- Administer the Housing Assistance Payments Program in a way which is fair and equitable to both the tenant and the owner.
- Affirmatively further fair housing goals and comply with equal opportunity requirements;
- Make efforts to help disabled persons find satisfactory housing.
- Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 982;
- Review the family's request for approval of the unit and lease;

- Inspect the unit before assisted occupancy and at least annually during the assisted tenancy;

Section 5 FAIR HOUSING POLICY [24 CFR 982.54 (d) (6)]

It is the policy of the BHA to comply fully with all Federal, State and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The BHA shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap, disability or sexual orientation.

To further its commitment to full compliance with Civil Rights laws, the BHA will provide Federal, State and local information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act.

Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and is available upon request.

Certain Housing Authority staff will be required to attend fair housing training and informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout the Housing Authority's offices. Staff will attend local fair housing update training sponsored by HUD and other local organizations to keep current with new developments. A Fair Housing Representative will be invited to participate in the Section 8 Briefing sessions as they occur.

Except as otherwise provided in 24 CFR, no individual with disabilities shall be denied the benefits of, be excluded from participation in, nor otherwise be subjected to discrimination because the BHA'S facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout BHA'S office in such a manner as to be easily readable from a wheelchair. The BHA offices are accessible to persons with disabilities.

Section 6 SECTION 8 REGIONAL MOBILITY PLAN

I. Housing Mobility Policy

The Bridgeport Housing Authority recognizes its obligations to affirmatively further fair housing, pursuant to 42 U.S.C. S3608 and Connecticut Public Act 91-362.

In accordance with this goal, an important objective of the Bridgeport Section 8 Program will be to expand the housing opportunities for its Voucher holders throughout the Greater Bridgeport area.

The Bridgeport Housing Authority recognizes the right of all Housing Choice Voucher holders to move to any town or City in Connecticut and to move to any jurisdiction in the United States. The Bridgeport Housing Authority will permit and affirmatively assist Section 8 Housing Choice Vouchers holders who seek housing opportunities outside the geographic boundaries of the City.

II. Notification to Clients

Oral and Written notification of this mobility policy will be given during all Certification and Recertification interviews, as well as in response to telephone inquiries. Written notification will be made as follows:

A. **Enrolled Clients** - Clients who are enrolled will be notified at least four months in advance as part of the recertification process. The recertification letter is mailed four months in advance of the anniversary of the lease.

At the interview, the portability procedures, will be explained to the client.

1. The Bridgeport area includes, Bridgeport, Fairfield, Stratford, Milford, Easton, Trumbull, Shelton, Westport, Ansonia and Monroe. The Bridgeport Housing Authority will notify all tenants that Housing Choice Vouchers can be used both statewide and throughout the United States. However, the other affirmative provisions of this policy will apply only to the Bridgeport area.

2. The new Housing Choice Voucher holder can reside in Bridgeport or may move anywhere throughout the United States.

B. **New Housing Choice Voucher Holders** – Information pertaining to Portability will be included in the Section 8 Briefing Packet. It will be discussed as part of the eligibility interview and briefing sessions.

C. **General Notice** - A Portability notice will be displayed with the apartment listings made available to Voucher holders.

D. **Portability Notification Form** - All Clients at Certification and Re-certification interviews will sign a form indicating they are aware of their portability rights and indication of what communities (if any) they are interested in moving to.

III. Notification to Participating Landlords

All current participating Section 8 Landlords shall be notified via a mailing of the portability of Section 8 Housing Choice Vouchers and encourage them to list any properties they may have in neighboring communities in order to develop a larger resource of available apartments.

IV. Assisting Tenants to Find Apartments

A. We will maintain a list from newspapers of all areas for use by tenants in order to provide access to rental advertisements for surrounding communities.

B. We will develop and maintain a directory or listing of suburban landlords and housing opportunities for use by Vouchers holders.

C. We will furnish transportation information regarding each of the towns in the Bridgeport region to distribute to tenants who express interest in particular towns.

V. Training and Designation of Staff

A. We will designate two of our Section 8 Staff to be resource people to work directly with tenants who express an interest in moving to a suburban community.

These staff people will be responsible for developing information on suburban apartments, transportation, social services, etc., and follow up with individual tenants to monitor and assist in their housing search.

B. We will offer regular training sessions for all Section 8 Staff on Section 8 Mobility/Portability.

VI. Outreach to Non-Participating Property Owners

A. We will contact targeted Realtors and landlords in the Bridgeport region and explain the program procedures in order to encourage a wider range of participation.

B. We will contact social service agencies in Bridgeport and in surrounding communities to explain the program and ask for any assistance they may provide.

C. We will encourage any local agency engaged in housing counseling, especially those with regional offices, to assist in developing the market.

In addition, we will ask these agencies to accept referrals for ongoing support for the client within the new community.

VII. Continued Development of Resource

A. We will encourage agencies in other towns to accept referrals for tenant support services.

B. We will endeavor to seek mobility agreements with other PHA'S in the area to permit the Bridgeport Housing Authority to administer the Vouchers directly in those towns, without turning over administration to the suburban PHA.

C. We will seek authorization from HUD for rents that are 110% of the FMR, for all tenants moving to suburban towns which do not already have 120% exception rents.

D. We will review rents within the City of Bridgeport to determine if any neighborhoods qualify for exception rents.

E. All clients who report discrimination based on the source of income or race, color, sex, national origin, religion, age, family status and a handicap shall be referred to the Connecticut Commission on Human Rights and Opportunities, 90 Washington Street, Hartford, CT 06106 and Connecticut Legal Services, 211 State Street, Bridgeport, CT 06604 (336-3851). Referrals may also be made to the Bridgeport Fair Housing Office, 45 Lyon Terrace, (City Hall), 576-8323. The Section 8 Staff will document such reports on the attached form.

F. We will continue to administer Section 8 Housing Choice Vouchers directly in towns where we are legally able to do so.

G. We will cooperate in seeking funding for regional housing counseling if such funds are available.

VIII. Housing Choice Vouchers – Project Based Units- Mod Rehab Units

This policy will apply to Section 8 Housing Choice Vouchers, Project Based and Mod erate Rehab Units.

Section 7 WAITING LIST

The BHA will maintain a single waiting list for all apparently eligible applicants for the Section 8 Housing Choice Vouchers, Moderate Rehab and the Project-Based programs.

Due to the ongoing decrease in HUD funding to the Housing Choice Voucher Program, the waiting list will be partially purged beginning with the first 100 applicants at the top of the list. Update letters will be sent to the 100 applicants and a written response of continued interest will be required to be returned by the deadline date. Failure to respond within the designated time frame will result in the applicant being withdrawn from the waiting list.

Currently, since the Section 8 Waiting list is closed, we are not offering the applicants for Low-Income Public Housing (LIPH) to submit a pre-application for the Section 8, Moderate Rehab or the Project-based Programs. In the event the Section 8 Program does decide to open the waiting list and accept new applications, the invitation will be extended to the applicants for LIPH.
In addition, if Section 8 applicants desire to be placed on the Low-Income Public Housing waiting list, they may do so. However, both waiting lists will remain separate lists presently.

The Waiting List must include the following information, but not limited to:

Applicant's Name;
Social Security Number;
Mailing Address;
Family unit size;
Date and Time of application receipt;
Racial or ethnic designation of head of household.

Opening the Waiting List

The BHA will monitor its waiting list to ensure that the applicant pool is adequate to cover unused Housing Choice Vouchers as well as monthly turnovers. The Section 8 Program will continue to process new applicants based on the date and time the application is received.

The BHA will also publicly announce the opening and closing of the Waiting List by advertising in the general circulation of the local and minority media. The Wait List will only be open for three working days after sufficient notice has been given to city agencies, social service agencies, housing authorities and various local churches. The list will close at the end of the third day.

<u>The notice will provide the following information:</u>

Date, time and location where families may apply for the program, a brief description of the program and specify any limitations on who may apply. All applicants must be Income Eligible to apply.

Closing the Waiting List

The BHA will close the waiting list and stop accepting applications at the end of the third day of the initial notice. The BHA will determine if there is an adequate pool of applicants waiting before closing the list completely.

A public notice will be published announcing the closing of the Waiting List, in the same notice of the opening in the general circulation of the local and minority media.

Removing Applicants from the Waiting List and Non-Admission to the Section 8 Program

Applicants will be removed from the waiting list if they fail to:

Respond to all letters and requests, submit current information to establish eligibility (e.g., current utilities in the applicant's name and address) within ten days (10 days). Under no circumstances will applicants be allowed to transfer applications to any family member. All exceptions will be addressed by the Director. (Note: Reasonable accommodations will be made for applicants with disabilities unable to respond by the update cutoff date due to a disability).

If they cannot properly document they are a citizen or a legal non-citizen.
If the family's income exceeds HUD's Income Limits.

If a family moves and does not send in a **"Change of Address" in writing,** the pre-application will be held for thirty days after any notices mailed out and is returned to the BHA indicating the applicant has moved. After thirty days, the pre-application will be withdrawn.

If a family does not have current utility service in their name, they will be given thirty days to establish active service. Failure to submit documentation verifying activation of utility service within thirty days, will result in the pre-application being withdrawn from the waiting list.

If a family refuses the offer of a New Housing Choice Voucher.

Persons convicted of manufacturing or producing methamphetamine on the premises of assisted housing.

If it is determined that the family or any of its members have a pattern of criminal activity, illegal use of a controlled substance and if the BHA has a reasonable cause to believe that the person(s) has a pattern of abusing alcohol in a way that may interfere with the health, safety, or the right to peaceful enjoyment of the premises by other residents, the applicant(s) will be withdrawn.

Also, if the BHA has reason to believe or has received a "preponderance of information and evidence" that a family may be involved in criminal activity, the applicant will be withdrawn.

The BHA will conduct a criminal check with the Local and State Police Departments on each applicant and participant member who is 18 years or older to verify if there is any criminal activity in the family and determine continued eligibility to participate in the Section 8 Program before admission.

If a family is determined to be ineligible for any reason, they will be notified in writing of the reason and the right to request an Informal Review or Hearing , in writing, within ten days upon receipt of the notice.

The BHA may waive the policies prohibiting admission in the above circumstances if the person(s) demonstrates to the BHA'S satisfaction that the person(s) has successfully satisfied the justice system, is no longer engaging in illegal use of a controlled substance or abuse of alcohol and has successfully completed a supervised drug or alcohol rehabilitation program with appropriate documentation; has otherwise been rehabilitated successfully with appropriate documentation; The applicant may be required to submit a current verification/certification of being drug free.

Section 8 SPECIAL ADMISSIONS

The BHA will admit some households without ever being on the waiting list or without considering a household's place on the waiting list when **HUD** has awarded funding for a targeted group of households living in specified units or having a specified subsidy.

This funding may be used only for these specified households. The BHA will maintain records documenting that the household was admitted with HUD-targeted assistance.

Examples of what HUD-targeted funding may include:

Families displaced because of demolition or disposition of a public or Indian housing complex; families in programs whose funds have been depleted and not replaced,

Families residing in a multifamily rental housing complex when HUD sells, forecloses or demolishes the complex;

Housing covered by the Low Income Housing Preservation and Resident Home ownership Act of 1990;

Non-purchasing families residing in a complex subject to a home ownership program;

Families displaced because of a mortgage prepayment or voluntary termination of a mortgage insurance contract;

Families residing in a project covered by a Project-Based Section 8 HAP Contract at or near the end of the HAP Contract Term; and families being displaced due to demolition or acquisition of residential property for rehabilitation purposes.

Non-purchasing families residing in a HOPE 1 or HOPE 2 project.

Section 9 FUNDING FOR SPECIFIC CATEGORIES

When HUD awards funding for a specific group of people, only applicants who are on the waiting list and meet this category may be admitted using this funding. Some examples are:

Family Unification or Homeless Veterans Needing Supportive Services.

Section 10 PRE-APPLICATION PROCESS

A pre-application will be utilized and stamped with a receipt date when it is received. Individuals and families may apply by mail or in person at the Section 8 Office or some other designated site to be advertised on the day applications are being accepted. Applications shall be accepted until the discontinuation date, which will be published in the media that was used to announce the acceptance of applications.

If and when it is determined that additional applicants are needed, the Bridgeport Housing Authority, in accordance with its Equal Opportunity Housing Plan (EOHP), will advertise the availability of Section 8 Housing Choice Vouchers and the time and place where pre-applications will be accepted.

The applicant must be a citizen or have eligible immigration status in one of the following categories:

1) Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000, imprisoned for not more than five years, or both.

2) The following footnotes pertain to non-citizen who declares eligible immigration status in one of the following categories:

3) Eligible immigration status and 62 years of age or older.

For non-citizen who is 62 years of age or older or who will be 62 years of age or older **and** receiving assistance under a Section 214 covered program on June 19, 1995.

If you are eligible and elect to select this category, you must include a document providing evidence of proof of age. No further documentation of eligible immigration status is required.

3) Immigrant status under Sections 101(a)(15) or 101(a)(20) OF INS. A non-citizen lawfully admitted for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INS), as an immigrant, as defined by Section 101(a)(15) of the INS (8 U.S.C. 1101 (a) (20) and 1101(a)(15), respectively **[immigrant status]**.

This Category includes a non-citizen admitted under Sections 210 or 210A of the INS (8 U.S.C. 1160 or 1161), **[special agricultural worker status]**, who has been granted lawful temporary resident status.

4) Permanent residence under Section 249 of INS. A non-citizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INS (8 U.S.C. 1259)**[amnesty granted under INS 249]**

5) Refugee, asylum, or conditional entry status under Sections 207, 208 or 203 of INS. A non-citizen who is lawfully present in the U.S. pursuant to an admission under Section 207 of the INS (8 U.S.C. 1157) **[refugee status]**; pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INS (8 U.S.C. 1158) **[asylum status]**; or as a result of being granted conditional entry under Section 203(a)(7) of the INS (U.S.C. 1153 (a) (7) before April 1, 1980, because of persecution or fear of catastrophic national calamity **[conditional entry status]**.

6) Parole status under Section 212(d)(5) of INS. A non-citizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under Section 212(d)(5) of the INS (8 U.S.C. 1182(d)(5)) **[parole status]**.

7) Threat to life or freedom under Section 243(h) of INS. A non-citizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under Section 243 (h) of the INS (8 U.S.C. 1253 (h) **[threat to life freedom]**.

8) Amnesty under Section 245A of INS. A non-citizen lawfully admitted for temporary or permanent residence under Section 245A of the INS (8 U.S.C. 1255a) **[amnesty granted under INS 245A]**.

Section 11 NOTIFICATION OF INELIGIBILITY & ELIGIBILITY

Pre-applications received from families who are obviously ineligible (such as families with incomes above the applicable income limits and/or have a history of criminal activity which threatens the health, safety or peaceful enjoyment of the premises by other residents) will be withdrawn and notified in writing. All withdrawn applicants will be notified in writing of the reason for this action and given an opportunity for an Informal Review.

The remaining pre-applications will be placed on the Section 8 Waiting List in accordance with the procedure described below.

All eligible applicants will be placed on the Waiting List based on the date and time the application is received in the office.

The waiting list will designate any Preferences for which the family qualifies. The applicant will be mailed a receipt letter stating the apparent eligibility status and approximate waiting period for assistance.

Section 12 SELECTION PROCEDURES

All selections from the waiting list are made according to **the date and time of application.** Before applicants are selected from the Waiting List, Bridgeport Housing Authority will issue a Housing Choice Voucher to eligible families living in units assisted under the Section 8 Moderate Rehabilitation Program and the Rental Rehabilitation Program as this assistance expires.

Families living in Moderate Rehabilitation or Project-Based units will be issued a Housing Choice Voucher when they are required to move due to severe over crowdedness, substandard conditions due to gross neglect or other exceptional conditions considered to be urgent or life threatening.

Families living in Rental Rehabilitated units will be issued a Housing Choice Voucher to remain in place or relocate, providing the family was a resident of the unit prior to the unit being assisted.

Eligible Applicants referred by Moderate Rehabilitation owners to occupy vacancies that have been vacant for thirty (30) days or more, shall be given rental assistance. The Section 8 Office will document the number of waiting list people that were referred, accepted and/or refused within the 30 to 60 day period.

When Housing Choice Vouchers are available, the BHA will select families for rental assistance based on the date and time stamped on the pre-application.

Section 13 DETERMINATION OF ELIGIBILITY

Applicants on the Waiting List will be invited (**in date and time sequence**) to complete an application to determine eligibility for assistance for the Section 8 Program.

INCOME LIMITS AT ADMISSIONS

Effective July 1, 2002, the BHA established the admissions income limit to be set at 80% of median income for all families.

INCOME TARGETING FOR NEW ADMISSIONS ONLY

The BHA will admit 75% of new applicants on an annual basis whose annual income is at or below 30% of the median income. Three out of four applicants will be processed with incomes of 30% median or below. The fourth applicant will be processed based on up to 50% of median income.

The family will be asked to provide the office with the following documents in order to further establish eligibility:

1. Copies of Marriage Certificate/Divorce or Separation papers, Affidavit of common law relationships, if applicable.
2. Copies of Birth Certificates for all members in the family composition.
3. Copies of Social Security cards for all members in the family composition.
4. Proof of all sources of income the family receives, assets, expenses and the utilities the family is responsible for.
5. To sign a Release form to verify if any of the family members have a criminal record locally, state or out of state.
6. Documentation of school and higher learning institution thatchildren attend.
7. Current Alien Registration Documentation for all non-citizens.

The head of household and all family members 18 years and older will be asked to sign a Privacy Act Notice authorizing this agency to verify income directly from the source. This agency will also verify if current utilities are active and in the Head of household's name, check for any criminal activity among the family members. All other information needed affecting the family's income and eligibility status will be verified through third party sources. **Effective July 1, 2003, Section 8 applicants and participants will be required to submit copies of their last three (3) months banking statements that will be used as verification of asset income. This change will be implemented as banking institutions notify the authority concerning fees being charged for account verifications.**

Income Verification levels for applicants:

1) **High –** Third Party Written Verification Forms from outside sources, to include, written verification from the employer.
2) **Medium** – Third Party Oral Verification documented by a staff person.

3) **Medium-low** – Document Review, such as Pay Stubs, when Third Party written or oral verifications cannot be obtained in a timely manner.
4) **Low -** Tenant declaration – This method is to be used only as a last resort when no other form of verification is available. The file must be documented accordingly.

Once verifications are completed and the eligibility is established, the Bridgeport Housing Authority will compute the Total Tenant Payment for applicants to participate in the Housing Choice Voucher Program.

Once the family has been determined eligible, they will be scheduled for a Section 8 Briefing along with other eligible applicants. At this briefing, applicants will receive a Briefing Packet that consist of information to assist them in their search for safe, decent and sanitary housing. The Briefing which lasts approximately two hours is used to thoroughly explain how the Section 8 Program operates and the individual responsibilities and obligations of the BHA, Landlord and the applicant.

Families determined to be ineligible will be notified in writing of the reason for their ineligibility and informed of their right to request an Informal Review.

Bridgeport Housing Authority will offer to the Waiting List applicants a Housing Choice Voucher depending on the availability without regard to unit size needed as long as there is sufficient subsidy to cover the assistance. Families who refuse the assistance, due to extenuating circumstances; such as, sickness, surgery, disability, death, will be placed at the bottom of the waiting list. Once their name reach the top of the list a second time, a final offer will be made. Should they refuse a second time or not be able to become leased up, the application will be withdrawn from the list.

Bridgeport Housing Authority uses the following definition of family:

"Two or more persons living together who are related by blood, marriage or operation of law, or who show evidence of a stable relationship that has existed over a period of time." Minimal length of time is at least a 12 month period.

Elderly, handicapped, disabled and single persons will be given the same consideration for assistance as a family.

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

A remaining member of a tenant family who is the sole person left in the unit when all other members have moved out who is eighteen years of age or older. **A live-in aide is not a remaining family member.**

Bridgeport Housing Authority will issue Housing Choice Vouchers to families whose incomes are at or below the 30 % median of income and:

1. Very low income eligible families, or

   (a) Lower income families who would be or are actually displaced by Government Action

   (b) Participants with a Housing Choice Voucher who were admitted to the Section 8 Program after June 30, 1984, who want to move to another unit with assistance and whose income is greater than 50% of median income.

   (c) Families who are displaced due to demolition of a Low Income Public Housing Complex which will result in the current residents having to be relocated to alternative housing.

In determining the number of bedrooms for which a family is eligible, the Bridgeport Housing Authority will use the occupancy standards contained in HUD Handbook 7420.7, and by further defining a very young child as a child three (3) years of age or younger. There shall be no more than two people sharing a sleep designated room who are of the same sex except for married couples. Consideration will be given to expectant applicants, family members, teens and minors for separate bedrooms.

Applicants will be required to certify to all information that is provided and to sign the Authorization for the Release of Information/Privacy Act Notice as a condition for initial and continued participation, in addition to Bridgeport Housing Authority's verification forms, which permits release of information from third party agencies.

The Bridgeport Housing Authority will verify all information on income and other factors affecting eligibility in accordance with HUD Handbook 7420.7, during initial lease-up, re-certification and interim changes.

Section 14 FAMILY OBLIGATIONS UNDER THE SECTION 8 PROGRAM

All families must supply required information deemed necessary by HUD and the BHA to administer the Section 8 Program.

This includes information related to the calculation of income, family composition, signatures on consent forms for use in regularly scheduled reexamination or interim changes, submission of documents related to eligible immigration status, disclosure and verification of social security numbers.

The family must:

Be responsible for any breach of HQS caused by the family.

Permit HQS inspections at reasonable times after a reasonable notice.

Comply with the lease. Must not sublet or assign the lease to anyone else.

Notify the owner and the BHA in writing before moving out of the unit or terminating the lease.

Supply the BHA with any eviction notices received from the owner.

Use the assisted unit as the family's only residence and provide notification of any changes in the household composition including the addition or departure of a household member.

Promptly notify the BHA in writing of the birth, adoption, or court-awarded custody of a child or children.

Request in writing the BHA'S approval to add any other family member as an occupant of the unit, including foster children and live-in-aides.

Not be absent in violation of the BHA'S policy on absences from the unit and must provide the BHA with requested information on the purposes of family absences.

Not own or have any interest in the assisted unit.

Must not receive any other form of Section 8 assistance or duplicate assistance.

Not engage in drug-related or violent criminal activity.

Not commit fraud or violate any other program obligation.

Pay utility bills and supply appliances that the owner is not required to supply under the lease.

Should a family violate any of the Obligations under the Section 8 Program, they will be effectively terminated as a participant. The family will be given an opportunity to request and be granted an Informal Review or Hearing regarding the determination to terminate.

The BHA will also give serious consideration, on a case by case situation, based on the level of involvement and the effects of termination on the uninvolved family members, if applicable.

Depending on how critical a given situation is, the BHA may permit remaining family member to continue receiving assistance as long as the head of household is not the person engaged in illegal activity and being terminated and if the family member who engaged in illegal activity **will not** reside with the assisted family. The remaining person must be 18 years or older and show evidence that they can maintain a dwelling unit and is self sufficient.

Section 15 DENIAL OF ASSISTANCE FOR APPLICANTS

ALL APPLICANTS WHO FAIL TO MEET THE FOLLOWING CRITERIA WILL BE DENIED ASSISTANCE AND WITHDRAWN FROM THE SECTION 8 WAITING LIST:

All applicants must meet the BHA'S definition of family as described above.

The applicant's Annual Income must not exceed the applicable income limit as published by HUD. Annual Income must be the minimum amount that equates to General or Public Assistance or SSI.

All household members must disclose their social security numbers by presenting the actual card or submit documentation that they have applied for the card.

The applicant must meet all of the documentation requirements of citizenship or eligible immigration status. (Eligibility must be verified no more than 60 days prior to issuance of a Housing Choice Voucher.)

Adult applicants eighteen and over must sign all consent forms or submit all appropriate consent forms for establishing eligibility. Failure to comply will result in denial of assistance.

For Housing Choice Vouchers, families for whom the 30 percent of monthly adjusted income is greater than the Payment Standard will be denied assistance.

Persons evicted from federally assisted housing (Low-Income Public Housing, Moderate Rehab Housing or any Section 8 Programs), within the past five years, for drug-related activity; and illegal drug users and alcohol abusers will be denied assistance.

Persons who have ever been evicted from public housing, Indian Housing, Section 23 housing or any Section 8 Programs for drug-related criminal activity or evicted for any other reason will be ineligible for admission to Section 8 Programs for five years from the date of eviction.

This Section 8 program is required by law that admission be prohibited to any person whom the Bridgeport Housing Authority (BHA) determines:

Is involved in drug-related criminal activity, the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance, within the past five years, whether there is an actual conviction of charges;

Has a pattern and 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 residing in the immediate vicinity of the premises within the past five years;

Has a recent history of criminal activity involving crimes to persons or property and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other residents residing in the immediate vicinity of the premises within the past five years;

Any drug-related criminal activity on or near the premises within the past five years;

The family violates program obligations;

If the family and the Landlord is related to one another.

The family must be able to establish current, active utility services in their name and submit documented proof to the Section 8 Program within the allowed time frame if inactive;

Any family member has ever been evicted from public housing for any reason;

If the BHA has ever terminated assistance for any family member under the Section 8 certificate/voucher program;

The family currently owes monies to the BHA or another Housing Authority for amounts in connection with the Section 8 Program, Mod Rehab, project-based or public housing program;

If the family in breach of a repayment agreement with the BHA;

If the family has engaged in or threatened abusive or violent behavior to the BHA personnel (staff);

If any member of the family commits drug-related criminal or violent criminal activity will be denied assistance if the preponderance of evidence indicates a family member engaged in the activity whether or not the member was arrested or convicted, in or near the residential premises;

If any family member is illegally using, or possessing a controlled substance for personal use, within a year before the date the BHA provides the notice of denial of assistance;

Persons convicted of **manufacturing or producing methamphetamine** on the premises of the assisted housing.

"Premises" is a building or complex in which the dwelling unit is located, including common areas and grounds. **The above action requires permanent denial and termination of assistance;**

Persons who are subject to lifetime sex offender registration requirements cannot be admitted to participate in the Section 8 Program.

Persons who marry an individual who is a lifetime sex offender must relinquish their Sectional 8 Rental Assistance due to spousal in-eligibility.

The Bridgeport Housing Authority **may waive** this requirement for families/members involved in or arrested for any type of substance abuse or criminal activity if:

The person has successfully completed a supervised drug or alcohol rehabilitation program and provide the required documentation; has other wise been rehabilitated successfully.

Is participating in a supervised drug or alcohol rehabilitation program.

The circumstances leading to the eviction no longer exist.

The person(s) is no longer engaging in illegal use of a controlled substances which may interfere with the rights of other residents.

If the family member is recovering or has recovered from the substance abuse and does currently possess or use controlled substances.

Evidence that the family member has successfully participated in and completed a treatment program must be submitted as a condition to being allowed to receive assistance.

For uninvolved family members, if they are willing to agree that the ineligible family member not be permitted to reside with the remaining family, eligibility may be granted.

All families that are denied assistance will be notified in writing stating the reason and providing an opportunity for an informal review. Applicants denied assistance due to ineligible immigration status will be offered an informal hearing.

Section 16 PORTABILITY OF SECTION 8 NEW HOUSING CHOICE VOUCHERS

The Bridgeport Housing Authority will administer the portability of Housing Choice Vouchers according to the Conforming Rule as set forth in HUD Regulations which mandates that Vouchers become national.

The BHA will also administer a unit outside of the BHA'S jurisdiction if the family moves outside of the BHA'S jurisdiction but within the BHA'S Metropolitan Statistical Area (MSA), contiguous MSA or State only if there is no HA with a tenant-based assistance program which has jurisdiction in the area.

Portability is a term used to describe a family's ability to move from one HA'S jurisdiction to another location outside the jurisdiction of the original HA and continue to receive assistance.

Portability was a requirement for the voucher program since the program's inception. Previously, certificates were limited to using portability in certain areas, but the July 1995 Conforming Rule changed certificate portability to conform with rules for the voucher program.

A family eligible for portability may lease a unit in any of the following places:

The Bridgeport Housing Authority (BHA) jurisdiction;

Within the metropolitan statistical area of the HA;

Within a contiguous metropolitan area even if it crosses State lines; and

Anywhere in the United States where there is a Housing Authority operating a tenant-based assistance program.

ELIGIBILITY FOR PORTABILITY

RESIDENCY

There is no residential requirements for the Portability Process. Applicants as well as Participants will be able to move as needed to facilitate their housing needs. This applies to both Incoming and Outgoing Portables.

Families desiring to utilize the portability component by taking their Voucher to another Housing Authority will be permitted to do so.

This policy is in compliance with the 1995 Conforming Rule. A participant family moving to a new location using portability is not required to meet eligibility income limits unless it changes from one subsidy program to another (e.g., from a certificate to a voucher). In such a case, the family's income would be compared to the Lower Income limit.

The HA issuing the family a voucher is the "Initial" HA. The HA accepting the voucher is the "Receiving" HA.

As a receiving HA, the BHA will complete and send the Family Portability Form to the Initial HA whenever the status of the family changes, a HAP Contract is executed or there is a change in the billing amount.

The BHA will determine if each incoming family is eligible based on current guidelines, criminal screening. All policies will be adhered to regarding extensions, lease ups and units meeting HQS standards.

The BHA will bill the Initial HA for the full amount of the Housing Assistance Payment including fees (hard to house), and 80 percent of the current administrative fee. The BHA will request additional information as required to facilitate the determination of eligibility.

The BHA will obtain eligible immigration status or citizenship declarations and documentation unless the Initial HA has sent the information.

Current policies will be used to determine unit size standards, providing extensions and for requiring submission of the Request for Lease Approval.

Should the BHA decide to issue a different type of subsidy than the family originally received, the family must meet the Low Income Limits of the BHA.

If the family's income exceeds the Low Income Limit, the BHA will offer continued assistance under the assistance type the family received from the Initial HA.

The BHA subsidy standards will apply for all incoming portable families. If a change in the size of the voucher is warranted, the BHA will modify the unit size and bill the Initial HA accordingly. The BHA will administer all incoming portables and properly notify the initial HA when a family will be absorbed by this agency. Based on the amount of current funding, the BHA will decide whether it is more feasible to bill the initial HA or to absorb the portable family.

The BHA will notify the Initial HA when a family fails to lease up within a required time frame, conduct all Interims and Annual Re-certifications after the family has leased up. Termination of Assistance will take place when warranted.

HUD will be contacted for any assistance needed to resolve any portability disputes between BHA and any other Housing Authorities.

When a family desires to move out of town, the BHA will contact the receiving HA.

The receiving PHA may issue its own Voucher or choose to administer the Voucher from the initial PHA by absorbing the applicant/participant.

Should the receiving HA opt to absorb the portable family, the Voucher will revert back to the BHA housing stock.

The Bridgeport Housing Authority will abide by the regulations when a family wants to move outside the PHA'S jurisdiction and there is not a voluntary arrangement.

As an Initial Housing Authority, the BHA will advise a family how to contact receiving Housing Authorities for portability purposes.

The BHA will notify the receiving HA for the family who is interested in the HA'S community. Part one of the Family Portability Information Form will be completed and sent along with the most recent 50058, verifications and the Voucher to the receiving HA.

The BHA may limit the number of moves a family makes, to one in a twelve (12) month period. The Bridgeport Housing Authority will implement the policy of no more than one move in a twelve (12) month period for all Voucher holders and subsidy recipients.

The only exceptions shall be if there is a mutual agreement between the owner and family, if the unit is no longer habitable based on Housing Quality Standards (HQS) or if the landlord gives notification that he/she needs the unit for personal use or any other good cause.

The BHA will bill the initial HA within 30 days of the initial lease up for Housing Assistance Payments and Fees on a monthly basis thereafter.

The Initial HA will also be billed a one time fee for all families that have three or more minors for a **"cost to help families who experience difficulty renting appropriate housing",** formerly referred to as "Hard to House" fee. This fee is chargeable each time the family moves.

The receiving HA must bill the BHA for the cost of administering the Voucher within the first six months or absorb the portable family.

Portable families who are new admissions (not continually assisted) and are absorbed by the receiving PHA are counted against the income targeting requirements of the receiving PHA.

Portability: An eligible applicant or participant has the statutory right to move to any jurisdiction in the U.S. where there is a PHA administering a tenant-based program. The only exception will be that Receiving HA Payment Standard be less than or equal to the BHA Payment Standard. The Voucher will automatically expire after 120 days. All Receiving Housing Authorities must advise the BHA within ten days of the participant's interview if they will absorb or bill for the portability.

Section 17 BRIEFING PROCEDURES OF FAMILIES AND ISSUANCE OF THE NEW HOUSING CHOICE VOUCHER

The Bridgeport Housing Authority is proposing that the Board of Commissioners approve a Housing Choice Voucher Payment Standard at 100% of the new Fair Market Rents. This Payment Standard amount will be implemented upon final approval of the Board and HUD.

Effective October 1, 1998, neither Section 8 Certificates and Vouchers currently being held nor any further turnover of Section 8 Certificates and Vouchers are subject to any statutory delay period on re-issuance. **FY 1999 HUD Appropriations Act**

Payment Standards (PS): Effective October 1, 1999, Existing Certificates and Regular Vouchers were merged into what is currently known as the **New Housing Choice Voucher.** All new admissions, moves and transfers are to be issued a Housing Choice Voucher and are to be calculated according to the new formula. Payment Standards for the New Housing Choice Voucher are to be set at 100 % of the current Fair Market Rents.

Reasonable Accommodations - 982.503(b)(iii) and (C)(ii): As a reasonable accommodation for a family with a member or members with disabilities, the BHA may approve a Payment Standard of 110 percent of the current Fair Market Rent (FMR).

Tenant Payments - 982.505: The Shopping Incentive is eliminated for all new lease-ups.

The housing assistance payment will be based on the gross rent for the unit if it is lower than the Payment Standard normally used (the lesser of the Payment Standard for the unit size leased or the Payment Standard for the family based on the BHA's Subsidy standards).

Maximum family share at initial occupancy - 982.508: At initial lease up <u>only</u>, a family's first time receiving tenant-based assistance, or a family moving with assistance to a new unit, cannot pay more than 40% of adjusted income towards the gross rent.

Families will be informed of the maximum gross rent allowed including the Payment Standard for the family size plus the difference between 30% and 40% of adjusted income.

Once an applicant is determined eligible by the Bridgeport Housing Authority and is selected for participation and a Housing Choice Voucher is available, it will be issued by the BHA.

The Finders Keepers clause will be explained to the applicant informing them that they have the freedom to choose any unit that meets the program requirement.

The Housing Choice Voucher is the family's authorization to search for housing and is issued after the family has been certified eligible and briefed on program requirements.

The Housing Choice Voucher is a document between the BHA and the tenant which outlines the tenant's obligations under the Program.

The issuance of Vouchers will be limited due to the reduction in HUD funding. Currently the Section 8 Office is not issuing any new Vouchers because of the budget cuts. Housing Choice Vouchers are initially issued for a 120 day period. The family must submit a Request for Tenancy Approval Form and a Proposed Lease (which is optional) within the 120 days time frame, unless an extension is granted by the HA. The Housing Choice Voucher may be extended for an additional 30 days for families and 60 days for elderly, handicapped and disabled families requiring an accessible unit. The request for an extension must be in writing and state any extenuating circumstances which can be verified and proven. Extensions will be granted based on the discretion of the BHA and funding availability. The extensions will not exceed the total of 150 days for Non-elderly, disabled or handicapped families. The total search time for Elderly, Disabled and Handicapped families will be no more than 180 days.

The BHA will conduct oral group briefing sessions or individual briefing sessions, when an applicant receives a Housing Choice Voucher to explain the program requirements. Individual briefing sessions will be scheduled or arranged for persons unable to attend the scheduled group briefing sessions, for families requesting an additional briefing and when the available assistance is minimal. This will eliminate the need to call in a group of people.

At the briefing where the applicant receives his/her Housing Choice Voucher, they will also be given a Housing Voucher Packet and a full explanation of the following:

1. A full explanation of how the program operates, family and owner responsibilities under the lease and contract;

2. Expiration and extension of Housing Choice Voucher;

3. The general location and characteristics of the full range of towns and cities in which the Choice Voucher can be executed and in which units of suitable price and quality may be found.

4. List of owners/managers who have expressed an interest in participating in the program;

5. Applicable housing quality standards and procedures for unit inspections.

6. Significant aspects of federal, state and local fair housing laws;

7. The Fair Market Rent and Total Tent Payment applicable and establishment of Housing Assistance Payments.

8. Voucher families will be given information on payment standards and how the Housing Voucher subsidy is calculated. Families will be provided an **estimate** of their subsidy to help them decide how much rent they can afford.

9. An explanation on portability procedures and how it works for those applicants who are eligible to move to areas outside of this HA'S jurisdiction.

10. An explanation will be given to the applicants regarding the advantages of moving to an area that does not have a high concentration of poverty or deterioration.

11. Disabled applicants will be briefed and assured that none of their rights will be infringed upon because of their disabled status according to "Nondiscrimination Based on Handicap in Federally Assisted Programs."

The Housing Choice Voucher Holder's Packet will contain the following:

1. Housing Voucher with the term and expiration dates.

2. Policy on extensions, how to request an extension and suspensions;

3. Request for Tenancy Approval, explanation on how to request the BHA'S approval to lease a unit;

4. A description of HUD Housing Quality Standards;

5. Fair Housing USA, how to select a unit, important points to consider to facilitate family needs; such as, condition of unit, rent reasonableness, cost of tenant-paid utilities (unit is energy-efficient), location of unit, pubic transportation accessible, centers of employment, schools, shopping.

6. Equal Opportunity Complaint Form (HUD 903) in English or Spanish;

7. Brochures on "Lead Paint Hazards" and "A Good Place to Live";

8. Schedule of Utility Allowance;

9. Information Brochure for Owners/Managers and a list of available units and owners who have expressed an interest in participating in the program; Portability Listing of Housing Authorities and their contact person, Maps of different areas of the city.

10. A calculated form explaining how the Total Tenant Payment, Voucher Housing Subsidy, Tenant Rent and Utility Allowance are calculated and the Voucher Payment Standards.

11. Explanation on how portability works.

12. Explanation of BHA's policy on providing family information to prospective owners.

13. Information on the BHA's procedures for granting and conducting Informal Reviews/Hearings.

Families needing special assistance may contact the Bridgeport Housing Authority for additional counseling and advice.

Housing Choice Vouchers will expire at the end of 120 days unless the family submits a request for Tenancy Approval to the BHA before the expiration date or requests an extension from the BHA, in writing, detailing the reason for the extension.

Expiration of the Housing Choice Voucher will preclude the BHA from extending the Voucher upon the family's request for no more than an additional (30) thirty days totaling 90 for families and (60) sixty days, totaling 120 days for elderly, handicapped and disabled individuals and families.

Consideration will be given to those families who have extenuating circumstances, such as family emergencies, illness, hospitalization, death or where the family's size has affected their success in finding acceptable housing.

Extensions will be granted solely on a case by case situation. Proper documentation must accompany a written request for an extension. The family will be notified in writing of any such extension.

When a Housing Choice Voucher expires, the BHA will notify the family in writing that the application has been withdrawn and/or the subsidy has been terminated and inform the family that they may reapply only if and when the BHA is currently accepting applications.

The BHA does not grant Informal Reviews or Hearings when a Voucher expires.

A family's search time ceases once a unit has been found and an initial inspection is scheduled. Should the unit fail and the owner is unwilling to make repairs, the applicant must resume looking for another unit for any remaining search time.

Section 18 HOUSING QUALITY STANDARD INSPECTIONS

The BHA shall require that every unit occupied by a family assisted through the Section 8 Program must comply with HUD Housing Quality Standards (HQS), as established by HUD.

The Inspection report will be prepared for every unit participating in the program as well as potential units entering the program. Federal funds cannot be used to subsidize housing that is not decent, safe and sanitary and that does not pass HQS initially and/or annually.

Housing Quality Standards are established by HUD to guarantee a basic level of health and safety for all units leased under the Section 8 Voucher, Project-Based and Moderate Rehabilitation Programs.

Inspections of these units must be initiated prior to approval of any lease, and at least annually thereafter. Re-inspection may also occur on other occasions as may be required, such as in the case of a Move-Out or a request for re-inspection by the owner or family in the form of a Complaint.

The BHA will establish a reasonable time frame for units to be inspected within thirty days upon submission of the request for lease approval. Upon receipt of the lease approval, the owner will be contacted to schedule for the unit to be inspected in accordance with the next available time frame in the appointment book.

Effective September 6, 1996, all residential property owners in the United States, including HUD program participants, that sell or lease pre-1978 dwelling units must take new steps to disclose lead-based paint or lead-based paint hazards.

This notice establishes new policy for HUD lead-based paint notification and disclosure requirements pertaining to sale and lease of public and Indian housing and HA-administered Section 8 programs. 24 CFR Part 35 and 40 CFR Part 745, Lead; Requirements for Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards in Housing was effective on the above date.

All units that are approved for the Section 8 Program must be documented by the owner that he has no knowledge of the presence of Lead-Based Paint being in the unit prior to or during the initial inspection of the unit. Special emphasis are placed on units built before 1978.

Units that have children under the age of six must be certified to be Lead Free. Efficiencies or units occupied by elderly families do not apply in this instance.

The BHA is required to inspect all surfaces within the unit, entrance and hallway providing access to the unit and exterior building surfaces up to 5 feet from the ground (and that is accessible to children) for defective paint.

If defective paint is found in the unit, the owner will be notified to correct the defected areas before the unit can pass HQS inspection. (See Initial Inspections below)

The BHA will exercise the right to deny participation of any property owner and their property that consistently have violations due to the property being in deplorable condition and passing inspection barely by "marginal standards". Owners that fall into this category will be duly notified in writing.

Eligible participants who reside in said property will also be duly notified, in writing, to relocate to a suitable and approved unit should they desire to remain active on the Section 8 program.

Procedures will be implemented to develop a method for monitoring and tracking applicants and participants in the Section 8 Program who prove to be uncooperative and demonstrate poor housekeeping habits. Families who fail to adhere to the procedures and methods after proper notification will be denied assistance or terminated from the Section 8 Program.

There are five types of inspections. They are Initial, Annual, Complaint, Quality Control and Move Out.

INITIAL INSPECTIONS

Once a Request for Tenancy Approval (RFTA) has been submitted to the Section 8 Office, information will be sent to the Inspection Department for the Initial Inspection. The property owner will be contacted and appointment given within 15 to 20 day time frame.

If at the initial inspection, deficiencies exist which must be corrected for the unit to be decent, safe and sanitary, the owner/agent will be advised by the BHA of the work required to be completed within a limited time span of thirty (30) days before a HAP Contract can be executed. If the unit is not corrected within the 30 day time frame, the applicant/participant must pick up a new RFTA Package and continue to search for a unit until the Voucher expires.

Before the Hap Contract is executed, the owner must notify the BHA and the family of any knowledge of the presence of lead-based paint on the surfaces of the unit.

ANNUAL INSPECTION

Housing Quality Standards (HQS) inspections must be conducted annually.

Similarly, if during an Annual inspection it is determined that the owner has failed to maintain a unit in decent, safe and sanitary condition, the BHA will notify the owner of the necessary corrective action.

No conditional approvals are permitted. The only exception is if the unit needs exterior painting and the weather prevents immediate completion. (winter months only) The owner will have to sign off on an "Agreement to Paint" statement. The work must be completed no later than May fifteenth.

SANCTIONS IF THE OWNER FAILS TO MAINTAIN HQS

The BHA will require that owners repair serious violations which are life threatening within 24 hours and up to 30 days for less serious failures. If the owner fails to correct the deficiencies within the 30 days, the BHA will exercise its rights under the HAP Contract to include termination of an outstanding Contract. Notice of Abatement of Payments will be mailed out with the initial notice of unit failure. Abatement will be effective immediately at the second failed unit inspection report.

If the tenant has no violations, they will be notified to pick up a Request for Tenancy Approval Package and make arrangements to locate to alternative housing if they desire to remain on the Section 8 Program. The Owner is not entitled to any HAP payments for the period the unit did not meet HQS even after the deficiencies are corrected. If the HAP Contract is cancelled, the family will be issued a Voucher and requested to relocate to another unit if they remain eligible to participate in the program.

Owners are not responsible for HQS violations which they did not cause and for which the family is responsible for beyond normal wear and tear.

A family is responsible for HQS violations if one of the following occurs:

The family fails to pay for utilities which they are responsible for;

The family fails to provide and maintain any appliances that the owner is not required provide, but which are to be provided by the tenant (Tenants may opt to install a microwave in place of a stove);

Any household member or guest that cause damage to the unit or premises beyond normal wear and tear. The family must correct any serious violation it has caused within 24 hours and any other defect within 30 days or any extension approved by the BHA.

The BHA may terminate assistance if the family fails to comply within the 30 day time frame.

SANCTIONS IF THE TENANT FAILS TO MAINTAIN HQS

If the family does not make repairs within the 30 day time frame, the BHA must take prompt action to enforce the family's obligations under the program and may terminate assistance.

COMPLAINT INSPECTIONS

Complaint Inspections are only scheduled if requested by the owner or the tenant. If the unit fails the inspection, the BHA will follow the same procedures described above for the Annual Inspections.

QUALITY CONTROL INSPECTIONS

The Chief Inspector will re-inspect at least five percent of the units that have been approved for participation in the program. Re-inspection samples will contain units approved by each Inspector and a sample of each type of inspection, building type and different geographical parts of the city of Bridgeport.

MOVE OUT INSPECTIONS

When a participant gives notice to the owner and the BHA or fails to give notice that they intend to vacate the unit, once the property is vacant, a Move Out Inspection must be scheduled by either the owner or the tenant. This inspection must take place immediately after the move out to document the condition of the unit.

Either the owner of the tenant must contact the Section 8 Office and schedule a specific date and time that the Inspector will arrive at the unit.

Data Collection/Record keeping Responsibilities

The July 1995 Conforming Rule requires that HA's make an effort to get the names and addresses of children who have elevated blood levels from local health agencies and match these names with current participants. If there is a match, the BHA must find out if local officials have tested the family's unit for lead based paint. If the unit has lead-based paint, the owner must treat it. If the owner does not fix the unit, the family must be issued a Voucher to move. If there is a Contract in effect, it will be terminated with written notice to the owner for non-compliance.

All reports will be maintained indefinitely including owner's certification that the unit is lead free or that all surfaces were treated.

Section 19 CLAIMS FOR DAMAGES AND UNPAID RENTS

For Contracts and Leases that was executed prior to October 2, 1995, claims for damages, unpaid rents and (vacancy losses for certificates only) may still be submitted and upheld until the assisted family moves out or the owner signs a new Lease and Housing Choice Voucher Contract.

The owner must abide by the guidelines set forth in the Lease and Contract citing obligations and responsibilities.

When a family vacates, the owner must first apply the security deposit and any accrued interest to unpaid rent and tenant damages. If the security deposit does not cover the charges, the owner must seek restitution from the tenant or through small claims courts.

Under the pre-10/2/95 rules, the maximum liability for damages and unpaid rent for the Certificate program is the lesser of:

The amount owed to the owner, or two months Contract Rent minus the security deposit the owner should have collected from the tenant. **Note: Under the post 10/2/95 changes, Vacancy Losses will continue to be processed for Moderate Rehabilitation Units.**

If a HAP Contract, Lease or Lease Addendum has been executed and signed after October 2, 1995, the BHA is no longer liable for any claims submitted for Unpaid Rents, Damages or Vacancy Losses.

The Owner now has a responsibility to request full Security Deposit from the tenant if he/she so chooses. However, the Security Deposit cannot exceed the maximum amount allowable under the law and it cannot be more than the amount unassisted units are currently being charged.

Section 20 REQUEST FOR TENANCY APPROVAL & LEASE

When a family has been issued a Request for Tenancy Approval and a suitable unit is located, the completed form and a copy of the landlord's lease (if applicable) according to the BHA'S procedures must be submitted. Both documents must be submitted during the term of the Voucher.

The family may submit one Request for Tenancy Approval at a time. The Request for Tenancy Approval must be reviewed for approval. Any inconsistencies or omissions on the documents must be discussed with the family and the landlord.

The Request for Tenancy Approval must indicate owner supplied utilities and appliances and the actual utilities and appliances the tenant will be responsible for. Rent Reasonableness must be determined.

If a proposed lease is submitted, it must be reviewed to make sure that there are no prohibitions based on HUD guidelines. There can be no conflicts of interest.

The unit will have to be scheduled for a Housing Quality Standard (HQS) inspection. The family and the landlord will be contacted promptly as to whether the unit passes inspection and if the tenant has been approved to move in. Bridgeport Housing Authority will not approve a lease for a dwelling unit until the following requirements are met:

The unit is eligible.
Unit inspected and passed HQS.
Lease is approved, rent to owner is reasonable.

The owner must advise the BHA and family of any lead-based paint on the surfaces of the unit of which they have knowledge of prior to or during the initial housing quality standard inspection of the unit.

Section 21 Rent Reasonableness

All rents will be examined to determine reasonableness based on location, area, condition of unit, rents for both assisted and unassisted units in the vicinity and the amenities provided in the unit. Rents will also be compared to rental units already on the program to facilitate the BHA'S determination of reasonableness and according to the Market Rent Surveys conducted annually. The survey compares units that are similar in construction, age, square footage, amenities, inclusion of utilities and appliances. The rents are also compared to variation of rental amounts between the neighborhoods throughout the city of Bridgeport and surrounding towns.

The family member is instructed to inform his/her prospective landlord to contact the Section 8 Office to be briefed on the policies and procedures of the Section 8 Program. The landlord will be informed of the staff person (usually a Section 8 Clerk) assigned to the family.

The Briefing and the Package for the Housing Choice Voucher holders covers such items as:

Handbooks on Section 8 Guidelines, policies & HUD Regulations
Request for Tenancy Approval, Voucher, Payment Standard & Rent calculation
Contract Rent, utility & appliance inclusion & exclusion
Utility Allowance Form, Utility Reimbursement
Security Deposits and Reimbursement for unpaid rent and damages,
Tenant is responsible for all tenant caused damages, when applicable,
Tenant's Rent portion, HAP payments to owner, BHA, Landlord
Tenant responsibilities, No payment for vacated units, No Fair
Market Rents for Voucher Holders, Literature alert for Lead Based Paint,
Information on a "Good Place to Live", List of participating property owners, List of Housing Authorities, Maps of the area, Portability information,
Owners must screen all tenants, Annual re-certifications, Interim Adjustments
Tenant Transfers and Move Outs, Unit Inspections, Inspection Checklist, the importance of documenting unit search, policy on requesting an extension, policy on family obligations and terminations, the right to request a hearing or a review, fraud and program abuse,
Fair Housing USA, Housing Discrimination Complaint Form (English 7 Spanish),
Family Self Sufficient Application Form

The Voucher holder will pay at least 30% of adjusted monthly income but no more than 40% of the monthly adjusted family income for their housing cost. The amount the Housing Authority pays on behalf of a Voucher holder is fixed. The family will pay the balance up to the payment standard and any amount above the payment standard.

The BHA will review all Contract Rents of units for which a Request for Tenancy Approval has been submitted to determine reasonableness and consistency with the published Fair Market Rents and BHA adjusted Payment Standards.

This review will entail an analysis of the rent as compared to the Fair Market Rent as published in the Federal Register and based on the Housing Authority's knowledge of fair market rents for similar unassisted units in the community.

The new HAP Contract will contain an owner's certification that the lease is standard for the locality and consistent with State and local law.

Renewal of the lease and rent increases must be in compliance with the terms of the lease. After the family submits a Request for Tenancy Approval and BHA approves the unit, the Lease Addendum for the Housing Voucher Program and the Housing Voucher Contract will be prepared for execution with the owner and family. The owner is now required to submit a copy of their own lease to the BHA for execution as long as the language does not conflict with HUD guidelines.

A HUD required Tenancy Addendum will be attached to the landlord's lease. If the owner's lease contains provisions that are in direct conflict with the Lease Addendum, Bridgeport Housing Authority will require the owner to strike the provisions and point out that the Lease Addendum language prevails. All sections of both the Voucher Contract and Lease Addendum will be implemented fully.

Section 22 LEASE

The Lease and Lease Addendum are documents between the tenant and owner. The two documents have concurrent terms.

The Lease must specify what utilities and appliances are owner-supplied and what the tenant is to supply. Should a landlord desire to use his own Lease, it must comply with all provisions of the HUD Tenancy Addendum or the BHA will not approve it. If the Owner's lease does not comply with State and local law, the BHA may decline to approve it.

If the BHA determines that the lease cannot be approved for any reason, the landlord and the family will be notified and the reasons provided. The landlord and family will be provided an opportunity to correct the problem prior to a specific date established by the BHA, if possible.

If a proposed gross rent or is too high under rent reasonableness criteria for vouchers, the BHA will attempt to negotiate with the owner and discuss the possibility of either reducing the Contract Rent or including all of the utilities in the Contract Rent. If the rents are not determined to be reasonable, the participants must continue to look for a unit with a reasonable rent.

Section 23 TERM OF LEASE

The BHA will limit the number of moves a family makes to one move within a twelve month period. The BHA will implement a policy of no more than one move in a twelve month period for all Housing Choice Vouchers holders and Section 8 participants.

The initial term of the Lease must be for at least one year beginning on the date of unit and rent approval by the BHA. After one year, there will be an automatic renewal for successive definite terms on a month to month basis. The exception will be if both the owner and the tenant agree to another one year term and sign documents to that effect.

The term of the lease terminates if:

Owner terminates the lease
Tenant terminates the lease
Owner and tenant agree to terminate lease
BHA terminates HAP Contract
BHA terminates assistance of the family

The family may terminate the lease at any time after the first year. The lease may not require the family to give more than 60 calendar days notice of termination to the owner. The notice must be written and a copy given to both the BHA and the owner at the same time.

The owner must comply in the same manner. Any new lease or revisions from the owner must be approved by the BHA and a new Contract will have to be executed between the owner and the BHA.

Proper notice must be given to the tenant regarding any changes, renewals and revisions (at least 60 days) giving the tenant a reasonable time to accept.

Section 24 SECTION 8 RESTRICTIONS ON LEASING TO RELATIVES

Effective May 18, 1998, HUD issued a new regulation regarding the leasing of Section 8 units to relatives. This regulation is to be effective immediately.

The HA must not approve a unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the HA determines that approving the unit would provide reasonable accommodation for a family member with disabilities.

Section 25 DENIAL OF APPROVAL OF OWNERS

The BHA will refuse to contract or terminate a contract with owners for the following reasons:

Violations of the HAP Contract

Acts of fraud, bribery or another criminal act in connection with any federal housing program.

Participation in drug-trafficking.

Current or previous practice of noncompliance with HQS, State and local housing codes.

Failure to pay State and local real estate taxes, fines or assessments.

Failure to comply with regulations for liability insurance, loan programs, mortgage notes, regulatory agreements, criminal acts connected with the mortgage or loan.

If the family moves and is terminated, the HAP Contract automatically terminates.

The HAP contract terminates automatically 180 calendar days after the last Housing Assistance Payment to the owner.

If the BHA determines that available program funding is not sufficient to support continued assistance for families in the program.

If the family composition increases beyond the HQS space standards and the unit no longer meets the requirements.

If the family breaks up, the BHA will determine which family members will continue to receive assistance in the program.

The BHA may terminate the HAP contract based on the unit size needed of the remaining family members.

An owner may not be approved to participate if the BHA has been informed by HUD that the owner is **debarred, suspended, or subject to a limited denial of participation.**

In addition, an owner may not be approved if the Federal Government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act of other federal equal opportunity requirements and such an action is pending or a court or administrative agency has determined that the owner violated the fair Housing Act or other federal equal opportunity requirements.

The BHA may not approve contracts where there may be an apparent conflict of interest.

OWNER CONDUCTS TENANT SCREENING

The BHA will inform owners that they should screen all prospective tenants in the following areas:

Payment of rent and utilities, Housekeeping habits, Drug-related criminal activity, abuses alcohol or any other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; by persons residing in the immediate vicinity of the premises;

Any drug-related criminal activity on or near the premises;
Compliance with essential conditions of tenancy.

The BHA will provide an owner with the current address of the prospective tenant and the name and address of the landlord both current and previous, if known.

If there is information on record regarding criminal activity engaged in by the family members, the BHA will release this information to the prospective landlord.

Where a Family can Lease

The family may receive tenant-based assistance to lease a unit located anywhere in the jurisdiction of the BHA and located outside the BHA'S jurisdiction under the portability procedures. If the dwelling unit is approved, a family may select the dwelling unit they have been residing in prior to participation in the program. (leasing-in-place)

Section 26 INELIGIBLE HOUSING

The following types of housing **may not** be assisted by the BHA in the tenant-based program:

Public or Indian Housing;
Units receiving project-based assistance under Section 8 of the 1937 Act;
Nursing Homes, board and care homes, facilities providing continual psychiatric medical or nursing services

College or other school dormitories;

Penal institutions, reformatory, medical or mental institutions, and similar public or private institutions;

A unit occupied by its owner or by a person with any interest in the dwelling unit;

A family may not receive housing assistance while receiving any form of other housing subsidy for the same unit or a different unit.

Units owned by relatives of the assisted family

Section 27 RESTRICTION OF HOUSING ASSISTANCE TO NON-CITIZENS

Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Secretary of HUD from making financial assistance available to persons other than United States citizens, nationals, or certain categories of eligible non-citizen in the Section 8 Program.

The BHA will abide by all rules and regulations that have been set forth in the above mandate.

Effective June 19, 1995, every household member participating in all Section 8 programs, who are citizens and eligible immigrants, must certify their citizenship by submitting documented proof and completing a declaration form. This rule applies to currently assisted participants as well as applicants.

The BHA will comply with all applicable civil rights and fair housing laws and regulations which prohibit discrimination on the basis of race, color, creed, national or ethnic origin, sex, religion, age, disability and familial status, marital, sexual orientation or income source.

The BHA will also comply with Section 504 requirements when implementing the non-citizen rule for persons with disabilities. The rule states that a HA must " where feasible," arrange for the notices and documents required under the rule to be provided to applicants and participants in a language understood by them if they are not proficient in English.

Families that may consist of members that are not citizens, eligible immigrants or may elect not to state that they have eligibility status, are referred to as "Mixed Families."

These families may be eligible for one or more of the following types of assistance:

- Continued assistance
- Prorated assistance; or

  Temporary deferral of termination of assistance.

The BHA will offer participants continued assistance to "Mixed Families" only if <u>all</u> of the following three conditions are met:

- o The family was receiving assistance under a covered program on June 19, 1995;
- o The family's head of household or spouse has eligible immigration status; and
- o The only other people in the family, without eligible immigration status, are the head or spouse, parents or children of the head of household or spouse.

Currently assisted households which do not have any eligible members who are citizens or have eligible immigration status (or elect not to certify to eligibility status) may be eligible for a temporary deferral of termination of assistance.

This means the BHA will approve a limited amount of time to found other suitable housing and relinquish all rights to rental assistance. The initial limited time approved will not exceed six months.

Additional extensions may be granted in increments up to six months but not to exceed the maximum which is three years.

The extension(s) will be approved based on the submission of actual proof of the family's effort to locate other affordable housing within a timely basis.

Other affordable housing is defined as housing which is the appropriate size for the family, is not substandard, and not greater than 125% of what the family currently pays toward rent and utilities.

All mixed families who were receiving housing assistance on June 10, 1995 and applicant mixed families must be offered prorated assistance. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status.

An applicant family without any citizens or eligible immigration status members is not eligible for assistance. However, assistance will not be denied or delayed solely because verification or requested hearings have not been completed.

Assistance is prohibited to all non-citizen students and their families (spouses and children). A non-citizen student is defined as:

- A bona fide student pursuing a course of study in this country
- Someone who has a residence in another country outside of the United States that the person has no intention of abandoning; and
- Is admitted to this country, temporarily, solely for the purpose of pursuing such a course of study.

All pertinent information, declarations and verifications to determine any form of eligibility to participate must be submitted within the time frames given at the time.

All requests for extensions will be forwarded in writing to the applicant or participant whether it has been approved or denied.

If the BHA suspects or have proof that an applicant or a participant has misreported his/her immigration status, altered or forged documents, the case will be referred to HUD's Inspector General's Office for investigation.

The BHA will not be liable for any action, delay or failure of the INS in conducting the automated or manual verification.

Section 28 HAP CONTRACTS, PAYMENTS, RENT SCHEDULES & ASSIGNMENTS

The BHA will execute a Housing Assistance Payments Contract (HAP) and make payments to the owner in accordance with Federal Regulations and the approved contract rent for the dwelling unit under lease by an eligible family. The Contract term is concurrent with the executed Lease. The initial term is one year and month to month all subsequent years for the same owner and unit. The HAP payments will be effective once the BHA has approved both the unit and rent for a perspective tenant. Should a unit become ready for occupancy anytime during the course of a month, once approval has been granted by the BHA, payments will commence on that effective date.

Landlords who have received payments which exceeds the amounts outlined in the HAP contract will be contacted in writing for re-payment within 30 days after notification.

Failure to repay, within the given time frame, will result in re-coupment of payments the following Vendor Payment period. If there is no current vendor payments currently being paid, the account will be turned over to the BHA'S Attorney for legal action.

Housing Assistance Payments (HAP) will cover the difference between the contract rent and the portion of rent payable by the family. Standard accounting and auditing procedures will be established to assure that accurate payments are made.

These procedures will include the preparation of a separate account record for each contract the Housing Authority has under its administration. This account record will identify the total amount of the contract and the monthly payments to which the owner is eligible.

A control account record will be established to assure compliance with provisions of the Annual Contributions Contract.

Section 28 a. ASSIGNMENTS

If a participating property owner sells the property during the course of the lease year before the re-certification date, an Assignment will be processed and executed between the new property owner, tenant and the BHA. The term of the Assignment will be from the date of purchase to the end of the month prior to the annual re-certification. A new Contract and Lease will be executed with the new owner, tenant and the BHA at the very next re-certification process for the tenant (s). All rents must be determined reasonable for continued participation of both parties.

Section 29 MINIMAL RENTS

Section 402(a) (1) and (2) of the Continuing Resolution requires that families assisted under the Voucher, Moderate Rehab, Project-Based programs pay a monthly **"Minimum Rent"**.

The BHA Section 8 Program shall set its "Minimal Rent" at $50.00. This policy shall remain in effect until new enactments by HUD, the legislature or, otherwise directed by HUD.

The following are guidelines for hardship exceptions for minimum rents when the participants have no income. All participants will be notified that they have a right to request for the hardship exception.

Lost eligibility while waiting for a determination for Federal, State or local assistance programs.

Facing an Eviction because of this hardship.

Income decrease because of changed circumstances (unemployment, etc)

Death in the family and other circumstances determined by the BHA and HUD.

Any other good cause as determined by the BHA

Accordingly, the Total Tenant Payment (TTP) for a Voucher, Moderate Rehab, and Project-Based units shall be the higher of:

Thirty percent (30%) of family monthly adjusted income, (not to exceed 40%), 10 percent of family monthly income or $50.00 monthly minimal rent.

Section 30 INFORMATION AND ASSISTANCE FOR PARTICIPATING FAMILIES

Each participant will be assigned to a staff person who will be available to discuss with the family any program-related problems.

If the family needs assistance outside the scope of the Section 8 Program, an appropriate referral will be made.

Families will be instructed to contact owners directly to request necessary maintenance or repairs which may be needed; however, if the owner fails to respond within a reasonable period of time, the family will be instructed to contact the appropriate BHA staff member to schedule a complaint inspection.

Section 31 LIVE IN AIDE

Eligible families requiring the care of a **"Live-in-Aide"** will be required to submit certified documentation from a medical doctor or any acceptable social service agency that can verify the need for such services.

The eligibility guidelines that qualifies an individual for a **Live-in Aide** has been broaden. Individuals who are disabled and 55 years old can now qualify for an Aide. The Director of Section 8 will make the final decision regarding the actual individuals who will be approved as the **live-in-aide**.

All persons being considered as a **live-in-aide** must be screened for any criminal activity and former tenancy.

The **live-in-aide** will not be able to assume any rights or privileges to the rental assistance should the initial lease holder no longer be eligible to participate for any reason. If the participant should die, the **live-in-aide** must vacate the unit unless the owner agrees to let them remain in the unit without the rental assistance. This will be a decision between the two parties. The rental assistance automatically terminates when the participant no longer needs the subsidy or dies.

Section 32 FAMILY BREAK UP - REMAINING ASSISTANCE

If a Section 8 family should be split due to a legal decision by the court system, (e.g., divorce, separation, court settlement, judicial decree, illness, or violence), the BHA will abide by the court's decision and authorize the rental assistance to remain with the parent/guardian who has been granted legal custody of all minor children that were on the initial family composition.

Should the parent/guardian not be a part of the family composition and there are minor children involved; the parent/guardian must be eighteen years of age or older, capable of maintaining a family, rental unit, and obtain sufficient income for the entire family.

Should the head or spouse decide to leave the family (or will no longer be a part of the family composition for any reason), the remaining spouse and or guardian/adult will be authorized to assume the housing assistance subsidy along with minor children.

Should the sole adult member of the family leave the subsidized unit for any reason or die leaving minor children alone in the unit, any existing family members or the local child welfare agency will be contacted and requested to take full responsibility of the minor children. The rental subsidy will be effectively terminated due to no remaining adult on the family composition.

Section 33 ABSENT CHILDREN IN FOSTER CARE/HEAD/FAMILY ABSENT FROM THE UNIT

Children who are temporarily absent due to being in foster care for six months or less, will be counted as an assisted member of the family unless the amount of time cannot be estimated as to how long the child will be out of the home.

Documentation must be submitted indicating that the child will be out for six months or more. Upon receipt of information, the person will be removed from the family composition. BHA may remove the child from the family composition until they are returned to the family. Rental assistance and subsidy amount will be examined for any adjustment at this time.

The BHA has established a policy on the maximum length of time a family may be absent from the assisted unit. A family may be absent from the unit for a period of two weeks at a time and no more than a maximum of thirty days with documented approval from the BHA for vacations, temporary personal problems or hospitalization. Family members who are imprisoned for criminal activity will not be given any consideration.

If the head of household, remaining or sole family member becomes ill and needs to be hospitalized for duration of time, the BHA reserves the right to make a determination on continued assistance on a case by case basis. Proper documentation will be obtained from certified medical staff before a final decision is made.

Should the head or spouse be imprisoned for a duration of time, the BHA reserves the right to make a determination on continued assistance based on actual charges, seriousness of charges and the amount of time to be served if sentenced. In most cases that involve criminal activity, continued assistance will be denied and terminated.

Personal problems will be determined based on the discretion of the BHA and the seriousness of the problem. All families will be advised of their responsibilities and the steps to take to retain housing assistance.

The family may not be absent from the unit for a period of more than 180 consecutive calendar days in any circumstance, or for any reason with written authorization from the BHA.

Should the head and/or family be absent from the unit for more than thirty days without authorized documented approval from the BHA, the housing assistance and HAP payments will be terminated immediately with written notice to both the owner and participant. The family will have an opportunity to request an Informal Hearing. Once the assistance has been discontinued or terminated, the family may reapply at such time that the waiting list is open.

New applications will be denied if the family owes monies to the BHA or if the former participant moved without notice to the former landlord or the BHA.

Housing assistance may resume under the following circumstances after a family has been absent from the unit:

Acceptable documentation and recovery from a serious illness and can now manage a unit and themselves. Acceptable documentation of just cause for previous actions.

Section 34 ALLOWANCES

CHILD CARE ALLOWANCES

Child Care Allowances for families who are employed and/or attending an institution of higher learning shall be closely scrutinized and given consistently for all "out of pocket" expenses. If the families are currently being reimbursed for child care expenses from another agency, the BHA will not approve this allowance.

MEDICAL ALLOWANCES

Only Elderly, Handicapped and Disabled families as defined by the Social Security Administration will be given deductions for medical expenses. That deduction shall consist of all expenses that exceed three percent (3%) of the Total Annual Income. Handicapped expenses will be calculated initially at the three percent limit and Medical expenses will be considered if applicable.

Section 35 RENT INTERIM CHANGES

All families will be required to report all income and family composition changes immediately. Failure to report these changes will result in the termination of rental assistance. Any decrease in theincome must be at least a minimum of $20.00 a month or $240.00 annually.

When the participant's rent decreases due to income or family composition changes, the adjustment will become effective on the first day of the month following the change in circumstances, provided that the tenant has reported such change in a timely manner and the change is properly verified through third party sources.

In the case of an increase, the adjustment will become effective the first day of the second month following the change resulting in a full (30) thirty day notice. Other increases in family income will be reviewed at re-examination.

FAMILY CHANGES NOTE: No adult members will be added to the family composition except through blood or marriage. THE EXCEPTIONS TO THIS POLICY ARE:

An adult who has been appointed by an agency or court appointed as legal guardian to minor children whose parent(s) are no longer in a position to carry out their parental responsibilities. Permission in writing must be requested and obtained from the Section 8 Program before adding additional members and minors to the family composition and the subsidized unit. The landlord must also be notified and approve additional members to reside in the unit. If a problem of over crowding occurs, the assisted family will have to seek a larger unit.

The need for a live-in-aide must be requested and certified documentation from a Medical Doctor must be submitted to verify the need.

A parent(s) of the head of household that has been certified by a medical doctor to have a serious medical condition and can no longer care for themselves or live alone. The landlord must be in total agreement that the additional person(s) can reside in the assisted unit. If a problem of over crowding occurs, the assisted family will have to seek a larger unit.

Families must report the following changes:

1. Any person not listed on the family composition, lease or HUD 50058

2. Any person listed on the family composition, lease, and HUD-50058 that moves from the unit.

3. Any adult member of the family previously listed as unemployed or any employed member begins to receive unemployment compensation.

4. Any member of the family begins to receive public assistance income and is on the twenty-one month plan.

5. Any member of the family receiving public assistance and begins to receive wages.

6. Any member of the family receiving Social Security, SSI or pension who begins to receive a different type or any other additional income.

7. Any member of the family receiving child support.

Any adult member of the family composition whose income changes from the income stated at the time of re-certification to any other type of income, must report it within thirty (30) days.

If a family fails to report any of the required changes listed above, the Housing Authority will require the family to repay any assistance paid on its behalf, retroactive to the date of the change, a repayment agreement will be generated with the participant to show the schedule of payments. The schedule of payments should be repaid within a twelve month time frame. Exceptions will be made based on degree of financial hardships and on a case by case basis.

If the family does not immediately began to repay these amounts in a consistent manner, to remain current with a BHA approved repayment schedule, the Bridgeport Housing Authority has the right to terminate the assistance of the family.

The BHA will also schedule interim adjustments not less than quarterly for any families reporting a zero dollar adjusted income.

Families and Owners will be notified in writing of any adjustment in payments in the form of an Amendment to the lease called a Revised Payment Form Letter.

Section 36 ANNUAL RE-EXAMINATIONS

Approximately a 120 days prior to the anniversary date of the HAP Contract, the family will be notified of a scheduled interview for the purpose of recertifying the family's income, allowances and family composition. **All income and family composition must be verified to confirm that information is current within 120 days. As for Social Security and SSI incomes, letters may be accepted from the previous year as long as it states the anticipated income for the current year.**

The family will be given a 30 day notice of any change in the Tenant's Rent. If the family is unable to attend the scheduled interview, it shall be the family's responsibility to reschedule another interview.

If the family fails to attend or to reschedule another interview, the family will be sent a **Second and Final Notice** informing them that they have been schedule for an interview giving the date and time within 10 days and stating that failure to come in and provide the required information may result in termination of Section 8 Assistance. The letter will also inform the participant that their new rent will be adjusted to the full Contract Rent on the effective re-certification anniversary.

If the family does not respond to the Second and Final Notice, the BHA will send the family a formal notice terminating their assistance under the Section 8 Program effective within 30 days. A copy of this notice will be mailed simultaneously to the owner. The family will be given an opportunity to request for and be granted an Informal Hearing.

Re-examinations will also be required when a family receives a new Housing Choice Voucher for the purpose of moving to a new unit to insure that the re-examination cycle continues to parallel any new HAP/Voucher Contract Anniversary date.

Should a family's portion of the rent equal to or exceed the Contract Rent, both the participant and owner will be notified in writing that the full amount of rent is payable by the participant on the effective date.

After six months, 180 days, the family's income will be examined to determine any changes.

If the family's portion still equals to or exceeds the Contract Rent, a letter of termination will be sent to the owner and participant on the effective date. The participant will be given an opportunity to request for and be granted an Informal Hearing.

Section 36 a. Rental Increases

Due to the reduction in HUD funding for HAP Payments, the BHA will not be approving any annual rent increases to property owners. Rent Reasonableness will be determined and the landlord and tenant will be advised if the increase request is reasonable. The tenant will be responsible for the full amount of the increase. A mutual agreement must be executed between both parties and a copy submitted to the Section 8 Office to be maintained in the tenant's file. If the increase is not reasonable, both parties will be advised, if there is no resolution, the tenant will have to relocate.

Section 37 VERIFICATION LEVELS OF INCOME

The following levels of Income Verification will be used to determine process applicant and participant files.

1) **High** -Third Party Written Verification Forms from outside sources.
2) **Medium** - Third Party Oral Verification documented by staff person.
3) **Medium Low** – Document Review, such as Pay Stubs, when Third Party written or oral verifications cannot be obtained in a timely manner.
4) **Low -** Tenant declaration – to be used only as a last resort when no other method of verification is available. The file must be documented accordingly.

ANNUAL INCOME

1. Annual income is the total income anticipated to be received by all adult family members (even if temporarily absent) for the 12 month period following the effective date of initial certification or reexamination (annual or interim reexamination of income), including net income derived from assets, exclusive of income that is temporary, nonrecurring or sporadic.

ADJUSTED INCOME

2. Adjusted Income is the Annual Income minus all allowable deductions and expenses.

ADULT FAMILY MEMBERS INCLUDE:

a. The head and spouse, regardless of age or student status;

b. All other family members 18 years of age or older.

3. **INCOME INCLUSIONS, but is not limited to:**

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

b. The net income from operation of a business or profession (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business).

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 a reimbursement of cash or assets invested in the operation by the family.

c. Interest, dividends, and other net income of any kind from real or personal property (for this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property).

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.

d. 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.

e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (see Paragraph 3c below)

f. Welfare Assistance Payments;

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

h. All regular pay, special pay and allowances of a member of the Armed Forces who is head of the family, spouse or other family member whose dependents are residing in the unit, (see Paragraph 3e below); and

4. **Income Changes from Welfare Fraud - Subsidy Rents will not be reduced if welfare assistance is reduced due to the following:**

Fraud, failure to comply with work activity requirement, failure to participate in the economic self sufficiency program.

The above is not applicable if the welfare reduction is:

A result of expiration of a lifetime time limit on receiving benefits. The family has complied with requirements, but cannot find a job.

The BHA will verify individual circumstances with the welfare department before determining a final decision.

The family will be notified of their right to have an informal hearing before final termination takes place.

INCOME EXCLUSIONS

This new rule pertains to qualified individuals or families who are disabled, receiving Social Security (SS) and or Supplemental Security Income (SSI) who were previously un-employed for one or more years prior to becoming employed. The total earned income of the disabled person who became employed is excluded for a full twelve months, whether accumulative or consecutive. During the next twelve months, whether accumulative or consecutive, only 50% of the earned income is used to calculate the tenant's rent portion. The maximum term of income exclusion is a sum total of 48 months. After 48 months, the full income is counted.

5. INCOME EXCLUSIONS: Annual income does not include temporary non-recurring or sporadic income as follows:

a. Temporary, non-recurring or sporadic income or gifts;

b. Amounts which are specifically received for, or in reimbursement of the cost of illness or medical care;

c. Lump-sum additions to family assets, such as inheritances, insurance payments (including lump-sum payments under health and accident insurance and workmen's compensation), one-time lottery winnings, victim's restitution, capital gains, and settlement for personal or property losses (but see paragraph 2e above);

d. Full amount of student financial assistance.

e. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

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

g. Payments received for the care of foster children.

h. Income of a Personal Care Attendant.

i. Amounts received under training programs funded by HUD;

j. Amounts received by a disabled person 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);

Any amounts which would be eligible for exclusion 1613 (a)(7) of the Social Security Act. The amounts referred to are deferred periodic payments received in a lump sum from SSI and Social Security.

k. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

l. Payments received as a result of Agent Orange settlements;

m. 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 the 1937 Housing Act as amended. The following types of income are subject to such exclusion:

(1) Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4621-4638);

(2) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2011-2029);

(3) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 4951-4993);

(4) Payments received under the Alaska Native Claims Settlement Act (42 U.S.C. 1626(a));

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

(6) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8621-8629);

(7) Payments received from the Job Training Partnership Act (29 U.S.C.> 1552(b));

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

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

(10) Payments received from programs funded under Title V of the older Americans Act of 1965.

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

o. Adoption assistance payments in excess of $480 per adopted child.

p. Resident Service stipend.

q. Adult foster care payments.

r. State or local employment training programs and training of resident management staff.

s. State tax rent credits and rebates.

t. Home care payments.

u. Incremental earnings and benefits resulting to any family member from participation in qualifying State and local employment training programs (including training programs not affiliated with a local government) and training of a family member as a 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.

IMPLEMENTATION OF INCOME EXCLUSION REBATES

All current and former participants who are or may have been affected by this Income Exclusion regulation were notified in a mass mailing and was requested to contact the BHA and provide information to verify that completed training has taken place.

An Income Exclusion Verification Form will be completed and mailed to Hartford, CT to verify if the level of training received falls within the eligibility guidelines.

All potential recipients must have a level three or above to be eligible for a rebate.

Once the verification has been received from the Hartford office and eligibility for a rebate is established, calculations will be processed during the time frame of the actual training that income was received from the training. The participant will only receive a rebate for any income received for training that was used to determine the tenant's rent portion during the training period.

The participant must respond to the Section 8 Office no later than September 30, 1998 in order to receive a rental rebate they may be eligible for. All future participants who may become eligible for an income exclusion will have a grace period of six months after completion of training and or obtaining employment to report the training information to the Section 8 Office.

After the six months, the participants will be ineligible for consideration of a rental rebate and no calculations will be processed for rental rebates.

Section 38 ADJUSTMENT OF ALLOWANCES FOR UTILITIES

As required by HUD regulations, utility allowance schedules will be reviewed on an annual basis to determine if subsequent adjustments are necessary. The BHA will release Request for Proposal for Utility Allowance studies. Upon receipt of proposals the selection will be conducted based on the procedure set forth in the proposal.

Because increases in allowances may increase all gross rents where families pay for some or all utilities, these allowances will be reviewed and adjusted, based on the updated completed study.

Section 39 Payment Standards/Fair Market Rents

The BHA has elected to reduce the Payment Standard to 100 % of the Fair Market Rent for the new fiscal year. The new payment standard will be implemented for all Re-certifications, Initials and Transfers. Annual Payment Standard adjustments will be implemented by the month of December for each year. There is no change in the payment standard for Rent Interims. If there is a bedroom change, the payment standard will remain in place until the next recertification process.

Section 40 ANNUAL ADJUSTMENT FACTORS

Only Moderate Rehab and Project-based units are subject to the HUD Annual Adjustment Factors for annual rent adjustments.

Voucher rent increases or adjustment are approved based on the approved rent reasonableness and comparability study conducted by an outside entity. All requests for rent increase and adjustment must be submitted in writing

Section 41 PROGRAM INTEGRITY ADDENDUM

This addendum establishes procedures for how allegation of fraud or abuse will be reviewed and processed.

INTRODUCTION

The U.S. Department of Housing and Urban Development (HUD) conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law.

HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

The BHA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The BHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines the BHA's policies for the prevention, detection and investigation of program abuse and fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will be BHA undertake an inquiry or an audit of a participating family arbitrarily. The BHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The BHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations.

However, the BHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the BHA'S attention, to investigate such claims.

The BHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. The BHA will follow up on referrals from other agencies companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules.

Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

Internal File Review. A follow-up will be made if BHA staff discovers (as a function of a certification or re-certification, an interim re-determination, or a quality control review), information or facts which conflict with previous file data, the BHA'S knowledge of the family, or is discrepant with statements made by the family.

Verification of Documentation. A follow-up will be made if the BHA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

B. STEPS THE BHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The BHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the BHA's expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted by the BHA staff for all prospective program participants, either prior to or upon issuance of a certificate or voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. The BHA will routinely provide participant counseling as a part of every re-certification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common area and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

Participant Certification. All family representatives will be required to sign a "Participant Certification" form, as contained in HUD's Participant Integrity Program Manual.

C. STEPS THE BHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The BHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Review. Prior to initial certification, and at the completion of all subsequent re-certfications, each participant file will be reviewed. Such review shall include, but are not limited to:

- Assurance that verification of all income and deductions is present.
- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents.
- Ratio between reported income and expenditures.
- Review of signatures for consistency with previously signed file documents.
- All forms are correctly dated and signed.

Observation. The BHA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins may be reviewed by Management and Staff.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

Credit Bureau Inquires. Credit Bureau inquires may be made (with proper authorization by the participant) in the following circumstances:

- At the time of final eligibility determination.
- When an allegation is received by the BHA wherein unreported income sources are disclosed.
- When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.

D. THE BHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The BHA staff will encourage all participating families to report suspected abuse to the Section 8 Department.

All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The BHA will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine:

- If the subject of the allegation is a client of the BHA and, if so, to determine whether or not the information reported BHA's been previously disclosed by the family.
- It will then be determined if the BHA is the most appropriate authority to do a follow-up (more so than police or social services).

Any file documentation of past behavior as well as corroborating complains will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the BHA will initiate an investigation to determine if the allegation is true or false.

E. OVERPAYMENTS TO OWNERS

If the landlord BHA's been overpaid as a result of fraud, misrepresentation or violation of the Contract, the BHA may terminate the Contract and arrange for restitution to the BHA and/or family as appropriate.

F. HOW THE BHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the BHA determines that an allegation or referral warrants follow-up, with the staff person who is responsible for the file, or a person designated by the Executive Director to monitor the program compliance will conduct the investigation.

The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below.

In all cases, the BHA will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the BHA's review.

Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, the BHA will review public records kept in any jurisdictional courthouse.

Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Interviews with Head of Household or Family Members. The BHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate BHA office. A high standard of courtesy and professionalism will be maintained by the BHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE BHA

Documents and other evidence obtained by the BHA during the course of an investigation will be considered "work product" and will either be kept in the participant's file or in a separate " work file." In either case, the participant's file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among BHA Staff unless they are involved in the process, or have information which may assist in the investigation.

H. CONCLUSION OF THE BHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation BHAs occurred, a violation BHAs not occurred, or if the facts are inconclusive.

I. EVALUATION OF THE FINDINGS

If it is determined that a program violation BHAs occurred, the BHA will review the facts to determine:

- The type of violation (procedural, non-compliance, fraud).
- Whether the violation was intentional or unintentional.
- What amount of money (if any) is owed by the family.
- If the family is eligible for continued occupancy.

J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation BHAs been documented, the BHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. **Procedural Non-compliance.** This category applies when the family "fails to" observe a procedure or requirement of the BHA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family.

Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment.

Failure to return verification in time period specified by the BHA.

(a) *Warning Notice to the Family.* In such cases a notice will be sent to the family which contains the following:

- A description of the non-compliance and the procedure policy or obligation which was violated.
- The date by which the violation must be corrected, or the procedure complied with.
- The action which will be taken by the BHA if the procedure or obligation is not complied with by the date specified by the BHA.
- The consequences of repeated (similar) violations.

2. **Procedural Non-compliance - Overpaid Assistance.** When the family owes money to the BHA for failure to report changes in income or assets, the BHA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:

- A description of the violation and the date(s).
- Any amounts owed to the BHA.
- A specified response period.
- The right to disagree and to request an Informal Hearing with instructions for the request of such hearing.

(a) *Participant fails to Comply with BHA's Notice.* If the Participant fails to comply with the BHA's notice, and a family obligation BHA's been violated, the BHA will initiate termination of assistance.

(b) *Participant Complies with BHA's Notice.* When a family complies with the BHA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule which was violated. The staff person will complete a Participant Counseling Report, give one copy to the family and retain a copy in the family's file.

3. Intentional Misrepresentation. When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpay for housing assistance by the BHA, the BHA will evaluate whether or not:

- The participant had knowledge that his/her actions were wrong, and
- The participant willfully violated the family obligations or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certification, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge or wrong-doing.

The participant willfully violated the law. Any of the following circumstance will be considered adequate to demonstrate willful intent:

- An admission by the participant of the misrepresentation.
- That the act was done repeatedly.
- If a false name or Social Security Number was used.
- If there were admissions to others of the illegal action or omission.
- That the participant omitted material facts which were known to him/her (e.g., employment of self or other household member).
- That the participant falsified, forged or altered documents.
- That the participant uttered and certified to statements at an interim (re)determination which were later independently verified to be false.

4. Dispositions of Cases Involving Misrepresentations. In all cases of misrepresentations involving efforts to recover monies owed, the BHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

(a) Criminal Prosecution: If the BHA BHAs established criminal intent, and the case meets the criteria for prosecution, the BHA will:

- Refer the case to HUD's RIGI, and terminate rental assistance.

(b) Administrative Remedies: The BHA will:

- Terminate assistance and execute an administrative repayment agreement in accordance with the BHA's Repayment Policy.

5. The Case Conference for Serious Violations and Misrepresentations. When the BHA BHAs established that material misrepresentation(s) have occurred, a Case Conference will be scheduled with the family representative and the BHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the BHA.

The purpose of such conference is to review the information and evidence obtained by the BHA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file.

Any documents or mitigating circumstance presented by the family will be taken into consideration by the BHA. The family will be given ten (10) days to furnish any mitigating evidence.

A secondary purpose of the Participant Conference is to assist the BHA in determining a course of action most appropriate for the case.

Prior to the final determination of the proposed action, the BHA will consider:

- The duration of the violation and number of false statements.
- The family's ability to understand the rules.
- The family's willingness to cooperate, and to accept responsibility for his/her actions.
- The amount of money involved.
- The family's past history.
- Whether or not criminal intent BHA's been established.

- The number of false statements.

6. Notification to Participant of Proposed Action. The BHA will notify the family of the proposed action no later than ten (10) days after the case conference by certified mail.

Unit Size & Tenant Rents

A family can select a larger unit than on the initial Voucher. Likewise, a family can also select a smaller unit than assigned on the Voucher as long as the unit meets HQS. The subsidy will be always based on the actual size of the unit and the utility allowance will be always based on the actual size of the unit bedrooms.

Section 42 TERMINATIONS AND FAMILY MOVES (TRANSFERS)

Families who move from the program area or who do not move in accordance with the provisions of their Lease and the Housing Assistance Payments Voucher Contract, will be terminated from the program. All families are given the opportunity to request an Informal Hearing, in writing, within ten days upon receipt of the notice of termination.

When a family is terminated from the Section 8 Program, the BHA will notify the next eligible household on its Waiting List and make available the Voucher to that applicant.

As noted in the Federal Regulations, participant families who want to move and do so in compliance with their Lease will be issued a new Housing Choice Voucher. Upon receiving Housing Authority approval of a new lease, the family will receive assistance after negotiation of a Housing Assistance Payment Contract/Voucher Contract with a new owner.

To be eligible for a Transfer, current rents must be paid in full and current unit void of damages exceeding the normal wear and tear in a dwelling unit.

The tenant must submit current proof of income, proof of consistent monthly rental payments, utility bills, a 30-60 day notice to the landlord and request the landlord to submit a letter of "Good Standing" before moving.

Participants will only be allowed to move once in a twelve month period except for instances cited in the Lease portion of this plan.

Should a family desire to move and the circumstances prevent a complete move before the first of the month, an overlap of HAP payments may be authorized by the BHA. Payment for the old unit for the month the family moves and the first HAP payment for new the unit.

In order to assure that families are aware of their responsibility at the time they sign the lease, it will be clearly indicated to participating families that they will be required to provide both the owner and the Housing Authority 30-60 days advance notice of any move to a new unit.

INFORMAL REVIEWS/HEARINGS AND APPEALS

If an applicant or program participant disputes a determination made by the BHA, an informal review/hearing must be requested in writing within (10) ten days of initial notice.

These review/hearings will be conducted by the Program Director or other BHA designee not directly involved in the initial decision.

The applicant/participant will be given a time and date to come in and be heard before a hearing officer and encouraged to bring sufficient documentation and representation to effectively support their disagreement.

After all evidence has been examined and discussed, a written determination will be sent to the applicant/participant either upholding or over ruling the previous decision.

For further details, please see policy on Informal Review/Hearings for a non-citizen.

INFORMAL HEARING PROCEDURES FOR NONCITIZEN

A non-citizen family may request an informal hearing with the BHA within 14 days of the mailing of the INS decision or within 14 days of notification of the BHA's decision to delay, terminate or deny assistance, or in lieu of an INS appeal.

For applicants, an informal hearing will be conducted by a person designated by the BHA (the actual person or a subordinate) who may or may not be the person who made or approved the decision. The BHA will notify the applicant family of its decision within 14 days of the informal hearing.

Following a review/hearing, the applicant or participant will be notified in writing within twenty (20) working days of the BHA's decision and the basis for the decision. In addition, the family may retain counsel or other representative, at its own expense, and be given an opportunity to present testimony and evidence in its favor.

After the participant has had a hearing and a determination is made, the results will be forwarded in writing to the individual.

Should the participant disagree with the decision, an opportunity will be given to request a Formal Hearing with a neutral person not affiliated with the BHA to hear the case and render a final determination. The BHA will exercise its right to either agree or disagree with the final decision depending upon the circumstances surrounding the initial termination.

GROUNDS FOR TERMINATION OR DENIAL OF HOUSING ASSISTANCE

The BHA will deny or terminate housing assistance to any participant based on the following:

Housing assistance to any family who breaches its program obligation, or commits fraud in connection with the program obligations, or other Federal Housing Assistance Programs.

Housing assistance to a family who owes money to the Bridgeport Housing Authority in connection with Public Housing or the Section 8 Program.

Housing assistance to a family when the head of household is a minor unless emancipated with appropriate documentation.

Families who fail to correct any serious violation it has caused within 24 hours and any other defect within 30 days or any BHA approved extension.

Families also have a responsibility to retain active utility services in their own name at all times.

Housing Assistance to any Section 8 Participant from the program, if the participant or any member of their household, or a guest or other person under their control engages in criminal activity, including drug-related criminal activity.

The participant does not have to be convicted of drug related charges in order for the termination to take place.

The Section 8 housing assistance will be terminated if the participant has a pattern of criminal activity and participates in drug-related crimes.

The BHA will **terminate** participation in the Section 8 Program to any person where the Housing Authority determines that there is reasonable cause to believe that the person's pattern of illegal use of a controlled substance or has a pattern of alcohol abuse in a way that may interfere with the health, safety, or the right to peaceful enjoyment of the premises by other residents. If there is a preponderance of evidence that the participant has engaged in criminal activity, this is also grounds for termination. The charge alone is sufficient for the decision to termination.

The BHA will consider the use of a controlled substance or alcohol abuse be a pattern if there is more than one incident during the previous twelve months.

The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the controlled Substance Act (21 U.S.C. 802).

"Engaged in or engaging in" violent criminal activity means any act within the past year by applicants or participants, household members, or guests which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against another, which [resulted in] [did or did not result in] the arrest and/or conviction of the applicant or participant, household members, or guests.

- The activity is being engaged in by any family member.
- The existence of the above-referenced behavior by any household member or guest, regardless of the applicant or participant's knowledge of the behavior, shall be grounds for denial or termination of assistance.
- In evaluating evidence of negative past behavior, the BHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

Persons convicted of manufacturing or producing methamphetamine on the premises of assisted housing. Premises is a building or complex in which the dwelling unit located, including common areas and grounds. This action requires permanent denial and termination of assistance.

The Section 8 participants will be terminated immediately if they are known to be fleeing prosecution, custody, or confinement after conviction. Upon request by a law enforcement officer, BHA will provide basic tenant information.

Failure to report any change in family status as it pertains to household members and family income will be cause for termination from the program.

In addition, no adult members will be added, except for a need for a live-in aide, marriage or medical exceptions at the discretion of the director.

The BHA will terminate any Section 8 Participant, if the participant or any member of their household engages in acts of Fraud against this program.

Such acts shall include, but are not limited to, sub-leasing a Section 8 subsidized unit, using unit for purposes other than dwelling, absent from the unit for more than 180 calendar days without documented approval.

Allowing unauthorized persons to dwell in the unit, and failure to report accurate income during interims and re-certifications.

These acts of fraud are just cause for termination from the Section 8 Program and may result in criminal prosecution against the responsible parties.

Families who fail to declare citizenship or eligible immigration status, fail to submit documentation by the specified deadline or any given extension, INS does not verify primary and secondary verification for immigration status, or the family does not pursue INS or BHA appeal will be terminated.

Families who have paid the Contract Rent for the current dwelling unit for a consecutive six month period (180 days) and the income update results in the participant having sufficient resources to cover housing expenses will be terminated from the Section 8 Program. The participant will be given the opportunity to request an Informal Hearing, in writing, within ten days upon receipt of the termination letter.

Head of Household and family members who have a Sex Offender's criminal record and is required under state law to register as such.

Section 43 CITY HOME/RENTAL ASSISTANCE PROGRAM

Effective May 2004, the City Homes Program was discontinued due to lack of funds.

The Housing Authority of the City of Bridgeport, hereinafter referred to as the "PHA", will participate in the development and administration of a HOME/RENTAL ASSISTANCE PROGRAM with funds provided by the U.S. Department of Housing and Urban Development and the City of Bridgeport, hereinafter referred to as " P. J."

The Program is designed to provide affordable rental housing for the low and very-low income families, as well as for individuals being displaced by government action and families involuntarily displaced by private action.

The PHA will assist in establishing a HOME Tenant Assistance Coordination Committee consisting of the Program Manager for the P.J.'s Department of Housing and the PHA's Director of Section 8. This coordinating committee will be charged with facilitating implementation of the HOME Tenant Assistance Program and with setting the priorities and concerns of the parties hereto.

The HOME/Rental Assistance Program will be equivalent to the Section 8 Voucher Program with some required modification to assure that this program operates in accordance with the regulations set forth in 24 CFR 92.504 at all times.

The HOME/Rental Assistance Program will establish a payment standard equal to the present payment standard in use by the Section 8 Voucher Program.

PROTECTION FOR FAMILIES

Families assisted under the HOME/Rental Assistance Program will be incorporated within the PHA's existing inventory of available Vouchers after the two year expiration date of participants.

The PHA has elected to issue or over issue to assure continuity of assistance for families whose HOME assistance is expiring.

LENGTH OF ASSISTANCE

HOME/Rental Assistance contracts between tenant, landlord and PHA cannot exceed two years. Assistance can be extended to participating tenants under subsequent allocations should the P. J. continue to administer a Tenant-Based Assistance Program.

PORTABILITY

Families assisted under the HOME/Rental Assistance Program must reside within the City of Bridgeport. Unlike the Section 8 Program, HOME Tenants cannot carry this assistance beyond this jurisdiction (Bridgeport).

INCOME TARGETING AND TENANT ELIGIBILITY

At least 90% of HOME funds used for rental housing and Tenant-based rental assistance must be used to assist families with a gross income not to exceed 60% of the median.

In-place residents of rental projects being rehabilitated by P.J. are eligible if their incomes do not exceed the Section 8 lower income limits of 80% median.

ELIGIBLE UNITS

1. Eligible tenants may rent any housing that:

    (a) Meet Section 8 Housing Quality Standards as established in HUD regulations 24 CFR 887.251.

(b) Rent for a reasonable amount compared to rents charged for comparable unassisted units.

2. Tenant-based rental subsidies may be used in units owned by P.J. or PHA that do not already receive a federally funded project-based assistance.

3. Unlike Section 8, HOME Tenant-Based Assistance may not be used to assist owners in cooperative units.

RECERTIFICATION

The income of tenants receiving rental assistance must be recertified at least annually. If a participating tenant income goes above the Section 8 lower income limits at recertification, assistance must be terminated.

Annual re-examinations and interim re-examinations will take place under the procedures outlined under the above titles of the Section 8 Administrative Plan.

SELECTION PROCEDURES

1. Families/Individuals displaced by government activities (i.e., housing code enforcement, health code violations, fire and police considerations).

2. In-place families/individuals residing in projects undergoing rehabilitation with related HOME funding.

3. Other families being involuntarily displaced.

4. Families/individuals who are residing in shelters.

Any other procedures not mentioned in this HOME/Rental Assistance will be carried out in accordance with the procedures listed in the Section 8 Administrative Plan.

MINIMUM TENANT RENT CONTRIBUTION

All families must pay at least $50.00 per month.

SECURITY DEPOSITS AND P. J. RESPONSIBILITY FOR TENANT DAMAGES AND VACANCY LOSSES

All families must pay the full security deposit not to exceed one (1) month's contract rent. BHA will not be responsible for tenant damages, loss of rent or vacancy losses.

Any procedures not covered under the HOMES Rental Assistance State Program will be based on those procedures outlined in the Administrative Plan (Voucher Program).

Section 44 MODERATE REHABILITATION PROGRAM

The Bridgeport Housing Authority (BHA) administers the Moderate Rehabilitation Program (MOD Rehab) which was designed to upgrade sub-standard rental housing and provide rental subsidies for low income families.

Once the owner have applied, subsequently determined eligible and finally approved, the rehabilitation work is commenced, completed, calculations for the base rent is done and the units are ready for occupancy.

Owners cannot occupy the rehabilitated units nor can Section 8 assistance be provided to any unit occupied by the owner.

There shall be a written agreement between the owner and the BHA. The agreement must state that upon completion of the rehabilitation in accordance with required specifications in the agreement, the BHA will enter into a Housing Assistance Payments Contract with the owner.

Moderate Rehabilitation HAP contracts were executed for a 15 year term. During the contract period, the subsidy is tied to the project, rather than the family.

Except for single room occupancy projects, no more contracts are being executed under the Moderate Rehab Program.

All units under the Moderate Rehab contract must be rented to eligible households using the same eligibility criteria as the regular Section 8 Certificate Program. The BHA maintains one waiting list for all applicants/participants. The applicant family will be matched with the unit size needed and any special features that are needed.

SELECTION PROCEDURES

Tenants who initially resided in the rehab unit had to be determined eligible under the Section 8 guidelines before being approved to participate.
All subsequent applicants/participants also must be determined eligible before moving into a Mod Rehab unit.

When there are vacancies, the owner must contact the BHA and applicants will be referred from the waiting list. If the owner has not received a suitable candidate within 30 days, the owner may advertise for applicants for the vacant unit. The family must be determined eligible by the BHA before unit inspection and lease up.

Eligible families will briefed on their rights and responsibilities under the program. The briefing shall consist of but not limited to:

- Information on Security Deposit, Tenant Rent and how it is determined.
- BHA's Utility Allowance Schedules Family and Owner responsibilities under the Lease and Contract.
- How the State and local laws affect them in Fair Housing Laws.
- The fact that the subsidy is tied to the unit as opposed to the family.
- The family's options should the family be required to move due to an increase or decrease in the family composition.
- The advisability and availability of blood lead level screening for children under seven years of age and HUD's requirements for inspecting, testing and possibly abating lead-based paint.
- Re-examination of Family income and composition.
- Interim re-examinations.
- Termination of tenancy.

Families residing in Mod Rehab units will be recertified annually on the anniversary of move-in dates.

The responsibilities of the owner and the family is set forth in the following documents of which both parties sign off on. **The Statement of Family Responsibility** is signed by the family head.

The **Addendum to Lease** is signed by both the owner and the family head.

Adjustments to the Contract Rent is scheduled on the anniversary date of the HAP Contract. Annual adjustments will be processed based on the current annual adjustment factors and the comparability of rents for unassisted units in and around the immediate vicinity.

The BHA will also follow the guidelines as set forth in HUD notices and regulations when approving rent adjustments (24 CFR 882.410). Rent Reasonableness will also be a strong determinant in arriving at a new base rent for Mod Rehab units.

The Mod Rehab HAP Contract may be terminated if the owner violates or fails to comply with HAP Contract obligations.

When a Mod Rehab Contract is terminated:

The BHA will issue certificates to current eligible tenants, using Mod Rehab funding authority.

If any current tenants are not eligible for continued assistance, certificates will be offered to applicants from the BHA waiting list (to the extent of the additional funding authority is available).

The Section 8 Existing Housing certificate rules apply except that the HAP contract may not extend beyond the term of the initial Mod Rehab contract. The certificates continue to be accounted for under the Mod Rehab ACC.

PROTECTION FOR FAMILIES

Families assisted under the MOD Rehab program will be issued regular Section 8 Certificates at the end of the 15 year HAP contract.

PORTABILITY

Families residing in Mod Rehab units are not eligible for the portability feature of this program. The subsidy remains with the unit as opposed to the family once they vacate.

RECERTIFICATIONS – RENT INTERIMS

All Mod Rehab participants will be recertified at least annually. The family's income and composition will be examined to determine continued eligibility. The actual dwelling unit must also be inspected annually and meet all the housing quality standards.

Interim procedures will be conducted as changes reported by the family head of household.

MINIMUM TENANT RENT CONTRIBUTION

All families must pay at least thirty percent of the adjusted income, or $50.00 minimum rent minus the utility allowance for the unit (whichever is greater).

SECURITY DEPOSIT

Effective 10/2/95, all families must pay the full security deposit not to exceed the maximum amount allowed under the law (usually one and a half month for families and one month for elderly families). The BHA is no longer responsible for tenant damages, loss of rent or vacancy losses under the new guidelines.

TERM OF LEASE

The initial lease between the family and the owner must be for at least one year. Any renewal or extension of the lease term for any unit must in no case extend beyond the remaining term of the contract.

HOUSING QUALITY STANDARDS

Owners will be required to maintain the units in safe, decent and sanitary conditions at all times. Units will be inspected on an annual basis in addition to request interim inspections either by the owner or the tenant.

PAYMENTS FOR VACANCY LOSS

The owner will be entitled to 80% of the Contract Rent for a vacant unit once it has been vacant for a period not to exceed 60 days.

No claims will be processed for any unpaid rents or damages based on the initial contract signed by the owner and the BHA.

Owners must inform the BHA immediately when a unit becomes vacant so that eligible applicants can be referred for consideration for tenancy.

Section 45 PROJECT-BASED CERTIFICATES

The regulations for administering project-based certificates are found in 24 CFR part 983.1. The rules for calculating income and allowances are the same as for the regular certificate program and are described in part 813. HUD does not provide separate funding for project based assistance.

The BHA will be utilizing funding received from the U.S. Department of Housing and Urban Development (HUD).

The funding will allow for 213 units of rehabilitated or newly constructed units. This funding was received under an allocation for the relocation of the Father Panik Village residents.

To be eligible for the program, a unit must require improvements costing a minimal of $1,000.00 or be a new construction.

The Project Program is designed to:

1) Rehabilitate rental units which are now substandard or have major building components which will soon need repair or replacement;

2) Provide a rental income to an owner that will repay rehabilitation costs, meet monthly operating expenses, and allow a reasonable profit on the owner's investment in the property;

3) Provide rental subsidies to low income families and elderly, handicapped or disabled persons living in the rehabilitated units;

4) Stabilizes targeted neighborhoods in the city in conjunction with other initiatives going on.

5) Provide other housing opportunities in neighborhoods that have vacant structures or land that will qualify housing for low income persons.

Owner of rental housing, vacant land or buildings, interested in participating in this program must submit an application which meets the program requirements described in this packet to the BHA.

BHA will review the applications and will immediately reject all applications that are incomplete, do not meet program requirements or were refused allocation.

Applications which clearly indicate that the proposed rehabilitation is not feasible will also be rejected. Owners will be notified of rejection within 30 days of the submission.

For those applications meeting the basic selection criteria, the BHA will inspect the owner's rental unit(s) or review design documents to determine the work items necessary to bring the unit up to Program standards and perform an in-house cost estimate of the repairs.

Where units are currently occupied, the BHA will determine if the tenant occupying the unit to be rehabilitated is eligible to receive rental assistance under the program. Also, BHA cannot subsidize the rents of units currently occupied by ineligible families. However, the owner may rehabilitate these units as part of a general upgrading of the property. The Authority will not allow ineligible families to be displaced.

When construction is ready to begin, the BHA will execute an Agreement to enter into a Housing Assistance Payments Contract (HAP), which guarantee the owner that, upon satisfactory completion of all specified improvements, the unit(s) will be placed under a contract at a specified rent.

Upon completion of all required improvements to the unit(s), the BHA and the owner will execute a five-year Housing Assistance Payments (HAP) Contract.

This contract establishes the rent for the units and describes the rights and responsibilities if the owner and the BHA throughout the five-year term.

The initial occupant of a rehabilitated unit may be either the owner's current resident or a family selected by the owner from the BHA's waiting list. Vacancies occurring after initial occupancy must come from the waiting list maintained by the BHA.

Tenants occupy the units and receive assistance by signing a lease with the owner and a statement of Family Responsibility with the BHA. The family pays approximately 30% of its income toward the rent, while the BHA makes up the difference between this amount and the approved Contract Rent in the form of monthly housing assistance payments directly to the owner.

Annually, the BHA adjusts the rent and tenant utility allowances (if warranted), reviews tenant income, calculates the tenant's share of the rent, and inspects housing conditions.

ELIGIBLE RENTAL HOUSING

Housing assisted under the Project-Based Program must be located within the City of Bridgeport. In general, any type of rental housing which requires at least $1,000.00 in eligible rehabilitation work is eligible.

The following special categories of housing are not eligible under this program.

Housing for which the construction is started before Agreement execution.

Generally, any units subsidized under any federal housing program within the past year.

Housing in which the mortgage is owned or held by HUD.

Nursing homes or housing located on the ground of any remedial institution. In general, any housing which provides continual medical and psychiatric services is ineligible.

Units for families with children located in high-rise elevator building.

Mobile Homes.

All housing assisted under the program must meet certain site and neighborhood performance requirements established by HUD regulations.

Sites must be of adequate size, must be served by adequate streets and private facilities and services, and must be located within a reasonable commuting distance of employment opportunities.

The BHA may disapprove sites which would unduly concentrate assisted housing in areas containing a high percentage of low income or minority persons or which otherwise fail to comply with Equal Opportunity regulations.

ELIGIBLE OWNERS

All owners of eligible property may participate in the program, except the following persons who are excluded during their tenure and for one year thereafter from participation because their relationship with the BHA or with the program would constitute a conflict of interest:

(1) Present or former members or officers of the BHA; (2) Employees of the BHA who formulate policy or influence decisions, with respect to the Section 8 Program;

(2) Public Officials or members of a governing body or State or Local Legislation who exercise functions or responsibilities with respect to the Project-Based Program; (4) Current members of or delegates to the Congress of the United States of America or resident commissioners.

ELIGIBLE TENANTS

Any current tenant of the proposed project must be eligible to participate in the program in order for that unit to be assisted. Tenant eligibility is based on three criteria:

The tenant must be either a low income family or an elderly, disabled or handicapped person. Other single persons who are currently in occupancy may be considered to avoid displacement.

- The tenant must have an annual income less than the applicable income limits released by the HUD Office annually.

- The tenant must now be occupying a suitable-sized unit or a suitable size unit must be available in the same building or complex after rehabilitation.

Generally, this requires that there be a living room, kitchen area and bathroom, and at least. one sleeping or living/sleeping room for each two persons in the household.

Except for husband and wife and very young children (three years of age and younger), persons of the opposite sex should not be required to occupy the same bedroom.

REHABILITATION STANDARDS-HOUSING QUALITY STANDARDS (HQS)

Housing units proposed for rehabilitation or new construction under the program will be inspected by the BHA for compliance with Housing Quality Standards set by HUD.
(A checklist of the HQS is included in this packet).

All deficiencies found in the BHA's inspection must be corrected by the owner as part of the owner's rehabilitation activity.

All Project-Based units will be inspected on an annual basis to insure that the units meet HQS.

Local Codes

In addition, housing units proposed for rehabilitation or new construction under the program will be inspected by the Department of Building Inspection for compliance with local codes.

All deficiencies found in this inspection must be corrected by the owner as part of the owner's rehabilitation activity.

Information about local codes may be obtained by calling the Housing Code Office and the Building Code Office of the City of Bridgeport.

Standards for Repair/Replacement of Major Building System or Components in Danger of Failure.

Eligible rehabilitation activities under this program include work to major building systems or components which will fail in two years.

Such work is limited to rewiring, new plumbing pipes, new boiler or furnace or heating distribution pipes, new roof and exterior structural elements.

Cosmetic, Optional or Routine Maintenance Items

Rehabilitation items not required by the BHA or The City of Bridgeport are not considered eligible work items under the program. If the owner elects to undertake cosmetic, optional, or routine maintenance work while also doing eligible work, only the cost of the eligible work will be taken into account in calculating the Contract Rent.

Required Energy-Conserving Improvements

Caulking and weather stripping are required in all units rehabilitated under the Project-Based Program. BHA will assist the owner to determine if other energy-conserving improvements are economically feasible.

Accessibility for the Handicapped

Property improvements to make a housing unit accessible to the physically handicapped are eligible under the program. If an owner anticipates making such improvements, BHA will assist in evaluating the work required to meet program and any state and local standards or requirements.

Rehabilitation Work Standards

All rehabilitation work under this program must be completed in a cost efficient and workmanlike manner. Extravagant or luxury quality improvement are not allowable. All work should be of sufficient quality to serve for the duration of the five-year HAP Contract.

Any improvements for which building permits are required must meet local Building Code quality standards.

TERMINATION OF CONTRACT RENTS FOR REHABILITATED UNITS

The Contract Rent for units will be calculated by HUD during the approval process prior to the execution of the HAP Contract.

Therefore, before the owner proceeds with the designated improvement, unit rents will be set.

Contract Rents

The Contract Rent is established by adding to the base rent the actual imputed monthly cost of the owner's rehabilitation loan.

BASE RENT + MONTHLY DEBT SERVICE = CONTRACT RENT

The Contract Rent plus an allowance for tenant-paid utilities cannot exceed BHA's Fair Market Rents (FMR) /Payment Standards (PS). Under this program, the regional HUD area office will set the rents for all eligible projects and in no case will they exceed the FMR'S indicated minus the utility allowance.

TENANT RENTS AND SECURITY DEPOSIT

All eligible tenants will pay no more than thirty percent of annual adjusted income minus utility allowance, ten percent of annual income minus utility allowance or the minimal rent in the amount of $50.00 minus utility allowance.

Should the owner require a Security Deposit, the tenant will be responsible for the total amount under state and local law.

SOURCES OF FINANCING FOR REHABILITATION

The Section 8 Project-Based Program does not provide rehabilitation financing.

However, the existence of a five year HAP Contract is often helpful in obtaining private financing.

Owners may use:

- Personal Cash
- Funds borrowed from private individuals or lending institutions.
- Local Community Development Block Grant funds (CDBG), if available.

FEDERAL REQUIREMENTS WHICH THE OWNER MUST MEET DURING REHABILITATION AND MANAGEMENT

An owner may be subject to a number of Federal laws and requirements.

For example, if nine or more units will be rehabilitated and assisted, the owner will be subject to various Labor Standard requirements, including Davis-Bacon Wage Rate Requirements.

In addition, the Authority will take into account various environmental laws and requirements in evaluating and selecting owner proposals.

Detailed information concerning all Federal requirements is available at the Authority's Office.

PROCESSING OF OWNER'S PROPOSALS

Owner proposals submitted to the BHA will be processed as follows:

Step 1 - Preliminary screening of proposal and disqualification of incomplete or clearly ineligible proposals.

Step 2 - Inspection of owner property to determine the work items necessary to bring the unit(s) up to program standards.

Step 3 - Preliminary financial feasibility analysis.

Step 4 - Selection/Rejection of owner proposal.

Step 5 - Submission of the owner's application to HUD for approval.

Step 6 - Owner preparation of work write-ups, bidding of work, selection of contractor, preparation of lease, obtaining of financing, and final determination of project feasibility. Review by BHA and HUD.

Step 7 - HUD approval of request and notifies the BHA to execute an agreement.

Step 8 - BHA and owner execution of an "Agreement to enter into a HAP Contract" guaranteeing that upon owner's satisfactory completion of all required work, the BHA will provide Housing Assistance Payments on behalf of eligible tenants occupying the rehabilitated unit(s).

Step 9 - Owner and contractor execution of a construction contract and completion of required work. BHA inspection of work during rehabilitation period.

Step 10 - Calculation of Contract Rent. BHA and owner execution of a "Housing Assistance Payments Contract" with a five year term.

Step 11 - Occupancy of the unit(s) by the assisted tenant(s) who may be the current eligible tenant(s) or tenant(s) selected by the owner from the BHA waiting list. Owner and tenant execution of an approved lease.

Step 12 - Housing Assistance payments on behalf of the tenant begin. Owner and BHA performance of all activities.

The owner may anticipate that Steps 1 through 7 will require from three to six months to complete, depending on the complexity of the required work, the owner's responsibility to obtain financing, and other factors, including HUD's review of the submission.

The amount of time required for construction activity will also be dependent on the size of the owner's structure and the complexity of the required work.

OWNER REQUIREMENTS FOLLOWING REHABILITATION

Following initial leasing of the assisted unit and during the entire period of the HAP Contract, the owner must fill all vacancies with eligible families referred by the Authority, using the owner's normal tenant selection procedures and standards.

The owner also must maintain the unit in standard condition and may not terminate a tenant except for tenant failure to comply with the lease or obligations under State or local tenant-landlord laws.

Annually, the BHA will process owner requests for rent adjustments.

Special Rent Adjustments may also be approved in certain circumstances. The owner may also be eligible to receive payments for certain Vacancy losses. No claims will be processed for any unpaid rents or damages. The owner must require a Security Deposit up front to cover anticipated losses. (See HAP Contract for limits on these claims).

The HAP Contract between the BHA and the owner has a term of five years.

It may not be terminated by the owner, and must be honored by any successive owner.

The BHA may terminate the Contract only for owner non-compliance with its provisions.

Details of these and other owner requirements may be obtained from the BHA staff.

Funding is now limited to five year terms. HUD no longer requires a leasing schedule.

HUD 2530 Previous Participation requirements have been eliminated as well as cost containment and intergovernmental reviews.

There is no longer a prohibition against housing which is HUD-owned or which has received a mortgage interest, project-based, construction or rehabilitation subsidy within the last five years.

Initial Contract Rents for non-HUD insured, non-BHA owned projects are established by the BHA based on the results of a State-certified appraiser.

TENANT SELECTIONS

Owners must lease all assisted units under HAP contract to eligible families.

Families who are already in place must be determined eligible before being leased up to be a participant in the project-based subsidy unit.

If an owner violates this requirement, the BHA must inform HUD of the violation and act on HUD's recommendations.

Should an assisted unit be vacant for 180 days, or occupied by an originally assisted tenant who has not needed assistance for the past 180 days, the BHA may reduce the owner's project-based assistance.

A thirty day notice will be given to the owner before reducing the number of assisted units.

The number of units may be reduced to the number actually leased (or available to be leased) plus 10%.

Families will be referred to the project-based properties from the BHA'S waiting list. If a family refuses a project-based certificate unit, or is rejected by the owner, the family maintains its place on the BHA'S waiting list for other subsidies (e.g. other project-based properties or the new housing choice voucher) which may be available.

Owners must notify the BHA when they have vacancies. All vacant units must be rented to eligible households referred by the BHA.

If the BHA does not send the owner sufficient applicants within 30 days of notification, the owner may advertise for Very Low Income tenants. These prospective tenants must be referred to the BHA for eligibility determination, but are not placed on the BHA's waiting list.

Owners will be responsible for screening tenants and must have a written tenant selection process. Applicants must be notified in writing if they have been rejected.

LEASING

The term of the Lease must be at least one year or the remaining term of the HAP Contract, whichever is less.

If a family is overcrowded or in an under utilized unit, the owner must move the family to the appropriate-sized unit in the property when one is available.

If the project does not have the correct size unit, the BHA must issue the family a housing choice voucher to move or assist in finding other standard housing. The family must not be forced to move unless it rejects the offer of an acceptable unit.

Owners may require prospective tenants who are offered accessible units, but do not need the specific unit features, to transfer to a non-accessible unit when one is available.

LENGTH OF ASSISTANCE

Project-Based assistance for owners and participants cannot exceed five years.

When a HAP Contract terminates or expires, the BHA will give the family a tenant-based housing choice voucher unless sufficient funding is not available.

PORTABILITY

Families assisted under the Project-Based Program must reside in the City of Bridgeport in the actual assisted unit.

The subsidy remains with the unit as opposed to the family. Once the family moves, they loose the rental assistance. If the family chooses to relocate and remain in the program after a year, a Housing Choice Voucher will be issued to the family.

RECERTIFICATION & RENT INTERIMS

All family income and family composition will be examined annually for continued eligibility to participate in the program. Should there be any reported changes before the recertification date, an interim adjustment will be conducted based on the information received.

Any other procedures not mentioned in this Project-Based Program will be carried out in accordance with the procedures listed in the Section 8 Administrative Plan.

Section 46 CENTRAL CONNECTICUT COAST YMCA, INC., SRO UNITS

The Bridgeport Housing Authority (BHA) will administer 102 Single Room Occupancy Units (SRO) on behalf of the Central Connecticut Coast YMCA, Inc. **commencing February 1, 2000.** The name of this special project will be called **"The Harrison Apartments ".** The BHA has entered a ten year Contract to administer these special Certificates for the above agency. **The Contract will expire January 31, 2010.**

OUTREACH PROCEDURES

The procedures for establishing outreach will consist of referrals from the Greater Bridgeport Community Mental Health Center's ACCESS Program. The ACCESS Program will in turn provide outreach to homeless individuals living on the streets, area emergency shelters, the Relocation Department of the City of Bridgeport and identified eligible individuals on the Bridgeport Housing Authority's waiting list.

SUPPORTIVE SERVICES

The supportive services and programs being designed by the YMCA will provide both individual and agency connections to individuals who have often been isolated and without a community network of supportive services.

The BHA will require the YMCA Service Coordinator to submit a quarterly report of the services being received by the residents who will reside in the facility.

The YMCA has secured commitments from the following agencies to provide the necessary supportive services.

Goodwill Industries of Western CT, Bridge House, Inc., Greater Bridgeport Mental Health Center, Southwest Community Health Center, Bridgeport Community Health Center and the Food for Thought Organization.

Temporary relocation of the remaining residents of the YMCA was conducted by the City of Bridgeport Relocation Office. The guidelines for the Connecticut Uniform Relocation Act was strictly followed in the relocation of these individuals

The implementation of this project will be governed by the procedures and policies of this Administrative Plan and HUD regulations.

Section 47 RELOCATION OF FATHER PANIK VILLAGE

EFFECTIVE FISCAL YEAR 2000, all Certificates will be converted to the New Housing Choice Voucher for all existing and new participants.

The Housing Authority of the City of Bridgeport will relocate three hundred and eight-five (385) families residing at Father Panik Village.

Two hundred and forty-five (245) Section 8 Certificates and one hundred and forty (140) Section 8 Vouchers have been approved for this Authority for the purposes of relocating those families.

These resources will not be made available to applicants on the Section 8 waiting list. The Certificates/Vouchers will be issued to eligible families residing at Father Panik Village.

Any Certificates/Vouchers not used for families residing at Father Panik Village will be issued to applicants on the Public Housing waiting list.

The Certificates/Vouchers will assist the Public Housing applicants who would remain on the waiting list longer because of the loss of Father Panik Village as a housing resource.

Two hundred and forty-five (245) Certificates will be issued to Father Panik Village residents as temporary housing. Replacement housing will be developed as permanent housing within three years.

One hundred (100) replacement units should be available by July 30, 1994, and an additional one hundred (100) should be available by September 1, 1995, and forty-five (45) new units by November 1, 1996. When the replacement units are available, the remaining use of Certificates will become Project-Based.

Families relocated from Father Panik Village will be given a choice to move to permanent replacement housing. If a family refuses to accept replacement housing, the family will be required to sign a waiver stating that the Housing Authority of the City of Bridgeport is relieved of any further responsibility to house said families permanently.

DETERMINATION OF ELIGIBILITY

Applicants on the Waiting List will be invited (in sequence) to complete an application to determine eligibility for assistance for the Section 8 Program.

BHA will offer to Waiting List Applicants a Housing Voucher depending on the availability.

BHA uses the following definition of family:

"Two or more persons living together who are related by blood, marriage or operation of law, or who show evidence of a stable relationship that has existed over a period of time." Minimal length of time is at least a 12 month period.

Elderly, handicapped, disabled and single persons are also considered to be a family.

BHA will issue a Housing Choice Voucher to:

1. very low income families, or

2. with HUD approval,

   (a) lower income families who would be or are actually displaced by Government Action.

   (b) participants with a Housing Voucher who were admitted to the Section 8 Program after June 30, 1984, who want to move to another unit with assistance and whose income is greater than 50% of median income.

In determining the number of bedrooms for which a family is eligible, the BHA will use the occupancy standards contained in HUD Handbook 7420.7, and by the further defining a very young child as a child three (3) years of age or younger.

Applicants will be required to certify to all information that is provided and to sign BHA verification forms, which permits release of information from verifying agencies.

The BHA will verify all information on income and other factors affecting eligibility in accordance with HUD Handbook 7420.7, during initial lease-up and/or recertification.

The Family will be asked to provide the office with the following documents:

1. Copies of Marriage Certificate/Divorce or Separation papers if applicable.

2. Copies of Birth Certificates for all members in the family composition.

3. Copies of Social Security cards for all members in the family composition.

4. Proof of all of income the family receives, and the utilities the family is responsible for.

The head of household and all family members 18 years and older will be asked to sign a third party income verification form authorizing this agency to request income verification directly from the source.

All other information needed affecting the family's income will be verified through a third party, if possible.

Once verifications are completed, the BHA will compute the Total Tenant Payment for applicants in the Certificate program, in accordance with 24 CFR Section 813.107.

The BHA will compute the estimate Housing Voucher subsidy for Voucher families in accordance with 24 CFR Part 887.351.

Section 48 HOMELESS PERSONS WITH DISABILITIES

Due to a reduction in funds and continual HUD cuts, the issuance of any new Vouchers will be severely limited.

The BHA will administer this special set-aside program on behalf of the Greater Bridgeport Mental Health Agency and the Office for Homeless Persons with Disabilities (HPWD).

This program is specifically designed for disabled homeless persons who reside in transitional housing facilities, families who have been documented and verified as being homeless or about to be homeless through no fault of their own, persons residing on the street and without shelter and people who are on the BHA's waiting list who qualify under the above descriptions.

In addition, families who are referred by other city agencies to the above mentioned key agencies and determined to be eligible to participate, will be processed accordingly.

The subsidy for Homeless Persons with Disabilities will be administered to the equivalent of the Section 8 Voucher Program to insure that it is implemented in accordance with the regulations set forth in 24 CFR 887.301.

The rental assistance for permanent housing and supportive services provided through the use of their rental voucher will be given on a priority basis to eligible persons who are indeed homeless and documented as being so by the various city components.

This initiative was designed to assist homeless disabled persons to move from transitional housing facilities for homeless people or other types of homeless situations into permanent housing. Under this initiative, an ongoing supportive service component must be available to participants for five years.

The Homeless Persons with Disabilities Program will be administered on the same equivalent as the Section 8 Voucher Program.

Payment standards will equal to the current payment standard in use by the Section 8 Voucher Program.

SELECTION PROCEDURES

Eligible families will be selected by the Office for Homeless Persons with Disabilities and the Greater Bridgeport Mental Health Agency. These two agencies along with other agencies providing various support services will conduct the initial interviews and screenings to determine eligibility to participate in the particular program. Families are subsequently referred to the BHA for further eligibility determination coupled with eligibility criteria for this agency. When all the necessary documentation has been obtained and verified, eligibility is determined and program guidelines are explained in detail to inform and enlightened the potential participant of their responsibilities under this program.

Any other procedures not mentioned in the HPWD program will be carried out in accordance with the procedures in the Section 8 Administrative Program.

HOUSING QUALITY STANDARDS

All units must be inspected for compliance with HQS at least annually. Should the owner and/or tenant fail to maintain the unit that is unsuitable under HUD guidelines, steps will be taken to correct the violation(s) as outlined in this Administrative Plan.

PORTABILITY

Families assisted under the HPWD program must reside within the City of Bridgeport. Unlike the regular Section 8 Program, HPWD participants cannot carry this assistance beyond the Bridgeport jurisdiction unless they can obtain the same supportive services that they require in Bridgeport in another town or jurisdiction.

RECERTIFICATION/RENT INTERIMS

The income of participants receiving assistance under the HPWD program must be recertified annually.

Annual re-examinations and interim changes will be processed according the procedures set forth in this administrative plan under the regular Voucher Program.

SECURITY DEPOSITS

All families must pay the full security deposit not to exceed one and one half month for families and one month for elderly.

The BHA will not be responsible for tenant damages, loss of rent or vacancy losses.

MEMORANDUM OF AGREEMENT
REGARDING ADMINISTRATION OF PEQUONNOCK RESIDENTS
SECTION 8 VOUCHER

Section 49

INTRODUCTION

Subject to the Pequonnock Apartment Settlement Agreement, the Housing Authority of the City of Bridgeport shall enter into an agreement with a mobility counseling agency, identified as Family Services Woodfield (FSW), to administer one hundred eighty-three (183) Section 8 Vouchers as awarded by the Department of Housing and Urban Development dated March 7, 2001.

PARTIES

Parties to this agreement are the Housing Authority of the City of Bridgeport, (BHA) Connecticut Department of Social Services, (DSS), and Family Services Woodfield, (FSW).

The Authority will comply with the terms of the Pequonnock Apartment Settlement Agreement.

PEQUONNOCK RELOCATION VOUCHERS

CHANGE OF ADMINISTERING AGENCIES

Effective December 31, 2002, the Bridgeport Housing Authority will commence administering the 183 Pequonnock Relocation Vouchers. The Contract expired on this date for Housing Opportunities Unlimited (HOU), the previous agency initially contracted to administer the 183 Pequonnock Vouchers. All files have been forwarded to the Section 8 Office for continued administration and maintenance of files. FSW will continue as the mobility counseling agency until all of the 100 replacement units are completed.

Currently, based on the Settlement Agreement, all available Pequonnock Relocation Vouchers will be issued to Low Income Public Housing applicants as they are referred from the Resident Selection Department.

The Pequonnock Relocation Vouchers are issued indefinitely to the initial residents and extensions will be granted every 120 days upon the written request of the Voucher recipient.

Section 50 SHELTER PLUS CARE ONE (1) CERTIFICATE PROGRAM

The Housing Authority of the City of Bridgeport, hereinafter referred to as the "Administering Agency", entered into An agreement and executed a Contract with the City of Bridgeport to administer a Shelter Plus Care Certificate Program. This Contract is effective from July 1, 2001 until January 31, 2005. The Greater Bridgeport Mental Health Center, as the sponsor, was awarded a Supportive Housing Program (SHP) grant under the Continuum of Care application in the amount of $515,160.00.

The City of Bridgeport, Central Grants Office (hereinafter referred to as the "Grant Manager" and the Administering Agency do mutually agree that the Administering Agency will provide the services and comply with the regulations and reimbursement policy specified in the schedules and exhibits indicated in the executed Contract. The Administering Agency will be paid an Administrative Fee in the amount of 8% of monies paid on a monthly basis.

The Administering Agency agrees to abide by the financial procedures for drawdown and reimbursement as established by the Grant Manager.

The Administering Agency will administer eleven (11) Shelter Plus Care (S+C) Certificates to serve the specified population as outlined in the original application to HUD. This project consist of the following breakdown:

Two (2) - One Bedroom Units Five (5) - Two Bedroom Units Four (4) – Three Bedroom Units

The S+C Program is designed to provide affordable rental assistance and supportive services to low and very-low income families who are disabled and homeless as defined by the Greater Bridgeport Mental Health Center and supportive service program guidelines.

TERMINATION OF CONTRACT

All parties shall have the right to terminate the Contract with a thirty day notice.

INITIAL PROCESSING

Families are routinely referred to the Administering Agency to be processed for eventual rental assistance once the applicant has located suitable and eligible housing based on program guidelines.

All income will be verified through Third Party Sources and cannot be more than 60 days old at admission and 120 days for annual re-certification.

The processing of the paperwork for the S+C program will be the equivalent of the former Section 8 Certificate Program.

Each family will pay at least 30% of their adjusted income towards the Contract Rent, not to exceed 40%. The remaining balance will be paid from a general account by the Administering Agency. The City of Bridgeport, Central Grants Office will be billed for the amount paid including the 8% administrative fee on a monthly basis.

PROTECTION OF FAMILIES

What happens to the clients if the funds are depleted?

LENGTH OF ASSISTANCE

The S+C Program contract will expire January 31, 2005. Assistance can be extended to participating clients under subsequent allocations should the sponsor apply for additional funds.

PORTABILITY

Families assisted under the Shelter Plus Care Program must reside throughout the greater Bridgeport area.

ELIGIBLE UNITS

Eligible participants may rent any unit that meet the Housing Quality Standards as established in the HUD guidelines. The rent must also be reasonable compared to both assisted and un-assisted units in the greater Bridgeport area.

RE-CERTIFICATION

The income of tenants receiving rental assistance must be recertified at least annually. Annual Re-certifications, Rent Interims and Transfers will be processed in accordance with the Section 8 Administrative Plan.

SELECTION PROCEDURES

All eligible families are referred by the S+C Program Coordinators. These are families who have been determined eligible under the guidelines and are both disabled and homeless.

MINIMUM TENANT RENT

All families must pay at least a minimum rent of $50.00.

SECURITY DEPOSIT

All families must pay the full Security Deposit not to exceed on month's Contract Rent. The Administering Agency nor the City of Bridgeport will be responsible for tenant damages, loss of rent or vacancy loss.

Section 51 SHELTER PLUS CARE TWO (2) CERTIFICATE PROGRAM

The Housing Authority of the City of Bridgeport, hereinafter referred to as the "Administering Agency", entered into an agreement and executed a Contract with the City of Bridgeport and The Connection Fund, Inc. (hereinafter referred to as the "Service Provider") to administer a Shelter Plus Care Certificate Program. This Contract is effective from September 17, 2002 until September 16, 2007. The Administering Agency and the Service Provider agrees to comply in all aspects of the duties, responsibilities and requirements imposed by this Agreement, the Grant Manager, all funding sources and the City of Bridgeport.

It is mutually agreed that the Service Provider is an independent sub-contractor and this agreement is a Contract for services and not for employment.

The Administering Agency anticipates expenditures of $233,640.00 in the performance of the services under this contract and agrees to expend these funds in accordance with the proposed budget of the above amount.

The Administering Agency agrees to abide by the financial procedures for drawdown and reimbursement as established by the Grant Manager.

The City of Bridgeport, Central Grants Office (hereinafter referred to as the "Grant Manager" and the Administering Agency do mutually agree that the Administering Agency will provide the services and comply with the regulations and reimbursement policy specified in the schedules and exhibits indicated in the executed Contract. The Administering Agency will be paid an Administrative Fee in the amount of 8% of monies paid on a monthly basis.

The Administering Agency will administer six (6) Shelter Plus Care (S+C) Certificates to serve the specified population as outlined in the original application to HUD. This project consist of Six (6) - One Bedroom Units.

The S+C Program is designed to provide affordable rental assistance and supportive services to low and very-low income single women with no children who are disabled, homeless and have former substance abuse problems.

TERMINATION OF CONTRACT

All parties shall have the right to terminate the Contract with a thirty day notice.

INITIAL PROCESSING

Families are routinely referred to the Administering Agency by the coordinator of The Connection Fund, Inc. to be processed for eventual rental assistance once the applicant has located suitable and eligible housing based on program guidelines.

All income will be verified through Third Party Sources and cannot be more than 60 days old at admission and 120 days for annual re-certification.

The processing of the paperwork for the S+C program will be the equivalent of the former Section 8 Certificate Program. Each family will pay at least 30% of their adjusted income towards the Contract Rent, not to exceed 40%. The remaining balance will be paid from a general account by the Administering Agency. The City of Bridgeport, Central Grants Office will be billed for the amount paid including the 8% administrative fee on a monthly basis.

PROTECTION OF FAMILIES

What happens to the clients if the funds are depleted?

LENGTH OF ASSISTANCE

The S+C Program contract will expire September 16, 2007. Assistance can be extended to participating clients under subsequent allocations should The Connection Fund, Inc. apply for additional funds.

PORTABILITY

Families assisted under the Shelter Plus Care Program must reside throughout the greater Bridgeport area.

ELIGIBLE UNITS

Eligible participants may rent any unit that meet the Housing Quality Standards as established in the HUD guidelines. The rent must also be reasonable compared to both assisted and un-assisted units in the greater Bridgeport area.

RE-CERTIFICATION

The income of tenants receiving rental assistance must be recertified at least annually. Annual Re-certifications, Rent Interims and Transfers will be processed in accordance with the Section 8 Administrative Plan.

SELECTION PROCEDURES

All eligible families are referred by the S+C Program Coordinators. These are families who have been determined eligible under the guidelines and are both disabled and homeless.

MINIMUM TENANT RENT

All families must pay at least a minimum rent of $50.00.

SECURITY DEPOSIT

All families must pay the full Security Deposit not to exceed on month's Contract Rent. The Administering Agency nor the City of Bridgeport will be responsible for tenant damages, loss of rent or vacancy loss.

Nicholas Calace
Executive Director
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TDD#. 1-800-545-1833 Ext. 226
www.bridgeporthousing.org

Commissioners
Rosa J. Correa
Deborah Sims
Cathleen Simpson
Kathleen Vila
George Ochs

Housing Authority of
the City of Bridgeport

2005 FAIR MARKET RENTS

CONTRACT RENTS INCLUDING

ALL UTILITIES, STOVE AND REFRIGERATOR

OBD	1BD	2BD	3BD	4BD	5BD	6BD
615	790	925	1105	1316	1513	1711

2005 VOUCHER PAYMENT STANDARDS ALL INCLUSIVE

OBD	1BD	2BD	3BD	4BD	5BD	6BD
677	869	1018	1216	1448	1664	1882

SHELTER PLUS CARE I

1BD	2BD	3BD
780	918	1146

SHELTER PLUS CARE II

1BD
721

NEW ERA COURT

1BD	2BD	3BD
1086	1086	1216

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the City of Bridgeport

SECTION 8
INCOME LIMITS 2005

EFFECTIVE: February 2005

Family Size	Low Income	Very Low Income	Extremely Low Income
1	$40,600	$26,800	$16,100
2	$46,400	$30,650	$18,400
3	$52,200	$34,450	$20,700
4	$58,000	$38,300	$23,000
5	$62,650	$41,350	$24,800
6	$67,300	$44,450	$26,650
7	$71,900	$47,500	$28,500
8	$76,550	$50,550	$30,350

Memorandum of Agreement (MOA)
Part B
Performance Targets and Strategies

US Department of Housing and Urban Development

Office of Public and Indian Housing

HUD TEAM:
Teresa Smith, Public Housing Revitalization Specialist
Toni McGant, Facilities Management Specialist
Howard Grant, Financial Analyst

PHA Name: Bridgeport Housing Authority **PHA FYE: 9/30** **MOA Term: 10/1/2005-9/20/2006**

Monthly Progress Report

For

Reporting Period Ending

I certify that

all of the information in this report is true and accurate, to the best of my knowledge; This information has been / will be shared with the Board.

_____ _____

Nicholas Calace, Executive Director Date
Bridgeport Housing Authority

Operational Area: 1. GOVERNANCE

Targets and Strategies	Final Performance Target	Estimated or Actual Completion Date	Comments
1.1 Monitor implementation of MOA			
A. Review, monitor and approve MOA progress at monthly Board meetings.	Monthly reviewing and monitoring of MOA.	Ongoing	
B. Monthly Board Report From BHA to Board that includes: a. number of move-outs by project b. number of move-ins by project c. number of days vacant by project d. number of over-housed families e. number of under-housed families		Ongoing	
C. Submit monthly MOA progress reports to HUD including Board concurrence.	Monthly	Ongoing	

Operational Area: 2. ORGANIZATION AND STAFFING

Targets and Strategies	Final Performance Target	Estimated or Actual Performance Target	Comments
2.1 Review, Develop and Implement Position Description and Staff Performance Standards			
A. Develop performance appraisal format for Executive Director including evaluation and time frames.		11/30/05	
B. Implement position descriptions and performance standards for all staff		12/31/05	10/15/05 HUD: Format acceptable –provide HUD with detailed discriptions
C. Conduct evaluation of staff performance and document in accordance with policy.		12/31/05	
D. Update personnel policies and procedures to include position selection, promotions, disciplinary actions, etc.		11/30/05	HUD – Policy under review by HUD. New Completion date
2.2 Training Needs			
A. Perform a comprehensive training needs assessment for entire staff , including Security awareness as required under UIV Review (See 2.D for priority of maintenance staff)	Skills Determined	12/31/05	
B. Develop a training plan using needs assessment for all staff including management staff.		12/31/05	
C. Obtain and conduct training to enhance employee skills	Skills determined	9/30/06	
D. Assess maintenance employee skills to determine employees training needs.	Trained staff	11/30/05	

E. Conduct and document annual Security Awareness Training based on UIV requirements.		12/30/05	

Operational Area: 3. FINANCE AND PROCUREMENT

Targets and Strategies	Final Performance Target	Estimated or Actual Completion Date	Comments
3.1 Improve PHA Procurement Practices			
A. Develop an agency-wide procurement plan to determine need for upcoming procurement activities.	**Plan developed**	**12/31/05**	10/19/05: Contracting Officier hired
B. Ensure that procurement files have adequate documentation from information that may be managed by other departments and that there is one master file for each procurement action.		**4/30/06**	
3.3 PILOT			
A. Obtain a copy of PILOT Agreement.		**11/30/05**	10/15/05 HUD: Provide documentation from city that no payment is owed for previous year PILOT.

Operational Area: **4. HOUSING MANAGEMENT**

PHAS Performance Targets **Indicator #: 3.1 Name: Vacant Unit Turnaround Time**	**As of** **As of** **9/30/05**	**Current Rate**	**Final Performance Target 30 Days**
Refers to days certified on HUD Form 50072	**182**		
Targets and Strategies	**Final Performance Target**	**Estimated or Actual Completion Date**	**Comments**
4.1 Reduce vacant unit turnaround time.			
A. Monitor tracking system to determine which category exceeds reasonable times for preparing and re-leasing vacant units. Down time should range 1 – 2 days, Make Ready time should range 20 – 25 days and Lease –up time should range 2 –3 days.	30 days	ongoing	

Operational Area: 5. PROPERTY MAINTENANCE

Target and Strategies	Final Performance Target	Estimated or Actual Completion Date	Comments
5.1 Improve Physical Conditions			
A. Improve overall PASS score.	>25 points	12/31/2005	Increase PASS score for 9/30/05 PHAS report.
B. Increase the REAC Inspection score especially at the following Developments:			
Atlantic Condominiums, CT023	> 18		
Marina Village, CT002A	> 18		
Trumbull Gardens Townhouses, CT045	> 18		
Charles F. Greene Homes, CT006	> 18		
Sheridan Project, CT035	> 18		
Trumburll Gardents High Rise, CT044	> 18		
Project 27, CT027	> 18		
Scattered Sites, CT033	> 18		
Park Avenue, CT037	> 18		
Project 41, CT041	> 18		
Poplar Street, CT038	> 18		
Velvet Street, CT029	> 18		
Marlboro Court	> 18		
Harbor View Towers, CT009	>18		
HUD REO Acq. CT050	>18		
Boston Commons CT022	>18		
Shelton & Beecher St. CT053e	>18		
Targets and Strategies	**Final Performance Target**	**Estimated or Actual Completion Date**	**Comments**

C. Update Physical Needs Assessment developed by contractor. Analyze the most recent physical inspection reports by REAC to identify widespread/ systemic deficiencies. Report findings to Board and HUD.	Assessment completed	3/31/06	
D. Implement a plan to correct identified deficiencies in accordance with capital plan and present plan to HUD.	Plan implemented	3/31/06	
E. Schedule a limited inspection of all development to prepare for REAC Inspections	Inspections conducted	9/30/06	10/20/05 HUD: Based on documentation submitted, 40 units inspected only 11 passing, BHA should continue inspections.
F1. Complete inspect regularly of locks at Green Homes	Doors and locks replaced	Ongoing	
F2. Evaluate effectiveness of locks at Green Homes, and develop NEW strategy for door and lock security.	Broken Locks	12/31/05	10/20/05 HUD: The documents submitted regarding the inspections of locks at GH indicates they are always broken. The current locks and procedures are not working- the BHA must develop a new strategy
G. Test, analyze and purchase different types of devices to alleviate mold forming in units in Marina Village and Green Homes	Mold alleviated	12/31/05	
H. Test, analyze and purchase different types of devices to prevent damage to security cameras.	Damage prevented	12/31/05	
5.2 Maintenance Operations			
A. Update and implement policies and procedures governing all maintenance operations, including procedures for handling REAC generated Emergency Work Orders, incorporate LBP and asbestos handling concerns, and emphasize safety for workers and residents.	Procedures in place	3/31/06	
B. Develop and implement a Preventative Maintenance Plan and submit it to HUD.	Plan submitted	3/31/06	10/20/05 HUD: Under review
Targets and Strategies	**Final Performance Target**	**Estimated or Actual Completion Date**	**Comments**
5.3 Energy Conservation			

A. Complete energy audits for all developments; and identify all energy conservation measures (ECMs) and payback periods associated with each.	Audit conducted	12/31/05	
B. Revise CFP Annual Statements and/or Five-Year Action Plan to incorporate ECMs.- FOR FY 07 PHA Plan	Statements revised	12/31/05	

Operational Area: 6. CAPITAL FUNDS

6.1 Replacement Public Housing Units	**Units Required**	**In progress**	**Online PHU's**	**Total Complete**	**Comments**
A. Father Panik.	1063 (includes 246 Sec. 8)	TBD	536 (includes 43 Sec 8)		
B. Pequonnock.	100 units to be replaced which the city will identify the sites. 183 Section 8 given out.	28			
City Replacement Units A. Father Panik B. Pequonnock	 35 100		 0 0		

Operational Area: 7. SECURITY

Targets and Strategies	**Final Performance Target**	**Estimated or actual Completion Date**	**Comments**
7.1 Establish and Maintain awareness of security issues.			

A. Periodically obtain a report of crimes and incidents reported to local Law Enforcement. Report should be organized by development.	Ongoing	11/30/05 then ongoing	
B. Evaluate crime report to ensure services that are being contracted for are being received.	Ongoing	11/30/05 then ongoing	
7.2 Reduce Crime and improve the quality of life in the PHA's development.			
A. Develop plan for providing security based on the results of analysis.	Plan developed	12/31/05	
B. Identify funding source for future security needs.	Sources identified	12/31/05	
D. Develop a system for tracking and reducing crime indicators at developments.	System Developed	12/31/05	

Operational Area: 8. Resident Services and Initiatives

Targets and Strategies	Final Performance Target	Estimated or actual Completion Date	Comments
8.1 Resident Councils			
A. Determine need for social worker. Identify community resources for social worker services.	Community resources	11/30/05	10/20/05 HUD: Provided an update on agreement and status of RFQ
8.2 Scholarship Fund			
A. Determine if agreement with Greater Bridgeport Area Foundation complies with HUD requirements for sub-grantees or contract administrators.	Determination made	10/31/05 Completed	Determination made- Agreement d id not comply with HUD requirements for sub-grantees or contact administrators.
B. Determine if agreement was properly procured.	Determination made	10/31/05 Completed	Determination made – Agreement was not properly procured.
C. Determine if program comply with HUD's cash management requirements	Determination made	10/31/05 Completed	Determination made- Program did not comply with HUD's cash management requirements.
D. Facilitate the award of scholarships.	Determination made	11/30/05	
8.3 Increase customer satisfaction based on the results of the REAC Customer Satisfaction survey.			
A. Analyze the results of the REAC survey to determine areas of weakness and strengths.	10		
Targets and Strategies	**Final Performance Target**	**Estimated or actual Completion**	**Comments**

		Date	
B. PHA Document and certifies Implementation Plan activities via the Internet.	2		
C. Develop a Follow-up Plan to address identified weaknesses and build on strengths. Ensure the Plan includes Maintenance and Repairs; Communications; Safety; Services; Development Appearance; and Overall Satisfaction. Seek input from resident leadership & resident groups. Include a data collection process for on-going measurement of the level of customer satisfaction	3		\
D. Implement the Follow-up Plan (if needed).			
E. Prepare for and promote the next annual REAC Customer Satisfaction Survey.	10		

Operational Area: 9. Management Information Systems

Targets and Strategies	Final Performance Target	Estimated or Actual Completion Date	Comments
9.1 Identify and correct the problems with the Public and Indian Housing Information Center (PIC).			
A. Determine that all development numbers, buildings and units in PIC agree with the signed ACC.	Accurate data	11/30/05	10/20/05 HUD: Determine if all development numbers, buildings and units in PIC agree with signed ACC, if discrepancies exist provided HUD with letter justifying the difference. 10/20/05 HUD: DOAF and EIOP dates for alpha units under CT001053
B. Submit monthly report to HUD showing progress on reporting unit 100% reporting has been achieved in the public housing program.	Accurate data	On going	

Operational Area: 10: Monitoring and Compliance

Targets and Strategies	Final Performance Target	Estimated or Actual Completion Date	Comments
10.1 CSSR Review			
A. Non-complaint with implementation of Notice PIH 2003-17		12/31/05	
B. Amend lease to comply with CSSR		2/28/05	
10.2 UIV/EIV Review			
A. Develop current security policies and procedures		1/30/05	
B. Maintain records of all UIV System users		1/30/05	
C.Ensure that UIV users has and users his/her own user ID and password		1/30/05	
D. Maintain copies of signed access and authorization and user agreement forms		1/30/05	
E. Determine how BHA will dispose of UIV information once data has been used and served its purpose		1/30/05	
10.3 IPA Audit 2004-CT-001			
A. Finding 04-1 Reporting		12/15/05	
B. Finding 04-2: Eligibility – Documentation of supporting eligibility, income and rent in LR program		12/15/05	
C. Finding 04-3: Eligibility – Incorrect rent calculation based on file documentation.		12/15/05	
D. Finding 04-4: Equipment and real property management		12/15/05	
E. Finding 04-5: Allowable cost/cost principles- Using low-income operating funds and Section 8 reserves without prior board or HUD approval		12/15/05	

Targets and Strategies	Final Performance Target	Estimated or Actual Completion Date	Comments
F. Finding 04-6: Allowable Cost/Cost Principles – Payment of stipends in excess of federal requirements and tuition payments in excess of BHA policy		12/15/05	
G. Finding 04-7- Reporting: BHA has not implemented a schedule for Capital Fund		12/15/05	
H. Finding 04=9: Eligibility/Reporting – documentation of supporing the determination of eligibility, income and rent in the Section 8 program.		12/15/05	
10.5 Procuremnt Review			
A. Finding # 6 – Clarence Craig – Park City Hospital			
B. Finding # 7 – Clarence Craig – Park City Hospital			
C. Finding # 8 – Clarence Craig – Park City Hospital			
D. Finding #11 – BHA's Procurement			
E. Finding #12 – BHA's Contract Register			
F. Finding # 13 – Contract Files			
G. Finding #14 – Contract Files –Legal Procurement			