

PHA Plans

Streamlined 5-Year/Annual Version

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

OMB No. 2577-0226
(exp 05/31/2006)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief to certain PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Information in PHA plans is publicly available.

Streamlined 5-Year Plan for Fiscal Years 2005 - 2009

Streamlined Annual Plan for Fiscal Year 2005

NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue. Full reporting for each component listed in the streamlined Annual Plan submitted with the 5-year plan is required.

Streamlined Five-Year PHA Plan Agency Identification

PHA Name: Lackawanna Municipal Housing Authority **PHA Number:** NY-029

PHA Fiscal Year Beginning: 07/2005

PHA Programs Administered:

- Public Housing and Section 8** **Section 8 Only** **Public Housing Only 491**
Number of public housing units: Number of S8 units: Number of public housing units:
Number of S8 units:

PHA Consortia: (check box if submitting a joint PHA Plan and complete table)

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

Public Access to Information

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

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

Display Locations For PHA Plans and Supporting Documents

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

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

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

- Main business office of the PHA

- PHA development management offices
- Other (list below)

Streamlined Five-Year PHA Plan PHA FISCAL YEARS 2005 - 2009

[24 CFR Part 903.12]

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)

B. Goals

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

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

- PHA Goal: Expand the supply of assisted housing
Objectives:
 - Apply for additional rental vouchers:
 - Reduce public housing vacancies:
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other (list below)
- PHA Goal: Improve the quality of assisted housing
Objectives:
 - Improve public housing management: (PHAS score) **93**
 - Improve voucher management: (SEMAP score)
 - Increase customer satisfaction:
 - Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)
 - Renovate or modernize public housing units:
 - Demolish or dispose of obsolete public housing:
 - Provide replacement public housing:
 - Provide replacement vouchers:
 - Other: (list below) **Systematically Lead Abate Remaining Units containing**

Lead Paint through Capital Fund Leveraging (Approximately 90 Units)

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

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

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

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

- 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) **Collaboration with various agencies**

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

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:
 - Undertake affirmative measures to ensure access to assisted housing regardless of

- race, color, religion national origin, sex, familial status, and disability:
- Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
 - Other: (list below)

Other PHA Goals and Objectives: (list below)

Pursue all avenues and programs available to offer residents skills and readiness for employability through education seminars, classes, GED certification, etc.

New Learning Resource Center opened in Spring 2003; Learning Resource Center has acquired Section 501C-3 status and is actively pursuing funding to perpetuate project

Streamlined Annual PHA Plan PHA Fiscal Year 2005 [24 CFR Part 903.12(b)]

Table of Contents

Provide the following table of contents for the streamlined Annual Plan submitted with the Five-Year Plan, including all streamlined plan components, and additional requirements, together with the list of supporting documents available for public inspection.

A. ANNUAL STREAMLINED PHA PLAN COMPONENTS

<input checked="" type="checkbox"/>	1. Housing Needs	6
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<input checked="" type="checkbox"/>	3. Policies on Eligibility, Selection and Admissions	11
<input checked="" type="checkbox"/>	4. Rent Determination Policies	19
<input checked="" type="checkbox"/>	5. Capital Improvements Needs	22
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<input checked="" type="checkbox"/>	9. Additional Information	
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	i. Resident Advisory Board Membership and Consultation Process	
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	iii. PHA Statement of Consistency with Consolidated Plan	
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<input type="checkbox"/>	14. Other (List below, providing name for each item)	

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

For attachments, please refer to Section II for Table of Contents for Attachments

Form HUD-50077, PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;

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

For PHAs APPLYING FOR CAPITAL FUND PROGRAM (CFP) GRANTS:

Form HUD-50070, Certification for a Drug-Free Workplace;

Form HUD-50071, Certification of Payments to Influence Federal Transactions;

Form SF-LLL & SF-LLLa, Disclosure of Lobbying Activities.

Executive Summary (optional)

[903.7(r)]. If desired, provide a brief overview of the contents of the streamlined 5-Year/Annual Plan.

1. Statement of Housing Needs [24 CFR Part 903.12 (b), 903.7(a)]

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

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

Housing Needs of Families on the PHA’s Waiting Lists			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	45		61
Extremely low income <=30% AMI	12	.2666	
Very low income (>30% but <=50% AMI)	30	.6666	
Low income (>50% but <80% AMI)	3	.0666	
Families with children	6	.1333	
Elderly families	7	.1555	
Families with Disabilities	10	.2222	
Race/White	20	.4444	
Race/Black	23	.5111	
Race/Asian	1	.0222	
Race/American Indian	1	.0222	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	33	.7333	
2 BR	6	.1333	
3 BR	3	.0666	
4 BR	2	.0444	
5 BR	1	.0222	
5+ BR	0	N/A	
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed?			
<input type="checkbox"/> No <input type="checkbox"/> Yes			

B. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families on the PHA's public housing and Section 8 waiting lists **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

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

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

Select all that apply

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

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

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

Select all that apply

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

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

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

Select all that apply

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

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

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

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)

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) **Section 504 Conformity**

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 903.12 (b), 903.7 (c)]

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

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2005 grants)		

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
a) Public Housing Operating Fund	\$1,723,444.00	
b) Public Housing Capital Fund	\$1,200,000.00	
c) HOPE VI Revitalization	N/A	
d) HOPE VI Demolition	N/A	
e) Annual Contributions for Section 8 Tenant-Based Assistance	N/A	
f) Resident Opportunity and Self-Sufficiency Grants	N/A	
g) Community Development Block Grant	N/A	
h) HOME		
Other Federal Grants (list below)	N/A	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
CFP 50103	\$111,180.78	
CFP 50203	\$68,330.00	
3. Public Housing Dwelling Rental Income		
	\$1,369,200.00	
4. Other income (list below)		
Investment	\$17,200.00	
4. Non-federal sources (list below)		
Excess Utilities, Laundry, Sales & Service, Late Fees, Non-Dwelling Lease Income	\$27,450.00	
Total resources	\$4,516,804.78	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.12 (b), 903.7 (b)]

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: **First Five (5) applicants on a Preference Based Waiting List**
 - When families are within a certain time of being offered a unit: (state time)
 - Other: **During final interview - verification of background and proper documentation of incomes sources.**

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

- Criminal or Drug-related activity*
- Rental history*
- Housekeeping
- Other (describe) **CREDIT REPORT**

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) **Separate Elderly and Family Based Waiting Lists**

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

- PHA main administrative office
- PHA development site management office
- Other (list below) **Future Web Site**

c. Site-Based Waiting Lists-Previous Year

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to d.

Site-Based Waiting Lists				
Development Information: (Name, number, location)	Date Initiated	Initial mix of Racial, Ethnic or Disability Demographics	Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL	Percent change between initial and current mix of Racial, Ethnic, or Disability demographics

2. What is the number of site based waiting list developments to which families may apply

at one time? _____

3. How many unit offers may an applicant turn down before being removed from the site-based waiting list? _____

4. Yes No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

d. Site-Based Waiting Lists – Coming Year

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

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

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

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

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

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

(3) Assignment

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

- One
- Two
- Three or More

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

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

(4) Admissions Preferences

a. Income targeting:

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

b. Transfer policies:

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

- Emergencies
 Over-housed
 Under-housed
 Medical justification
 Administrative reasons determined by the PHA (e.g., to permit modernization work)
 Resident choice: (state circumstances below)
 Other: (list below) **Unit Containing Potential Lead, Hardship, Non-Peaceful situations as determined by Director**

c. Preferences

1. Yes No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection **(5) Occupancy**)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

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

Other preferences: (select below)

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

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space

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

Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

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

4. Relationship of preferences to income targeting requirements:

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

(5) Occupancy

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

- The PHA-resident lease
- The PHA’s Admissions and (Continued) Occupancy policy
- PHA briefing seminars or written materials
- Other source: **Specific literature drops and postings**

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)

(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 on the following table:

Deconcentration Policy for Covered Developments			
Development Name	Number of Units	Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]	Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]

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):
 - Other (list below)
- b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (select all that

- apply)
 Criminal or drug-related activity
 Other (describe below)

(2) Waiting List Organization

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

- None
 Federal public housing
 Federal moderate rehabilitation
 Federal project-based certificate program
 Other federal or local program (list below)

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

- PHA main administrative office
 Other (list below)

(3) Search Time

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

If yes, state circumstances below:

(4) Admissions Preferences

a. Income targeting

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

b. Preferences

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

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

Former Federal preferences

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

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

Other preferences (select all that apply)

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

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

- Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

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

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

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

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

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

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

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

(5) Special Purpose Section 8 Assistance Programs

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

- The Section 8 Administrative Plan
 Briefing sessions and written materials
 Other (list below)

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

- Through published notices
 Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.12(b), 903.7(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 of the following two)

- 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))
 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: **Section G of ACOP**

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

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

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

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

- For the earned income of a previously unemployed household member
- For increases in earned income
- Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:

- Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:

- 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) **\$200 for resident employees hired by the Authority; otherwise, no applicable threshold applies.**
- Other (list below)

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

(2) Flat Rents

a. 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) **HUD Promulgated FMR's**

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies.

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

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

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

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

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

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

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

- Annually
- Other (list below)

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

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

(2) Minimum Rent

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

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

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

5. Capital Improvement Needs

[24 CFR Part 903.12(b), 903.7 (g)]

Exemptions from Component 5: Section 8 only PHAs are not required to complete this component and may skip to Component 6.

A. Capital Fund Activities

Exemptions from sub-component 5A: PHAs that will not participate in the Capital Fund Program may skip to component 5B. All other PHAs must complete 5A as instructed.

(1) Capital Fund Program

- a. Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 12 and 13 of this template (Capital Fund Program tables). If no, skip to B.
- b. Yes No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

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

Applicability of sub-component 5B: 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.

(1) Hope VI Revitalization

- a. Yes No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to next

component; if yes, provide responses to questions on chart below 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)

Development name:

Development (project) number:

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

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

d. Yes No: 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:

e. Yes No: 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:

6. Demolition and Disposition

[24 CFR Part 903.12(b), 903.7 (h)]

Applicability of component 6: Section 8 only PHAs are not required to complete this section.

a. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 or 24 (Hope VI) of the U.S. Housing Act of 1937 (42 U.S.C. 1437p) or Section 202/Section 33 (Mandatory Conversion) in the plan Fiscal Year? (If “No”, skip to component 7; if “yes”, complete one activity description for each development on the following chart.)

Demolition/Disposition Activity Description
1a. Development name: 1b. Development (project) number:
2. Activity type: Demolition <input type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: (DD/MM/YY)
5. Number of units affected:

6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: b. Projected end date of activity:

7. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program

[24 CFR Part 903.12(b), 903.7(k)(1)(i)]

(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 the next component; if “yes”, complete each program description below (copy and complete questions for each program identified.)

(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, what is the maximum number of participants this fiscal year? _____

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:

c. What actions will the PHA undertake to implement the program this year (list)?

(3) Capacity of the PHA to Administer a Section 8 Homeownership Program

The PHA has demonstrated its capacity to administer the program by (select all that apply):

a. Establishing a minimum homeowner downpayment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family’s resources.

b. Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.

c. Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below).

- d. Demonstrating that it has other relevant experience (list experience below).

8. Civil Rights Certifications

[24 CFR Part 903.12 (b), 903.7 (o)]

Civil rights certifications are included in the *PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans*, which is submitted to the Field Office in hard copy—see Table of Contents.

9. Additional Information

[24 CFR Part 903.12 (b), 903.7 (r)]

A. PHA Progress in Meeting the Mission and Goals Described in the 5-Year Plan

(Provide a statement of the PHA's progress against the goals and objectives established in the previous 5-Year Plan for the period FY 2000 - 2004)

As previously reported in the prior Agency Plan (2004), The Lackawanna Municipal Housing Authority was on target for achieving most its goals for the implementation of the items contained within the Agency's Five Year Plan that began in FY2000.

However, with the latest budget cuts that have been implemented, we regret to report that some of the items contained within the previous 5 Year Plan have not been implemented, or are impending. Elimination of PHDEP, delay of the additional 25% of our CFP for 2004, anticipation of further reduction of operation subsidies and Comp Grants in the Federal Budget, have seriously hindered and halted many of our efforts and goals of the 5 Year Plan. Security staff has been eliminated despite resident resistance, tenant "quality of life" and security services, forced to prioritize our brick and mortar projects resulting in some important projects to be delayed or eliminated.

B. Criteria for Substantial Deviations and Significant Amendments

(1) Amendment and Deviation Definitions

24 CFR Part 903.7(r)

PHAs are required to define and adopt their own standards of substantial deviation from the 5-year Plan and Significant Amendment to the Annual Plan. The definition of significant amendment is important because it defines when the PHA will subject a change to the policies or activities described in the Annual Plan to full public hearing and HUD review before implementation.

- a. Substantial Deviation from the 5-Year Plan – **The Lackawanna Municipal Housing Authority hereby certifies that it does not anticipate any deviation from its 5 Year Plan as presented herein. However, any substantial deviation from the Authority's Mission Statement would therefore be considered to be a substantial deviation and would be addressed in subsequent Annual Plans from the prior year plan.**

b. Significant Amendment or Modification to the Annual Plan - **The Lackawanna Municipal Housing Authority hereby certifies that it doesn't anticipate any deviation from its current Annual Plan at this juncture. However, any changes or deviations that would affect the Authority's Mission Statement would require strict adherence to the same requirements as the original PHA plan.**

C. Other Information

[24 CFR Part 903.13, 903.15]

(1) Resident Advisory Board Recommendations

a. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

If yes, provide the comments below:

b. In what manner did the PHA address those comments? (select all that apply)

Considered comments, but determined that no changes to the PHA Plan were necessary.

The PHA changed portions of the PHA Plan in response to comments
List changes below:

Other: (list below)

(2) Resident Membership on PHA Governing Board

The governing board of each PHA is required to have at least one member who is directly assisted by the PHA, unless the PHA meets certain exemption criteria. Regulations governing the resident board member are found at 24 CFR Part 964, Subpart E.

a. Does the PHA governing board include at least one member who is directly assisted by the PHA this year?

Yes No:

If yes, complete the following:

Name of Resident Member of the PHA Governing Board:

Ms. Dorothy Glover, Tenant Commissioner, Ms. Laverne Ware, Tenant Commissioner, Margaret Riley, Commissioner

Method of Selection:

Appointment

The term of appointment is (include the date term expires): 5 year terms

- Election by Residents (if checked, complete next section--Description of Resident Election Process)

Description of Resident Election Process

Nomination of candidates for place on the ballot: (select all that apply)

- Candidates were nominated by resident and assisted family organizations
 Candidates could be nominated by any adult recipient of PHA assistance
 Self-nomination: Candidates registered with the PHA and requested a place on ballot
 Other: (describe) **Signed Petitions by greater than 25 eligible resident voters**

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)

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)

b. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not?

- The PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis
 The PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.
 Other (explain):

Date of next term expiration of a governing board member: 11/15/2005

Name and title of appointing official(s) for governing board (indicate appointing official for the next available position): **Mayor of the City of Lackawanna**

(3) PHA Statement of Consistency with the Consolidated Plan

[24 CFR Part 903.15]

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

Consolidated Plan jurisdiction: NEW YORK STATE/ ERIE COUNTY

a. 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 on its waiting list 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)

b. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments:

Low Income Housing – The Lackawanna Municipal Housing Authority is committed to providing clean, safe, healthy, sanitary conditions in a positive environment conducive to growth, learning and financial independence.

(4) (Reserved)

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

10. Project-Based Voucher Program

a. Yes No: Does the PHA plan to “project-base” any tenant-based Section 8 vouchers in the coming year? If yes, answer the following questions.

b. Yes No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option?

If yes, check which circumstances apply:

- Low utilization rate for vouchers due to lack of suitable rental units
- Access to neighborhoods outside of high poverty areas
- Other (describe below:)

c. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):

11. List of Supporting Documents Available for Review for Streamlined Five-Year/ Annual PHA Plans

PHAs are to 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	Related Plan Component
 see Exhibit B	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans.</i>	Standard 5 Year and Annual Plans; streamlined 5 Year Plans
 see Exhibit C	State/Local Government Certification of Consistency with the Consolidated Plan.	5 Year Plans
	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
 see Exhibit C	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
 see Exhibit L	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
 see Exhibit L	Public housing rent determination policies, including the method for setting public housing flat rents. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
 see Exhibit L	Schedule of flat rents offered at each public housing development. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
 see Exhibit L & E	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
 see Exhibit K	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service &

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
		Self-Sufficiency
	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any policies governing any Section 8 special housing types <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
	Consortium agreement(s).	Annual Plan: Agency Identification and Operations/ Management
 <i>see Exhibit L</i>	Public housing grievance procedures <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
 <i>see Exhibits F, G & H</i>	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
 <i>see Exhibit I</i>	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
	Public Housing Community Service Policy/Programs <input checked="" type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
 <i>see Exhibit L</i>	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Pet Policy

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
	Consortium agreement(s), if a consortium administers PHA programs.	Joint PHA Plan for Consortia
	Consortia Joint PHA Plans ONLY: Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection	Joint PHA Plan for Consortia
	Other supporting documents (optional). List individually.	(Specify as needed)

12. Capital Fund Program and Capital Fund Program Replacement Housing Factor Annual Statement/Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Lackawanna Municipal Housing Authority		Grant Type and Number Capital Fund Annual Statement Capital Fund Program Grant No: NY06P02950105 Replacement Housing Factor Grant No:			Federal FY of Grant: 2005
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds	0			
2	1406 Operations	240,000			
3	1408 Management Improvements	160,500			
4	1410 Administration	120,000			
5	1411 Audit	3,000			
6	1415 Liquidated Damages	0			
7	1430 Fees and Costs	75,000			
8	1440 Site Acquisition	0			
9	1450 Site Improvement	101,500			
10	1460 Dwelling Structures	425,000			
11	1465.1 Dwelling Equipment—Nonexpendable	60,000			
12	1470 Nondwelling Structures	15,000			
13	1475 Nondwelling Equipment	0			
14	1485 Demolition	0			
15	1490 Replacement Reserve	0			
16	1492 Moving to Work Demonstration	0			
17	1495.1 Relocation Costs	0			
18	1499 Development Activities	0			
19	1501 Collateralization or Debt Service	0			
20	1502 Contingency	0			
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$1,200,000			
22	Amount of line 21 Related to LBP Activities	\$250,000			
23	Amount of line 21 Related to Section 504 compliance	0			
24	Amount of line 21 Related to Security – Soft Costs	5,000			
25	Amount of Line 21 Related to Security – Hard Costs	0			
26	Amount of line 21 Related to Energy Conservation Measures	0			

12. Capital Fund Program and Capital Fund Program Replacement Housing Factor Annual Statement/Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Lackawanna Municipal Housing Authority			Grant Type and Number Capital Fund Program Grant No: NY06P02950105 Replacement Housing Factor Grant No:			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	
NY029-1 Baker Homes	LBP Abatement (Bonding)	1460		250,000.00				
	Landscape	1450		10,000.00				
	Site Work	1450		5,000.00				
	Underground Utilities	1450		25,000.00				
	Furnaces	1465		10,000.00				
	Basement Ventilation	1460		50,000.00				
	Bathtub & Wall Surrounds	1460		75,000.00				
	Interior Painting	1460		50,000.00				
NY029-2 Gates Ave	Community Room Improvements	1470		15,000.00				
	Underground Utilities	1450		61,500.00				
NY029-6 Parkview	Privacy Door Viewers	1460		0				

12. Capital Fund Program and Capital Fund Program Replacement Housing Factor Annual Statement/Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Lackawanna Municipal Housing Authority			Grant Type and Number Capital Fund Program Grant No: NY06P02950105 Replacement Housing Factor Grant No:			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	
NY029 – PHA Wide	Security	1408		5,000.00				
	Appliances	1465.1		50,000.00				
	Resident Employment	1408		20,000.00				
	Recreation Program	1408		100,000.00				
	Tenant Moving Assistant	1408		3,000.00				
	Modernization Coordinator	1410		60,000.00				
	Clerk of The Works	1410		55,000.00				
	A&E Fees	1430		75,000.00				
	Sundry	1410.1 9		5,000.00				
	Staff Training	1408		5,000.00				
	Computer Software	1408		2,000.00				
	Tenant Screening	1408		500.00				
	Housing Inspector	1408		25,000.00				
	Operations	1406		240,000.00				

13. Capital Fund Program Five-Year Action Plan

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: Lackawanna Municipal Housing Authority		Grant Type and Number Capital Fund Program No: NY06P02950105 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	
NY029-1 Baker Homes	6/30/07			6/30/09			
NY029-2 Gates Ave	6/30/07			6/30/09			
NY029-6 Parkview	6/30/07			6/30/09			
PHA Wide	6/30/07			6/30/09			

13. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name Lackawanna Municipal Housing Authority				<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2006 PHA FY:	Work Statement for Year 3 FFY Grant: 2007 PHA FY:	Work Statement for Year 4 FFY Grant: 2008 PHA FY:	Work Statement for Year 5 FFY Grant: 2009 PHA FY:
NY029-1 Baker Homes	Annual Statement	\$555,000.00	\$1,745,000.00	\$620,000.00	\$330,000.00
NY029-20 Gates Avenue	\	\$225,000.00	\$65,000.00	\$115,000.00	\$345,000.00
NY029-6 Parkview Towers		\$150,000.00	\$160,000.00	\$30,000.00	\$100,000.00
PHA Wide		\$260,000	\$365,000.00	\$800,000.00	\$75,000.00
CFP Funds Listed for 5-year planning					
Replacement Housing Factor Funds					

13. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part II: Supporting Pages—Work Activities					
Activities for Year :2008 FFY Grant: PHA FY:			Activities for Year: 2009 FFY Grant: PHA FY:		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
NY029-1 Baker Homes	Lead Abatement	250,000	NY029-1 Baker Homes	Lead Abatement	250,000
	Brick Cleaning	100,000		Caulk Windows	30,000
	Bathroom Fixtures	150,000		Demolition	50,000
	Electrical Improvements	50,000			
	Exhaust Fans	20,000			
	Resource Center Improv.	50,000			
NY029-2 Gates Avenue	Laundromat Improv.	15,000	NY029-2 Gates Avenue	Masonry Repairs	30,000
	Interior Painting	50,000		Hot Water Tanks	15,000
	Reconfigure Apts.	50,000		Replace Windows	150,000
				Kitchen Cabinets	100,000
				Doors	50,000
NY029-6 Parkview Towers	Hallway Ventilation	30,000	NY029-6 Parkview Towers	Replace Appliances	100,000
PHA Wide	New Resource Center	750,000	PHA Wide	Appliances	50,000
	Appliances	50,000		Storm Doors	25,000
Total CFP Estimated Cost		\$1,565,000			\$850,000

EXHIBIT A

CAPTIAL FUND
RESIDENT
RECOMMENDATION
MEETINGS

Tuesday, February 15, 2005

*Important Notification – Agency Plan Resident
Advisory Board Meeting Friday, February 18, 2005*

Ms. Marguerite Jackson
224 Steelawanna
Lackawanna, NY 14218

Dear Ms. Jackson,

The Lackawanna Municipal Housing Authority is pleased to announce that is in the process of preparing its Five Year and Annual Agency Plan for Fiscal Year 2005. As in the past, the Authority assembles a RESIDENT ADVISORY BOARD (RAB) as a means to obtain public input and to share ideas on needs that should be considered and addressed in the plan. As an existing member of the RESIDENT ADVISORY BOARD and as Baker Homes Tenant Council President we kindly ask you to select **one** additional representative of your choice from Baker Homes to complete our Advisory Board as to ensure selection of the best possible representative from your development.

As time is of the essence in completing our initial draft we will be holding our Resident Advisory Board meeting this FRIDAY, FEBRUARY 18, 2005 at 12:00 Noon at the main office of the Authority located 135 Odell Street. Kindly call me at the main office of the Authority as soon as possible so we may confirm your attendance at this luncheon meeting and peruse over the plan.

Again, thank you for your interest and we look forward to seeing you this coming Friday. Again, please call me at your earliest convenience so I may know your intentions on attendance. Also when calling please provide me with the name of the your other development co-representative so we can prepare a log sheet of attendees.

Sincerely,
Lackawanna Municipal Housing Authority

Thomas J. Radich, PHM
Executive Director

Tuesday, February 15, 2005

*Important Notification – Agency Plan Resident
Advisory Board Meeting Friday, February 18, 2005*

Dorothy Glover
56-1 Gates Avenue
Lackawanna, NY 14218

Dear Ms. Glover,

The Lackawanna Municipal Housing Authority is pleased to announce that is in the process of preparing its Five Year and Annual Agency Plan for Fiscal Year 2005. As in the past, the Authority assembles a RESIDENT ADVISORY BOARD (RAB) as a means to obtain public input and to share ideas on needs that should be considered and addressed in the plan. As an existing member of the RESIDENT ADVISORY BOARD and as Gates Avenue Tenant Council President we kindly ask you to select **one** additional representative of your choice from Gates Avenue to complete our Advisory Board as to ensure selection of the best possible representative from your development.

As time is of the essence in completing our initial draft we will be holding our Resident Advisory Board meeting this FRIDAY, FEBRUARY 18, 2005 at 12:00 Noon at the main office of the Authority located 135 Odell Street. Kindly call me at the main office of the Authority as soon as possible so we may confirm your attendance at this luncheon meeting and peruse over the plan.

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Sincerely,
Lackawanna Municipal Housing Authority

Thomas J. Radich, PHM
Executive Director

Tuesday, February 15, 2005

*Important Notification – Agency Plan Resident
Advisory Board Meeting Friday, February 18, 2005*

Marge Riley
600 Ridge Road – Apartment #310
Lackawanna, NY 14218

Dear Ms. Riley,

The Lackawanna Municipal Housing Authority is pleased to announce that is in the process of preparing its Five Year and Annual Agency Plan for Fiscal Year 2005. As in the past, and as a existing member of the RAB Committee, the Authority convenes its RESIDENT ADVISORY BOARD (RAB) as a means to obtain public input and to share ideas on needs that should be considered and addressed in the plan

As time is of the essence in completing our initial draft we will be holding our Resident Advisory Board meeting this FRIDAY, FEBRUARY 18, 2005 at 12:00 Noon at the main office of the Authority located 135 Odell Street. Kindly call me at the main office of the Authority as soon as possible so we may confirm your attendance at this luncheon meeting and peruse over the plan.

Again, thank you for your interest and we look forward to seeing you this coming Friday. Again, please call me at your earliest convenience so I may know your intentions on attendance.

Sincerely,
Lackawanna Municipal Housing Authority

Thomas J. Radich, PHM
Executive Director

Tuesday, February 15, 2005

*Important Notification – Agency Plan Resident
Advisory Board Meeting Friday, February 18, 2005*

Mary Strachan
600 Ridge Road – Apartment #707
Lackawanna, NY 14218

Dear Ms. Strachan,

The Lackawanna Municipal Housing Authority is pleased to announce that is in the process of preparing its Five Year and Annual Agency Plan for Fiscal Year 2005. As in the past, and as a existing member of the RAB Committee, the Authority assembles its RESIDENT ADVISORY BOARD (RAB) as a means to obtain public input and to share ideas on needs that should be considered and addressed in the plan

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Sincerely,
Lackawanna Municipal Housing Authority

Thomas J. Radich, PHM
Executive Director

Friday, February 18, 2005

*Reminder/ Notification –2nd Agency Plan Resident
Advisory Board (RAB) Meeting Tuesday, March 1,
2005*

Ms. Marguerite Jackson
224 Steelawanna
Lackawanna, NY 14218

Dear Ms. Jackson,

The Lackawanna Municipal Housing Authority is pleased to announce that is in the process of preparing its Five Year and Annual Agency Plan for Fiscal Year 2005. As in the past, the Authority assembles a RESIDENT ADVISORY BOARD (RAB) as a means to obtain public input and to share ideas on needs that should be considered and addressed in the plan.

As time is of the essence in completing our initial draft we will be holding our 2nd Resident Advisory Board meeting this TUESDAY, MARCH 1, 2005 at 12:00 Noon at the Resource Center of the Authority @ 216 Steelawanna Avenue. Kindly call me at the main office of the Authority as soon as possible so we may confirm your attendance at this luncheon meeting and peruse over the plan.

Again, thank you for your interest and we look forward to seeing you this coming on March 1st. Please call me at your earliest convenience so I may know your intentions on attendance.

Sincerely,
Lackawanna Municipal Housing Authority

Thomas J. Radich, PHM
Executive Director

**FRIDAY, FEBRUARY 18, 2005 – RESIDENT ADVISORY
BOARD ATTENDANCE SIGN IN LOG
Quality Housing and Work Responsibility Act –
AGENCY PLAN**

People present at the Quality Housing and Work Responsibility Act of 1998 AGENCY PLAN MEETING FISCAL YEAR 2005 – 1st Year Annual/ 5 Year, RESIDENT ADVISORY BOARD MEETING at 12:00 NOON – 216 Steelwanna. LMHA Resource Center, Lackawanna, NY

Name	Date	Signature
TJR	2/18/05	Thomas J. Raoich
DANIAN GRABOWSKI	2/18/05	Danian Grabowski
Doreen Monee	2-18-05	Doreen Monee
Betty Mitchell	2/18/05	Betty Mitchell
MARGUERITE JACKSON	2/18/05	Marguerite Jackson
Robert Mumanus	2/18/05	Robert Mumanus

**Friday, February 18, 2005 – RESIDENT ADVISORY
MEETING NOTES**

**Quality Housing and Work Responsibility Act –
AGENCY PLAN Fiscal Year 2005**

During the Resident Advisory Board Meeting on Friday, February 18, 2005 the following items pertinent to the Annual Plan were discussed:

Page by Page analysis and discussion of Annual Plan by Management and RAB Members

Continue discussion and sharing of residents ideas, concerns, suggestions and subsequent additions to plan.

Conclude work session

*Reminder/ Notification –2nd Agency Plan Resident
Advisory Board (RAB) Meeting Tuesday, March 1,
2005*

Ms. Bettie Mitchell
53 Wilmuth
Lackawanna, NY 14218

Dear Ms. Mitchell,

The Lackawanna Municipal Housing Authority is pleased to announce that is in the process of preparing its Five Year and Annual Agency Plan for Fiscal Year 2005. As in the past, the Authority assembles a RESIDENT ADVISORY BOARD (RAB) as a means to obtain public input and to share ideas on needs that should be considered and addressed in the plan.

As time is of the essence in completing our initial draft we will be holding our 2nd Resident Advisory Board meeting this TUESDAY, MARCH 1, 2005 at 12:00 Noon at the Resource Center of the Authority @ 216 Steelawanna Avenue. Kindly call me at the main office of the Authority as soon as possible so we may confirm your attendance at this luncheon meeting and peruse over the plan.

Again, thank you for your interest and we look forward to seeing you this coming on March 1st. Please call me at your earliest convenience so I may know your intentions on attendance.

Sincerely,
Lackawanna Municipal Housing Authority

Thomas J. Radich, PHM
Executive Director

*Reminder/ Notification –2nd Agency Plan Resident
Advisory Board (RAB) Meeting Tuesday, March 1,
2005*

Dorothy Glover
56-1 Gates Avenue
Lackawanna, NY 14218

Dear Ms. Glover,

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Again, thank you for your interest and we look forward to seeing you this coming on March 1st. Please call me at your earliest convenience so I may know your intentions on attendance.

Sincerely,
Lackawanna Municipal Housing Authority

Thomas J. Radich, PHM
Executive Director

Friday, February 18, 2005

*Reminder/ Notification –2nd Agency Plan Resident
Advisory Board (RAB) Meeting Tuesday, March 1,
2005*

Marge Riley
600 Ridge Road – Apartment #310
Lackawanna, NY 14218

Dear Ms. Riley,

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Again, thank you for your interest and we look forward to seeing you this coming on March 1st. Please call me at your earliest convenience so I may know your intentions on attendance.

Sincerely,
Lackawanna Municipal Housing Authority

Thomas J. Radich, PHM
Executive Director

Friday, February 18, 2005

*Reminder/ Notification –2nd Agency Plan Resident
Advisory Board (RAB) Meeting Tuesday, March 1,
2005*

Mary Strachan
600 Ridge Road – Apartment #707
Lackawanna, NY 14218

Dear Ms. Strachan,

The Lackawanna Municipal Housing Authority is pleased to announce that is in the process of preparing its Five Year and Annual Agency Plan for Fiscal Year 2005. As in the past, the Authority assembles a RESIDENT ADVISORY BOARD (RAB) as a means to obtain public input and to share ideas on needs that should be considered and addressed in the plan.

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Again, thank you for your interest and we look forward to seeing you this coming on March 1st. Please call me at your earliest convenience so I may know your intentions on attendance.

Sincerely,
Lackawanna Municipal Housing Authority

Thomas J. Radich, PHM
Executive Director

**TUESDAY, MARCH 1, 2005 – RESIDENT ADVISORY
BOARD ATTENDANCE SIGN IN LOG
Quality Housing and Work Responsibility Act –
AGENCY PLAN**

People present at the Quality Housing and Work Responsibility Act of 1998 AGENCY PLAN MEETING FISCAL YEAR 2005 – 1st Year Annual/ 5 Year, RESIDENT ADVISORY BOARD MEETING at 12:00 NOON – 216 Steelwanna. LMHA Resource Center, Lackawanna, NY

Mary Struckm	3-1-05	Mary Struckm
MARGARET R. LIZY	3/1/05	Margaret Lizy
Robert McManus	3/1/05	Robert McManus
Thomas J. Radich	3/1/05	Thomas J. Radich
DAMIAN W. BARBOUSE	3/1/05	Damian W. Barbose
Bettie S. Mitchell	3/1/05	Bettie S. Mitchell
MARGUERITE JACKSON	3/1/05	Marguerite Jackson
Genevieve Ware	3/1/05	Genevieve Ware

**Tuesday, March 1, 2005 – RESIDENT ADVISORY
MEETING NOTES
Quality Housing and Work Responsibility Act –
AGENCY PLAN Fiscal Year 2005**

During the Resident Advisory Board Meeting on Tuesday, March 1, 2005 the following items pertinent to the Annual Plan were discussed:

Basement Ventilation

Windows, Painting

Landscaping

Peep Holes, Kitchen Floors, and Cable Modulator for Parkview

Continue discussion and sharing of residents ideas, concerns, suggestions and subsequent additions to plan.

Line by line analysis and discussion of Annual Capital Fund by Management and RAB Members

Conclude work session

lackawanna
municipal
housing
authority

February 22, 2005

Public Notice - Agency Plan

The Lackawanna Municipal Housing Authority will conduct a Public Hearing according to the Federal Register CFR 24 - Section 903.17 to discuss the PHA plan and hereby invites comment on the plan.

In collaboration in conjunction with the Resident Advisory Board, a draft of the Lackawanna Municipal Housing Authority 2005 Agency plan is available for review and inspection effective **February 22, 2005** at our main office located 135 Odell Street, Lackawanna, New York 14218. Interested residents are welcome to visit our office to inspect the drafted plan. Any questions, input, or ideas can be addressed at the public hearing.

The public hearing will be held on Friday, April 8, 2005 at 5:00 PM at Parkview Towers located at 600 Ridge Road Lackawanna, New York 14218. The Public Hearing will precede the deferred (due to Easter Holiday) March 2005 Regular Meeting of the Board of Commissioners of the Lackawanna Municipal Housing Authority.

Sincerely,
Lackawanna Municipal Housing Authority



Thomas J. Radich, PHM
Executive Director

lackawanna
municipal
housing
authority

Monday, March 21, 2005

Public Notice - Agency Plan
Public Hearing - Monday, April 11, 2005

The Lackawanna Municipal Housing Authority will conduct a Public Hearing according to the Federal Register CFR 24 - Section 903.17 to discuss the PHA plan and hereby invites comment on the plan.

In collaboration in conjunction with the Resident Advisory Board, a draft of the Lackawanna Municipal Housing Authority 2005 Agency plan is available for review and inspection effective **February 22, 2005** at our main office located 135 Odell Street, Lackawanna, New York 14218. Interested residents are welcome to visit our office to inspect the drafted plan. Any questions, input, or ideas can be addressed at the public hearing.

Due to scheduling conflicts the previously posted Public Hearing notice that announced that the Public Hearing was to take place on Friday, April 8, 2005, that date **has been changed to Monday, April 11, 2005 at 12:30 PM at Parkview Towers located at 600 Ridge Road Lackawanna, New York 14218. The Public Hearing will precede the April 11, 2005 Special Meeting of the Board of Commissioners of the Lackawanna Municipal Housing Authority to certify said plan.**

Sincerely,
Lackawanna Municipal Housing Authority



Thomas J. Radich, PHM
Executive Director

State of New York)
) SS
County of Erie)

Sharon Bishop

being duly sworn deposes and says that she is clerk of the FRONT PAGE, a weekly newspaper published in the City of Lackawanna, Village of Blasdell, Town of Hamburg and the Town of West Seneca, that the notice of which the annexed printed slip taken from said newspapers is a copy, was inserted and published therein once a week for one week, the first insertion being on the 30th day of March, 2005 and the last insertion being on the ___ day of ___ and not more than ___ days intervened between any two publications thereof.

Sharon Bishop

**PUBLIC NOTICE
AGENCY PLAN
PUBLIC HEARING
MONDAY, APRIL 11, 2005**
The Lackawanna Municipal Housing Authority will conduct a Public Hearing according to the Federal Register CFR 24 Section 903.17 to discuss the PHA plan and hereby invites comment on the plan.
In collaboration in conjunction with the Resident Advisory Board, a draft of the Lackawanna Municipal Housing Authority 2005 Agency plan is available for review and inspection effective February 22, 2005 at our main office located 135 Odell Street, Lackawanna, New York 14218. Interested residents are welcome to visit our office to inspect the drafted plan. Any questions, input, or ideas can be addressed at the public hearing.
Due to scheduling conflicts the previously posted Public Hearing notice that announced that the Public Hearing was to take place on Friday, April 8, 2005, that date has been changed to Monday, April 11, 2005 at 12:30 PM at Parkview Towers located at 600 Ridge Road Lackawanna, New York 14218. The Public Hearing will precede the April 11, 2005 Special Meeting of the Board of Commissioners of the Lackawanna Municipal Housing Authority to certify said plan.
**Sincerely,
Lackawanna Municipal
Housing Authority
THOMAS J. RADICH, PHM
Executive Director**

Sworn to before me this 31st day of March, 2005

Beverly Ann Mazur

Beverly Ann Mazur
COMMISSIONER OF DEEDS
City of Lackawanna, NY
County of Erie

My Commission Expires Dec. 31, 2006

**Monday, April 11, 2005 - Public Hearing
Quality Housing and Work Responsibility Act
Sign In Sheet**

People present at the Quality Housing and Work Responsibility Act of 1998, 2005 Agency Plan Public Hearing head at 12:30 pm - Parkview Towers, Lackawanna, NY 14218 on Friday, March 26, 2004

Name	Address including Apt# if applicable
Florence Weeks	apt 21
Helen Chudzick	apt 123
Bonnie Stracka	apt. 707
Pat Korbar	# 413
Stella Wiertel	710
Dorothy Tunliane	
Adolph Cypriani	
Terry Wheeler	
Pat Dowling	
Mary G. Cestroz	apt 121
Kevin R. Mudge	
Florence Ware	13 Thomas Terrace
Cecelia Margariello	79 Chick Lane
James Crasch	LMHA EMP
Salvatore A. Monger	LMHA - admin
John R. ...	LMHA - ex-dir.
Robert ...	LMHA
John Shaw	LMHA
Margaret Riley	LMHA admin
John D. Bayich	158 Edison St. Calet N.Y
Frank ...	LMHA ATTORNEY ✓

Thursday, February 17, 2005

CFP Meeting Notice

The Lackawanna Municipal Housing Authority is in the process of preparing the Annual Capital Fund Program (CFP). With this grant we work in close partnership with both our residents and Local officials for opinions and input regarding its preparation. The following dates and times serve as proper notice to our residents of these Capital Fund Program (CFP) Input meetings:

 **Gates Avenue CFP Resident Meeting...**

Tuesday, February 22, 2005 at 1:00 PM at the Willie Cotton Community located 52 Gates Avenue

 **Parkview Towers CFP Resident Meeting...**

Thursday, February 24, 2004 at 1:00 PM at the Parkview Towers Community Room.

 **Baker Homes CFP Resident Meeting**

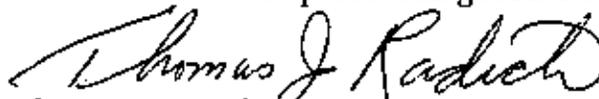
Tuesday, March 1, 2005 at 1:00 PM at the Mabel Truitt Community Center located at 40 Odell Street

As a resident you have a vital role in assisting the Lackawanna Municipal Housing Authority in further development of strategies to improve on the living conditions of your housing and the community.

If you are unable to attend this meeting, we will welcome your input by either contacting your Tenant Council Representative or by contacting the Lackawanna Municipal Housing Authority with a letter or phone call.

Sincerely,

Lackawanna Municipal Housing Authority



Thomas J. Radich, PHM

Executive Director

3-1-05

Baker Home CFP meeting

Marguerite Jackson
Beth Mitchell
Barbara Ware

✓ 1.) Dan King

2.) Maurice & Yvonne Buse

✓ 3.) Tony & M. J.

4.)

5.)

1.) Awning - over Front Porch

2.) Exterior window Paint

3.) Larger building for Comm.

4.) Playground in courtyard, for beds

5.) ~~to~~ Spicket - for water

Lates Meetings

Northy Hower

Exterior water spigots
Community room - Total
Underground Utilities

CFP - Parkview Towers - 2-24-05

Marge Riley 310
Mary Straker 707
Rita Hre 507
Stella Wintel 710
Adolph Gyzarik 613
Bela G. Varga 511
Carol Laby 209

- "
- 1) Peep Hole - Larger "
 - 2) Cable - Ch. 91 - to see who's drugging
 - 3) Clean Peep in apt.
 - 4) Light over Vanity bath

EXHIBIT B

PHA Certifications of
Compliance with the
PHA Plans, Certification
for a Drug Free Work
Place... and Disclosure
of Lobbying Activities

Standard PHA Plan PHA Certifications of Compliance

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

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 ___standard Annual, ___ standard 5-Year/Annual or streamlined 5-Year/Annual PHA Plan for the PHA fiscal year beginning 7/1/05, 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) in 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 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 15 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 8 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 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 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 Part 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 previous 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 regulations, 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 Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 903.13.
11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart B.
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.

Lackawanna Municipal Housing Authority

NY029

PHA Name

PHA Number/HA Code

Standard PHA Plan for Fiscal Year: 20__

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



Streamlined Five-Year PHA Plan for Fiscal Years 2005 - 2009, including Annual Plan for FY 2005

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
Salvatore A. Monaco	Chairman
Signature	Date
x <i>Salvatore A. Monaco</i>	4-11-05

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Lackawanna Municipal Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing Agency Plan

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agree 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 intention 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 the 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 designated person whose grant activity the convicted employee was involved in, unless the Federal agency has designated a central point of contact for 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 the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;

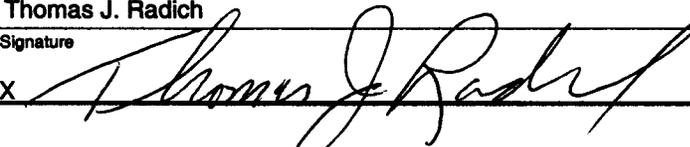
(2) Requiring such employee to participate voluntarily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, education, or other appropriate agency;

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

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 correct. **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 Thomas J. Radich	Title Executive Director
Signature 	Date 3/21/2005

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved
0348-00

(See reverse for public burden disclosure.)

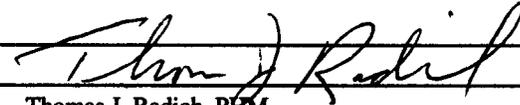
1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Lackawanna Municipal Housing Authority 135 Odell Street Lackawanna, NY 14218 Congressional District, if known:	
6. Federal Department/Agency: U.S. Department of Housing and Urban Development	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ 1,200,000.00	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>Thomas J. Radich, PHM</u> Title: <u>Executive Director</u> Telephone No.: <u>716-823-2551</u> Date: <u>3/21/00</u>	
AUTHORIZED FOR LOCAL REPRODUCTION		Authorized for Local Reproduction Standard Form LLL (Rev. 10/97)

EXHIBIT C

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



**STATE OF NEW YORK
DIVISION OF HOUSING AND COMMUNITY RENEWAL
38-40 STATE STREET
ALBANY, NEW YORK 12207
OFFICE NUMBER (518) 486-6337
FAX NUMBER (518) 473-8206**

**OFFICE OF LEGAL AFFAIRS
FAX TRANSMITTAL**

TO: *Damian*

FAX #: *716-823-4418*

FROM: *Rowe*

DATE: *4/13/05*

TOTAL PAGES, INCLUDING COVER: *2*

If there are any problems in the transmission of this fax, please contact this office at (518) 486-6337.

Deliver immediately to addressee.

Per our conversation.

Please call upon receipt.

Originals to follow.

NOTES:

Apr. 11. 2005 1:42PM

No. 3262 P. 3

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

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

I, Lorrie Pizzola the DHCR Deputy Commissioner certify
that the Five Year and Annual PHA Plan of the Lackawanna Housing Authority is
consistent with the Consolidated Plan of State of New York prepared
pursuant to 24 CFR Part 91.

 4-13-05

Signed / Dated by Appropriate State or Local Official

EXHIBIT D

Certification of Payments to Influence Federal Transactions

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Lackawanna Municipal Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing Agency Plan

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 certification be included in the award documents for all subgrants at all tiers (including subcontracts, subgrants, and subagreements) under grants, loans, and cooperative agreements) and 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 entering into this transaction imposed by Section 1333, U.S. Code. Any person who fails to file the 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

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

Thomas J. Radich, PHM

Title

Executive Director

Signature



Date (mm/dd/yyyy)

3/21/2005

EXHIBIT E

Scope and Schedules of LMHA Maintenance Policy

Scope and Schedules of Regular Maintenance and Preventative Maintenance

- Daily •Weekly
- Monthly •Quarterly
- Seasonal •Annual



implemented 7/1/98

Lackawanna Municipal Housing Authority

Thomas J. Radich, P.H.M. Executive Director

Goals and Purpose of Lackawanna Municipal Housing Authority Preventative Maintenance Schedule

The Lackawanna Municipal Housing Authority recognizes the need and importance of maintaining and adhering to a working preventative maintenance plan. In establishing and following a timetable of revolving maintenance schedules on a daily, weekly, quarterly, seasonal and monthly basis, the Authority will be able to prioritize and scrutinize existing areas and conditions that need and require periodic attention. The Lackawanna Municipal Housing Authority's preventative maintenance plan is instituted to perpetuate safe and sound operation of all key and ancillary mechanical and physical conditions through all project locations. Items that require attention will be attended to through assignment of work orders to personnel best suited to repair or reconcile to proper operating conditions and/or levels of safety. It is the predominant intention of the Authority that the carrying out of a preventive maintenance plan will facilitate the identification and relief of problems *before* they occur.

The purpose and goal of a disciplined and diligent preventative maintenance schedule will hopefully payback dividends to the Authority by diminishing breakdowns; increasing the life, operation and efficiency of equipment; and perpetuate the preservation and safety of persons and property. In reliably adhering to a schedule of preventative maintenance, the Authority intends to raise and improve upon the level of safety of its operations and ultimately bring a higher quality of housing to its residents.

The Authority is very concerned for safety and risk control and as such is committed to the following workplan as set forth and delineated in the following pages. Inspections of specific items are distributed to the most appropriate daily, weekly, monthly, quarterly, and seasonal timetables. The placement of items in a particular timetable have been established relative to the urgency/ importance of the item necessitating such periodic attention as follows:

DAILY MAINTENANCE SCHEDULE

General Outline of Daily Maintenance:

- All lawn equipment will be checked for fluid level, belt damage, leaks, cutting area and other visible damage.
- All Lackawanna Municipal Housing Authority vehicles and other equipment will be checked for tire damage, fluid level, leaks, and other visible or obvious damage.
- All small equipment (chain saw, weed wackers, etc.) will be checked for gas mixture, loose parts, other dangerous conditions that may hinder performance.
- Visual inspection of all grounds will be made to check for sewer problems, broken windows, any damage that need emergency attention.
- All community areas and laundry rooms will be checked for lighting and emergency problems.
- Trash compactor at park view will be checked for safe operation.
- All boiler rooms will be checked for safe operation, all pumps and piping checked for visible leaks, floors and open areas checked for clutter and tripping hazards.
- All public restrooms will be check for proper operation, cleaned and sanitized all main lighting and street lighting will be checked.

ITEM SPECIFIC DAILY INSPECTIONS:

<i>Item to be inspected:</i>	<i>Freq.</i>	<i>Proj.</i>	<i>Category</i>
Community rooms, laundry rooms	D	29-1,2	Building Interiors
Public rest rooms	D	29-1,2	Building Interiors
Offices	D	29-1,2	Building Interiors
Site Lighting	D	29-1,2	Electric Distribution System
Central heating boilers	D	29-1,2	Heating, Ventilator & A/C Systems
Site Lighting	D	29-6	Electric Distribution System
Water pressure	D	29-6	Electric Distribution System
Domestic water booster pumps	D	29-6	Electric Distribution System
Community room & laundry room	D	29-6	Building Interiors
Public rest rooms	D	29-6	Building Interiors
Lighting in common areas	D	29-6	Building Interiors
Janitor closets	D	29-6	Building Interiors
Offices	D	29-6	Building Interiors
Central heating boilers	D	29-6	Heating Ventilation & A/C Systems
Pumps boilers & domestic hot water	D	29-6	Heating Ventilation & A/C Systems
Trash compactors	D	29-6	Building Interiors
Water coolers	D	29-6	Building Interiors

WEEKLY MAINTENANCE SCHEDULE

General Outline of Weekly Maintenance:

- All lawn and snow equipment will be checked for hours in use and if needed oil changed and greased.
- All boilers will be checked in more detail than weekly, gauges, valves, pressure rating will be checked and marked (*service of boiler systems and conditioning of water are contracted out).
- All grounds will be checked as per weekly, plus grass, bushes, and other greenery will be checked and cut as needed.
- Elevator area will be checked for unsafe conditions or any problems (*service and repairs are contracted out).
- All sump pumps in units will be checked for proper operation (float test will be made and electrical connection checked).
- All ventilation systems will be checked including filtering system for any visible problems (*a/c and outside air handling units are under contract).

ITEM SPECIFIC WEEKLY INSPECTIONS:

Sump pumps	W	29-1,2	Building Interiors
Lighting in common areas	W	29-1,2	Building Interiors
Floor tile, carpets, mats	W	29-1,2	Building Interiors
Load Management Equipment	W	29-1,2	Electric Distribution System
Lawns, shrubs	W	29-1,2	Grounds
Sidewalks, parking lots, curbing	W	29-1,2	Grounds
Outdoor stairs, handrails, fences	W	29-1,2	Grounds
Trash containers, catch basin	W	29-1,2	Grounds
Trucks	W	29-1,2	Grounds Maintenance Equipment
Tractors	W	29-1,2	Grounds Maintenance Equipment
Sump pumps	W	29-6	Building Interiors
Elevator room & equipment	W	29-6	Building Interiors
Floor tile & carpets, mats	W	29-6	Building Interiors
Load management equipment	W	29-6	Electric Distribution System
Emergency generator	W	29-6	Fire & Safety Systems & Equipment
Stairwell doors & stairwells	W	29-6	Fire & Safety Systems & Equipment
Fire Pumps	W	29-6	Fire & Safety Systems & Equipment
Trucks, mowers, snow blowers, snow plows	W	29-6	Grounds Maintenance Equipment
Lawns, shrubs	W	29-6	Grounds
Benches, trees, fertilizer	W	29-6	Grounds
Trash containers, patio	W	29-6	Grounds
Outdoor ramps, handrails	W	29-6	Grounds
Sidewalks, parking lots, curbing	W	29-6	Grounds
Air compressor	W	29-6	Heating Ventilation & A/C Systems
Central air conditioning systems & controls	W	29-6	Heating Ventilation & A/C Systems
Ventilation & exhaust fans	W	29-6	Heating Ventilation & A/C Systems
Central air handlers	W	29-6	Heating Ventilation & A/C Systems

MONTHLY MAINTENANCE REPORT

General Outline of Monthly Maintenance:

- All "K"-units and "A"-units will be checked, including walls, lighting, stairs, basement, doors, exterior conditions, hot waters tanks, furnace and all piping.
- Visual check of gutters, downspouts, roofs, and grounds will be made.
- All outside lighting will be checked, including porch, courtyard, and street.
- Fire system and extinguishers will be checked for visible damage or other problems (*Parkview fire and sprinkler system is contracted out).
- Shop and work area will be checked and cleaned, including all bench areas storage areas and lighting.
- All water pits will be checked for leaks and other problems.
- All basement areas at Parkview and gates will be checked for problems.
- All storm sewers will be checked for blockage and other problems.

ITEM SPECIFIC MONTHLY & BI-MONTHLY INSPECTIONS:

Water coolers	M	29-1,2	Building Interiors
Office equipment	M	29-1,2	Building Interiors
Storage rooms	M	29-1,2	Building Interiors
Electric meters	M	29-1,2	Electric Distribution System
Fire Extinguishers	M	29-1,2	Fire & Safety Systems & Equipment
Domestic hot water sump pump's	M	29-1,2	Heating, Ventilator & A/C Systems
Pumps heating	M	29-1,2	Heating, Ventilator & A/C Systems
Central hot water heaters & tanks	M	29-1,2	Heating, Ventilator & A/C Systems
Portable power tools	M	29-1,2	Maintenance Shops, Garages & Equip
Storage areas, shelving	M	29-1,2	Maintenance Shops, Garages & Equip
Work benches, shop power equipment & tools	M	29-1,2	Maintenance Shops, Garages & Equip
Gas meters	M	29-1,2	Natural Gas Distribution System
Gas piping	M	29-1,2	Natural Gas Distribution System
Water meter pits	M	29-1,2	Water Distribution System
Lobbies & corridors	M	29-6	Building Interiors
Smoke detectors	BM	29-1,2	Fire & Safety Systems & Equipment
Heat/smoke detectors	BM	29-6	Fire & Safety Systems & Equipment
Office equipment	M	29-6	Building Interiors
Crawl spaces	M	29-6	Building Interiors
Storage rooms	M	29-6	Building Interiors
Electric meter	M	29-6	Electric Distribution System
Watermeter pit	M	29-6	Electric Distribution System
Emergency call system	M	29-6	Fire & Safety Systems & Equipment
Fire exit signs	M	29-6	Fire & Safety Systems & Equipment
Fire alarm system	M	29-6	Fire & Safety Systems & Equipment
Fire & smoke doors	M	29-6	Fire & Safety Systems & Equipment
Elevator fire emergency system	M	29-6	Fire & Safety Systems & Equipment
Fire Hoses	M	29-6	Fire & Safety Systems & Equipment
Fire Extinguishers	M	29-6	Fire & Safety Systems & Equipment
Work benches, shop power equip & tools	M	29-6	Maintenance Shops, Garages & Equip
Storage areas, shelving, port. power tools	M	29-6	Maintenance Shops, Garages & Equip
Gas piping	M	29-6	Natural Gas Distribution System
Gas meters	M	29-6	Natural Gas Distribution System

QUARTERLY & SEMI-ANNUAL MAINTENANCE SCHEDULE

General Outline of Quarterly Maintenance:

- All manhole and covers will be inspected for blockage and damage.
- All cleanouts and covers will be inspected for damage.
- All chimneys will be inspected for structural problems and damage.
- All units exteriors will be checked for damage or unsafe conditions, including roofs, foundation, landscaping, windows, doors, caulk condition, masonry and eaves.
- Parkview-roof area, entrance door, roof membrane, masonry, and caulk conditions will be inspected for damage.
- A complete inspection of sidewalks and walkways (front and rear), railings and stairs.

ITEM SPECIFIC QUARTERLY INSPECTIONS:

Domestic hot water heaters	Q	29-1,2	Apartments
Roof flashings & caulking, roof vents, masonry & mortar, roof drains, gutter & down spouts	Q	29-1,2	Building Exteriors
Exterior brickwork, mortar joints, caulking	Q	29-1,2	Building Exteriors
Shingle roofs, membrane roofs, roof ballast	Q	29-1,2	Building Exteriors
Walkways & handrails eaves, roof entry doors & frames, chimneys	Q	29-1,2	Building Exteriors
Window frames, caulking, screens, glass entry doors, storm doors, door closers	Q	29-1,2	Building Exteriors
Signs, mailboxes	Q	29-1,2	Building Interiors
Entry steps, porches, canopies	Q	29-1,2	Building Exteriors
Doors & frames, hinges, hardware in common areas	Q	29-1,2	Building Interiors
Windowsills, foundation walls, siding	Q	29-1,2	Building Exteriors
Electric power lines & poles	Q	29-1,2	Electric Distribution System
Play areas, benches, tables, mailboxes	Q	29-1,2	Grounds
Trees, Bushes, fertilize lawns	Q	29-1,2	Grounds
Hand tools	Q	29-1,2	Maintenance Shops, Garages & Equipment
Membrane roof, roof ballast, roof flashing	Q	29-6	Building Exteriors
Roof drains, walkways & handrails	Q	29-6	Building Exteriors
Signs & mail boxes	Q	29-6	Building Interiors
Caulking, roof vents, roof mounted	Q	29-6	Building Exteriors
Antennas, roof hatches, masonry & mortar	Q	29-6	Building Exteriors
Doors & frames hinges & hardware in common areas	Q	29-6	Building Interiors
Transformers	Q	29-6	Electric Distribution System
Fire sprinklers	Q	29-6	Fire & Safety Systems & Equip
Lawns, sanitary sewer manholes	Q	29-6	Grounds
Hand tools	Q	29-6	Maintenance Shops, Garages & Equip

ITEM SPECIFIC SEMI-ANNUAL INSPECTIONS:

Lubricate door locks	SA	29-1,2	Building Exteriors
Clocks	SA	29-1,2	Building Interiors
Transformers	SA	29-1,2	Electric Distribution System
Panel boards	SA	29-1,2	Electric Distribution System
Sanitary sewers & manholes	SA	29-1,2	Grounds
Boiler controls	SA	29-1,2	Heating, Ventilator & A/C Systems
Gas mains	SA	29-1,2	Natural Gas Distribution System
Water mains	SA	29-1,2	Water Distribution System
Emergency call alarms, lubricate locks	SA	29-6	Apartments
Ceilings, walls, flooring, windows & screens	SA	29-6	Apartments
Wall outlets, light switches, electrical panels	SA	29-6	Apartments
Doors & frames, kitchen & medicine cabinets	SA	29-6	Apartments
Ceramic tile, caulking, countertops	SA	29-6	Apartments
Plumbing fixtures, electrical heat, light fixtures	SA	29-6	Apartments
GFI's, exhaust fans, range hoods, thermostats	SA	29-6	Apartments
Door & intercom system, refrigerators, ranges	SA	29-6	Apartments
Clocks	SA	29-6	Building Interiors
Switchboards & panelboards	SA	29-6	Electric Distribution System
Water mains	SA	29-6	Electric Distribution System
Siamese fire hose connections	SA	29-6	Fire & Safety Systems & Equipment
Zone heat control system	SA	29-6	Heating Ventilation & Air Conditions Systems
Boiler controls	SA	29-6	Heating Ventilation & Air Conditions Systems

ITEM SPECIFIC ANNUAL & 5 YEAR INSPECTIONS:

Painting	5yr	29-1,2	Apartments
Ceilings, walls, flooring, windows & screens	A	29-1,2	Apartments
Refrigerators, ranges, lubricate locks, sump pumps	A	29-1,2	Apartments
Doors & frames, storm doors, kitchen & medicine cabinets, ceramic tile, tub surrounds, caulking Countertops, plumbing fixtures, furnaces, connectors Light fixtures, wallouts, light switches, electrical panels, GFI's, Exhaust fans, Thermostats	A	29-1,2	Apartments
Lawn Mowers	A	29-1,2	Grounds Maintenance Equipment
Grass cutting equipment	A	29-1,2	Grounds Maintenance Equipment
Snowblowers	A	29-1,2	Grounds Maintenance Equipment
Painting	5yr	29-6	Apartments

SEASONAL MAINTENANCE SCHEDULE

General Outline of Seasonal Maintenance:

- All gutters will be cleaned (summer & fall).
- All downspouts repaired (summer).
- All sidewalks checked and repaired (summer).
- All landscape repair (spring).
- All roofs inspected and repaired (spring & summer).
- All dumpsite areas and dumpsters inspected and repaired (summer).
- All lighting inspected and repaired (summer).
- All boilers started and checked (*contracted).
- All furnaces started and checked for repairs, filter changed, flu piping checked, carbon monoxide test preformed (fall).
- All water tanks will be checked for leakage, pressure valve test, flu piping checked, carbon monoxide test preformed (fall).
- Temperature test on "A"-units will be performed and random testing of other units will be preformed (fall).

EXHIBIT F

P&E Report
50103

Annual Statement / Performance and Evaluation Report
 Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No. 2577-0157
 (exp. 06/30/2005)

HA Name _____	Comprehensive Grant Number _____	FFY of Grant Approval _____
---------------	----------------------------------	-----------------------------

Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement/Revision Number _____
 Performance and Evaluation Report for Program Year Ending _____
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost ²	
		Original	Revised ¹	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
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—Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant (Sum of lines 2-19)				
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director _____	Date _____	Signature of Public Housing Director _____	Date _____
---------------------------------------	------------	--	------------

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

Annual Statement / Performance and Evaluation Report
 Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work ²
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	

Signature of Executive Director

Date

Signature of Public Housing Director

Date

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report .

Annual Statement / Performance and Evaluation Report
 Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work ²
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	

Signature of Executive Director

Date

Signature of Public Housing Director

Date

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 Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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Annual Statement / Performance and Evaluation Report
 Comprehensive Grant Program (CGP) **Part III: Implementation Schedule**

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

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

Signature of Executive Director _____ Date _____

Signature of Public Housing Director _____ Date _____

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Public reporting burden for this collection of information is estimated to average 75 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This collection of information requires that each eligible applicant submit information to HUD in order to receive its annual formula grant. This information will be used by HUD to determine whether the annual submission meets statutory and regulatory requirements for the annual formula grant and during implementation. Responses to the collection are required by Section 14(e)(3) and (4) of the U.S. Housing Act of 1937, as amended. The information requested does not lend itself to confidentiality.

Instructions for Preparation of Form HUD-52837, Annual Statement/Performance and Evaluation Report, Report Submission For the Annual Statement

Prepare a separate Form HUD-52837 (Parts I, II and III) for each annual formula grant, describing the activities which are planned to be undertaken with the current year's Comprehensive Grant Program (CGP) funds. Submit this form to HUD as part of each annual submission. On an as-needed basis, submit a revised form when prior HUD approval is required to amend the Annual Statement. When submitting a complete Form HUD-52837 (Parts I, II and III), only Part I shall be signed and dated. For revisions affecting individual pages, only the pages affected shall be signed, dated and submitted to HUD.

Prepare a separate Form HUD-52837 (Parts I, II and III) for each funding request from the \$75 million reserve for natural and other disasters and emergencies.

Prepare a separate Form HUD-52837 (Parts I, II and III) for each emergency funding request under the annual formula grant where there is no approved Comprehensive Plan.

Report Submission For the Performance and Evaluation Report

At the end of the program year (6/30), complete the sections of Parts I, II and III as noted in footnotes 1 and 2 on a copy of the original or revised Annual Statement and mark the box, Performance and Evaluation Report for Program Year Ending _____. Submit the form(s) to HUD, together with the narrative report on resident and local/tribal government participation and other required items, by 9/30. Continue reporting at the end of each program year, until the program is completed or all funds are expended.

Revisions to the Annual Statement which do not require prior HUD approval, (e.g. expenditures for emergency work, revisions resulting from the HA's application of fungibility) shall be reported in the Performance and Evaluation Report. Revisions requiring prior HUD approval shall be submitted in a revised Annual Statement, on an as-needed basis, prior to submission of the Performance and Evaluation Report.

Upon completion or termination of the activities funded in a specific grant year, complete the sections of Parts I, II and III as noted in footnotes 1 and 2 on a copy of the original or revised Annual Statement and mark the box, Final Performance and Evaluation Report. Submit a Final Performance and Evaluation Report as soon as the program is completed or all funds are expended.

Part I: Summary

Heading Instructions

HA Name. Enter the HA name.

Comprehensive Grant Number. Enter the unique Comprehensive Grant number designated for the annual grant. This number is a 13-digit alpha numeric code as follows: two-digit State code (alpha); two-digit Field Office code (numeric); P for Public Housing; three-digit HA number; three-digit Grant number; and two-digit Federal Fiscal Year identifier. The first Comprehensive Grant approved under the CGP shall be 701; e.g., VA05P03670193. The second Comprehensive Grant approved under the CGP shall be 702; e.g.,

VA05P03670294. Any funding from the \$75 million reserve for natural and other disasters and emergencies shall be given a separate Comprehensive Grant number. Grant Numbers shall be sequential, e.g., the annual formula grant is funded first and numbered VA05P03670395; a grant from the \$75 million reserve is funded next in the same FFY and numbered VA05P03670495.

FFY of Grant Approval. Enter the FFY in which the grant is being approved/was approved.

Type of Submission. Check the appropriate box and indicate whether the submission is the Original Annual Statement for the annual formula grant, the \$75 million Reserve for Disasters and Emergencies, the Revised Annual Statement (and revision number), the Performance and Evaluation Report for Program Year Ending (enter date, e.g., 6/30/96), or the Final Performance and Evaluation Report.

Original Total Estimated Cost

Line 1. Enter the Original Total Estimated Cost for all work that will be undertaken from non-CGP funds, including CIAP funds being reprogrammed for CGP purposes. Enter zero if no work will be undertaken from non-CGP funds.

Lines 2 through 19. For each line, enter the Original Total Estimated Cost, for all work that will be undertaken from the annual formula grant or the \$75 million reserve. Enter zero if no work will be undertaken in a particular development account. The sum total of lines 2 through 19 must equal the amount of the annual grant on line 20.

Note: Line 2 may not exceed 10 percent of line 20.

Line 3 may not exceed 20 percent of line 20 except where approved by HUD or the PHA is both an overall high performer and a Mod-high performer under the PHMAP.

Line 4 may not exceed 10 percent of line 20, excluding certain costs, except where approved by HUD.

Line 16 is available only to HAs participating in the Moving to Work demonstration program. The amount of funding that may be entered on this line is subject to the terms of the HA's executed Moving to Work Agreement with HUD.

Line 20. Amount of Annual Grant. Enter the sum of lines 2 through 19 in the Original Total Estimated Cost column.

Line 21. Amount of line 20 Related to Lead-Based Paint (LBP) Activities. Enter the amount of line 20 related to LBP activities (hard and soft costs) in the Original Total Estimated Cost column, as applicable. For example, if windows are being replaced, estimate the portion of the funding which is directly related to LBP abatement.

Line 22. Amount of line 20 Related to Section 504 Compliance. Enter the amount of line 20 related to Section 504 compliance (hard and soft costs) in the Original Total Estimated Cost column, as applicable.

Line 23. Amount of line 20 Related to Security. Enter the amount of line 20 related to Security (hard and soft costs) in the Original Total Estimated Cost column, as applicable.

Line 24. Amount of line 20 Related to Energy Conservation Measures. Enter the amount of line 20 related to Energy Conservation Measures (hard and soft costs) in the Original Total Estimated Cost column, as applicable.

Revised Total Estimated Cost

Lines 1 through 19. After initial approval by HUD, the HA shall track cost increases and decreases in lines 1 through 18 and cost decreases in line 19 of the Original Total Estimated Cost and report these revisions in the Revised Total Estimated Cost column at the end of each program year on the Performance and Evaluation Report. If revisions are reported in the Revised Total Estimated Cost column when a Performance and Evaluation Report is submitted, the revisions shall be reflected in the Original Total Estimated Cost column when the next Performance and Evaluation Report is submitted.

Where prior HUD approval is required to revise the Annual Statement (i.e., where a major work category is being added to the Annual Statement which was not included in the latest HUD-approved Five-Year Action Plan or a prior approved budget), enter the revisions to development accounts that are affected by the change in the Revised Total Estimated Cost column and submit only the pages of the form affected by the revision to HUD. Each page submitted for prior HUD approval of a revision shall be signed and dated by the HA and, where approved by HUD, a signed copy shall be returned to the HA.

Line 20. After initial approval by HUD, the sum of lines 2 through 19 in the Revised Total Estimated Cost column may not exceed the annual grant amount (line 20 in the Original Total Estimated Cost column).

Lines 21 through 24. After initial approval by HUD, the HA shall track cost increases and decreases in lines 21 through 24 of the Original Total Estimated Cost and report these revisions in the Revised Total Estimated Cost column when the Performance and Evaluation Report is submitted. If revisions are reported in the Revised Total Estimated Cost column when a Performance and Evaluation Report is submitted, the revisions shall be reflected in the Original Total Estimated Cost column when the next Performance and Evaluation Report is submitted.

Total Actual Cost

At the end of the CGP program year (6/30) for each grant with a separate Comprehensive Grant Number for which funds are still being expended, complete the section on Actual Cost on a copy of the original or revised Annual Statement, mark the box Performance and Evaluation Report for Program Year Ending _____ and submit to HUD by 9/30.

Upon completion or termination of the activities funded for each grant with a separate Comprehensive Grant Number, complete the section on Actual Cost as part of the submission of the Final Performance and Evaluation Report.

Lines 1 through 24. For each line, enter the Actual Cost of Funds Obligated and Expended at the end of the CGP program year (6/30) or upon completion or termination of the activities funded for each grant with a separate Comprehensive Grant Number. **Note:** Do not enter a dollar amount for obligated and expended for line 19 (Contingency). Funds from this account shall be shown as obligated and expended in another development account when funds from this account are used for cost overruns, contract modifications, or other work.

Line 20. Enter the sum of lines 2 through 18 for obligated and expended. The sum of lines 2 through 18 may not exceed line 20 in the Original Total Estimated Cost column.

Part II: Supporting Pages

Development Number/Name. Enter the abbreviated number (e.g., VA-36-1) and the name, if any, of each development where a major work category will be undertaken. Enter "HA-wide" for a major work category that relates to a HA-wide activity (e.g., management improvements; administration; physical improvements that are unpredictable, such as lead-based paint abatement, asbestos abatement, modernization of vacant units).

General Description of Major Work Categories. For each development listed, enter a general description of the major work categories, including those that will be funded with non-CGP funds and no cost items. Work categories should be described in broad terms, such as kitchens, bathrooms, electrical, site, etc. A work category may encompass various components; e.g., the major work category of kitchens may include ranges, refrigerators, cabinets, floors, etc. Do not specify the per unit cost or the quality of materials. Identify major work categories that will be accomplished by Force Account labor by entering (FA) in parenthesis next to the major work category. PHAs that are designated as both overall high performers and Mod-high performers under the PHMAP and IHAs do not have to identify major work categories that will be accomplished by FA. After listing all major work categories for all developments being funded, enter a general description of HA-wide activities such as; management improvements; administrative costs; non-dwelling equipment; physical improvements that are unpredictable such as lead-based paint abatement, asbestos abatement, modernization of vacant units. When major work categories are subsequently deleted, draw a line through the General Description of Major Work Categories, Development Account Number, Quantity, and Estimated Cost. When major work categories are subsequently added, enter the General Description of Major Work Categories, Development Account Number, Quantity and Estimated Cost under the appropriate development number/name. **Note:** Describe administrative and management improvement costs in sufficient detail for HUD to make a determination of eligibility. Identify items excluded from the 10 percent limitation on administrative cost, such as in-house LBP testing; identify management improvements and how they relate to identified physical or management improvement needs.

Development Account Number. For each major work category and HA-wide activity, enter the appropriate development account which corresponds to the major work categories described under the General Description of Major Work Categories column. For appropriate development accounts, refer to the CGP Handbook 7485.3. Where funding will be provided from non-CGP sources, or the work is a no-cost item, enter "N/A" for not applicable.

Quantity. Enter the quantity of each major work category, and HA-wide activity, to be undertaken as a percentage or whole number; e.g., 50 percent of the units, 125 units, train 25 residents, etc.

Total Estimated Cost

Original. For each major work category and HA-wide activity, enter the Original Estimated Cost. Asterisk the estimated cost of each major work category that will be funded with non-CGP funds, including reprogrammed CIAP funds. **After listing the estimated cost for all major work categories at a particular development, enter a subtotal of the estimated cost of only the major work categories that will be funded from the current year's CGP grant. (Note: Do not count costs that have been asterisked in this subtotal). Enter a subtotal for each HA-wide activity.** Enter a grand total for Part II of only the major work

categories and HA-wide activities that will be funded with the current year's CGP grant. The Grand Total may not exceed line 19 of the Original Total Estimated Cost column in Part I.

Revised. After initial approval by HUD, the HA shall track cost decreases or increases in the Original Total Estimated Cost and report these revisions in the Revised Total Estimated Cost column at the end of each program year on the Performance and Evaluation Report. If revisions are reported in the Revised Total Estimated Cost column when a Performance and Evaluation Report is submitted, the revisions shall be reflected in the Original Total Estimated Cost column when the next Performance and Evaluation Report is submitted. Where prior HUD approval is required to revise the Annual Statement (i.e., where a major work category is being added to the Annual Statement which was not included in the latest HUD-approved Five-Year Action Plan or a prior approved budget), enter the revisions to development accounts that are affected by the change in the Revised Total Estimated Cost column and submit only the pages of the form affected by the revision to HUD.

Total Actual Cost. At the end of the CGP program year for each grant with a separate Comprehensive Grant Number for which funds are still being expended, complete the section on Actual Cost for the Performance and Evaluation Report. Upon completion or termination of the activities funded for each grant with a separate Comprehensive Grant Number, complete the section on Actual Cost for the Final Performance and Evaluation Report.

Funds Obligated. In this column, for each development listed, enter the cumulative dollar amount of all funds obligated for that development opposite the Original Estimated Cost subtotal. For each HA-wide activity listed, enter the cumulative dollar amount of all funds obligated opposite the Original Estimated Cost subtotal. Enter the cumulative dollar amount of all funds obligated opposite the Grand Total. The Grand Total may not exceed line 19 in the Original Total Estimated Cost column in Part I. This includes funds obligated by the HA for work to be performed by contract labor (i.e., contract award) and force account labor (i.e., work actually started). Funds that are recorded as being obligated shall remain obligated so that total funds obligated are always greater than or equal to total funds expended. Total funds obligated shall not exceed the amount of the annual grant. **Note:** Do not enter a dollar amount for obligated for line 18 (Contingency). Funds from this account will be shown as obligated in the appropriate development account when funds from this account are used for cost overruns, contract modifications or other work.

Funds Expended. In this column, for each development listed, enter the cumulative dollar amount of all funds expended for that development opposite the Original Estimated Cost subtotal. For each HA-wide activity listed, enter the cumulative dollar amount of all funds expended opposite the Original Estimated Cost subtotal. Enter the cumulative dollar amount of all funds expended opposite the Grand Total. The Grand Total may not exceed line 19 in the Original Total Estimated Cost column in Part I. Total funds expended means cash actually disbursed and does not include retainage. **Note:** Do not enter a dollar amount for expended for line 18 (Contingency). Funds from this account will be shown as expended in the appropriate development account when funds from this account are used for cost overruns, contract modifications or other work.

Status of Proposed Work. At the end of the CGP program year, complete this section for the Performance and Evaluation Report. For each major work category and HA-wide physical improvement listed, prepare a brief description of the status of the item, e.g., work completed or contract awarded on May 5, 1996. Explain the addition, deletion or modification of any major work category, such as the addition of any emergency work, or changes to the Annual

Statement, by substituting major work categories from the Five-Year Action Plan or other approved modernization budgets. Where funds were budgeted for HA-wide physical improvements, indicate the actual developments/number of units where the funds were expended.

Part III: Implementation Schedule

Development Number/Name. Enter the abbreviated number (e.g., VA 36-1) and the name, if any, of each development listed on Part II. Enter "HA-wide" for major work categories that relate to HA-wide physical or management improvements.

Original - All Funds Obligated. Opposite each development and for each HA-wide physical or management activity, enter the estimated quarter ending date for obligation of all funds under the Original column. **Note:** Provide an implementation schedule only for HA-wide physical or management improvements, not for other HA-wide activities (e.g., administration).

Revised - All Funds Obligated. The HA may revise the target dates for fund obligation for delays outside of the HA's control. The revised dates shall be reported in this column at the end of the program year on the Performance and Evaluation Report. If revisions are reported in the Revised - All Funds Obligated column, the revised dates shall be reflected in the Original - All Funds Obligated column when the next Performance and Evaluation Report is submitted. When it is necessary for the HA to revise a target date for reasons within its control, the HA shall immediately submit a written request to the Field Office requesting approval of the new date. If the Field Office approves the revision, the revised dates shall be reflected in the Original - All Funds Obligated column when the next Performance and Evaluation Report is submitted.

Actual - All Funds Obligated. When all funds are obligated for a development or HA-wide activity, enter the quarter ending date that this occurred in the Actual column.

Original - All Funds Expended. Opposite each development and for each HA-wide physical or management activity, enter the estimated quarter ending date for expenditure of all funds under the Original column. **Note:** Provide an implementation schedule only for HA-wide physical or management improvements, not for other HA-wide activities, (e.g., administration).

Revised - All Funds Expended. The HA may revise the target dates for funds expenditure for delays outside of the HA's control. The revised dates shall be reported in this column at the end of the program year on the Performance and Evaluation Report. If revisions are reported in the Revised - All Funds Expended column, the revised dates shall be reflected in the Original - All Funds Expended column when the next Performance and Evaluation Report is submitted. When it is necessary for the HA to revise a target date for reasons within its control, the HA shall immediately submit a written request to the Field Office requesting approval of the new date. If the Field Offices approves the revision, the revised dates shall be reflected in the Original - All Funds Obligated column when the next Performance and Evaluation Report is submitted.

Actual - All Funds Expended. When all funds are expended for a development or HA-wide activity, enter the quarter ending date that this occurred in the Actual column. When all funds have been expended for a specific grant, the HA shall complete Parts I, II, and III, mark the box, Final Performance and Evaluation Report, and submit to the Field Office.

Reasons for Revised Target Dates. Explain any revisions to the target dates for fund obligation or expenditure by specifying the delay outside of the HA's control, where the HA has self-issued a time extension, or the date on which HUD approved a revised target due to delays within the HA's control.

EXHIBIT G

P&E Report 50203

Annual Statement / Performance and Evaluation Report
 Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No. 2577-0157
 (exp. 06/30/2005)

HA Name _____	Comprehensive Grant Number _____	FFY of Grant Approval _____
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Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement/Revision Number _____
 Performance and Evaluation Report for Program Year Ending _____
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost ²	
		Original	Revised ¹	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
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—Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant (Sum of lines 2-19)				
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director _____	Date _____	Signature of Public Housing Director _____	Date _____
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Annual Statement / Performance and Evaluation Report
 Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work ²
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	

Signature of Executive Director _____ Date _____

Signature of Public Housing Director _____ Date _____

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Annual Statement / Performance and Evaluation Report
 Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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 Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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 and Urban Development**
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Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work ²
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Signature of Executive Director

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Annual Statement / Performance and Evaluation Report
 Comprehensive Grant Program (CGP) **Part III: Implementation Schedule**

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

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

Signature of Executive Director _____ Date _____

Signature of Public Housing Director _____ Date _____

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Prepare a separate Form HUD-52837 (Parts I, II and III) for each emergency funding request under the annual formula grant where there is no approved Comprehensive Plan.

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FFY of Grant Approval. Enter the FFY in which the grant is being approved/was approved.

Type of Submission. Check the appropriate box and indicate whether the submission is the Original Annual Statement for the annual formula grant, the \$75 million Reserve for Disasters and Emergencies, the Revised Annual Statement (and revision number), the Performance and Evaluation Report for Program Year Ending (enter date, e.g., 6/30/96), or the Final Performance and Evaluation Report.

Original Total Estimated Cost

Line 1. Enter the Original Total Estimated Cost for all work that will be undertaken from non-CGP funds, including CIAP funds being reprogrammed for CGP purposes. Enter zero if no work will be undertaken from non-CGP funds.

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Line 22. Amount of line 20 Related to Section 504 Compliance. Enter the amount of line 20 related to Section 504 compliance (hard and soft costs) in the Original Total Estimated Cost column, as applicable.

Line 23. Amount of line 20 Related to Security. Enter the amount of line 20 related to Security (hard and soft costs) in the Original Total Estimated Cost column, as applicable.

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Revised Total Estimated Cost

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Line 20. After initial approval by HUD, the sum of lines 2 through 19 in the Revised Total Estimated Cost column may not exceed the annual grant amount (line 20 in the Original Total Estimated Cost column).

Lines 21 through 24. After initial approval by HUD, the HA shall track cost increases and decreases in lines 21 through 24 of the Original Total Estimated Cost and report these revisions in the Revised Total Estimated Cost column when the Performance and Evaluation Report is submitted. If revisions are reported in the Revised Total Estimated Cost column when a Performance and Evaluation Report is submitted, the revisions shall be reflected in the Original Total Estimated Cost column when the next Performance and Evaluation Report is submitted.

Total Actual Cost

At the end of the CGP program year (6/30) for each grant with a separate Comprehensive Grant Number for which funds are still being expended, complete the section on Actual Cost on a copy of the original or revised Annual Statement, mark the box Performance and Evaluation Report for Program Year Ending _____ and submit to HUD by 9/30.

Upon completion or termination of the activities funded for each grant with a separate Comprehensive Grant Number, complete the section on Actual Cost as part of the submission of the Final Performance and Evaluation Report.

Lines 1 through 24. For each line, enter the Actual Cost of Funds Obligated and Expended at the end of the CGP program year (6/30) or upon completion or termination of the activities funded for each grant with a separate Comprehensive Grant Number. **Note:** Do not enter a dollar amount for obligated and expended for line 19 (Contingency). Funds from this account shall be shown as obligated and expended in another development account when funds from this account are used for cost overruns, contract modifications, or other work.

Line 20. Enter the sum of lines 2 through 18 for obligated and expended. The sum of lines 2 through 18 may not exceed line 20 in the Original Total Estimated Cost column.

Part II: Supporting Pages

Development Number/Name. Enter the abbreviated number (e.g., VA-36-1) and the name, if any, of each development where a major work category will be undertaken. Enter "HA-wide" for a major work category that relates to a HA-wide activity (e.g., management improvements; administration; physical improvements that are unpredictable, such as lead-based paint abatement, asbestos abatement, modernization of vacant units).

General Description of Major Work Categories. For each development listed, enter a general description of the major work categories, including those that will be funded with non-CGP funds and no cost items. Work categories should be described in broad terms, such as kitchens, bathrooms, electrical, site, etc. A work category may encompass various components; e.g., the major work category of kitchens may include ranges, refrigerators, cabinets, floors, etc. Do not specify the per unit cost or the quality of materials. Identify major work categories that will be accomplished by Force Account labor by entering (FA) in parenthesis next to the major work category. PHAs that are designated as both overall high performers and Mod-high performers under the PHMAP and IHAs do not have to identify major work categories that will be accomplished by FA. After listing all major work categories for all developments being funded, enter a general description of HA-wide activities such as; management improvements; administrative costs; non-dwelling equipment; physical improvements that are unpredictable such as lead-based paint abatement, asbestos abatement, modernization of vacant units. When major work categories are subsequently deleted, draw a line through the General Description of Major Work Categories, Development Account Number, Quantity, and Estimated Cost. When major work categories are subsequently added, enter the General Description of Major Work Categories, Development Account Number, Quantity and Estimated Cost under the appropriate development number/name. **Note:** Describe administrative and management improvement costs in sufficient detail for HUD to make a determination of eligibility. Identify items excluded from the 10 percent limitation on administrative cost, such as in-house LBP testing; identify management improvements and how they relate to identified physical or management improvement needs.

Development Account Number. For each major work category and HA-wide activity, enter the appropriate development account which corresponds to the major work categories described under the General Description of Major Work Categories column. For appropriate development accounts, refer to the CGP Handbook 7485.3. Where funding will be provided from non-CGP sources, or the work is a no-cost item, enter "N/A" for not applicable.

Quantity. Enter the quantity of each major work category, and HA-wide activity, to be undertaken as a percentage or whole number; e.g., 50 percent of the units, 125 units, train 25 residents, etc.

Total Estimated Cost

Original. For each major work category and HA-wide activity, enter the Original Estimated Cost. Asterisk the estimated cost of each major work category that will be funded with non-CGP funds, including reprogrammed CIAP funds. **After listing the estimated cost for all major work categories at a particular development, enter a subtotal of the estimated cost of only the major work categories that will be funded from the current year's CGP grant.** (Note: Do not count costs that have been asterisked in this subtotal). **Enter a subtotal for each HA-wide activity.** Enter a grand total for Part II of only the major work

categories and HA-wide activities that will be funded with the current year's CGP grant. The Grand Total may not exceed line 19 of the Original Total Estimated Cost column in Part I.

Revised. After initial approval by HUD, the HA shall track cost decreases or increases in the Original Total Estimated Cost and report these revisions in the Revised Total Estimated Cost column at the end of each program year on the Performance and Evaluation Report. If revisions are reported in the Revised Total Estimated Cost column when a Performance and Evaluation Report is submitted, the revisions shall be reflected in the Original Total Estimated Cost column when the next Performance and Evaluation Report is submitted. Where prior HUD approval is required to revise the Annual Statement (i.e., where a major work category is being added to the Annual Statement which was not included in the latest HUD-approved Five-Year Action Plan or a prior approved budget), enter the revisions to development accounts that are affected by the change in the Revised Total Estimated Cost column and submit only the pages of the form affected by the revision to HUD.

Total Actual Cost. At the end of the CGP program year for each grant with a separate Comprehensive Grant Number for which funds are still being expended, complete the section on Actual Cost for the Performance and Evaluation Report. Upon completion or termination of the activities funded for each grant with a separate Comprehensive Grant Number, complete the section on Actual Cost for the Final Performance and Evaluation Report.

Funds Obligated. In this column, for each development listed, enter the cumulative dollar amount of all funds obligated for that development opposite the Original Estimated Cost subtotal. For each HA-wide activity listed, enter the cumulative dollar amount of all funds obligated opposite the Original Estimated Cost subtotal. Enter the cumulative dollar amount of all funds obligated opposite the Grand Total. The Grand Total may not exceed line 19 in the Original Total Estimated Cost column in Part I. This includes funds obligated by the HA for work to be performed by contract labor (i.e., contract award) and force account labor (i.e., work actually started). Funds that are recorded as being obligated shall remain obligated so that total funds obligated are always greater than or equal to total funds expended. Total funds obligated shall not exceed the amount of the annual grant. **Note:** Do not enter a dollar amount for obligated for line 18 (Contingency). Funds from this account will be shown as obligated in the appropriate development account when funds from this account are used for cost overruns, contract modifications or other work.

Funds Expended. In this column, for each development listed, enter the cumulative dollar amount of all funds expended for that development opposite the Original Estimated Cost subtotal. For each HA-wide activity listed, enter the cumulative dollar amount of all funds expended opposite the Original Estimated Cost subtotal. Enter the cumulative dollar amount of all funds expended opposite the Grand Total. The Grand Total may not exceed line 19 in the Original Total Estimated Cost column in Part I. Total funds expended means cash actually disbursed and does not include retainage. **Note:** Do not enter a dollar amount for expended for line 18 (Contingency). Funds from this account will be shown as expended in the appropriate development account when funds from this account are used for cost overruns, contract modifications or other work.

Status of Proposed Work. At the end of the CGP program year, complete this section for the Performance and Evaluation Report. For each major work category and HA-wide physical improvement listed, prepare a brief description of the status of the item, e.g., work completed or contract awarded on May 5, 1996. Explain the addition, deletion or modification of any major work category, such as the addition of any emergency work, or changes to the Annual

Statement, by substituting major work categories from the Five-Year Action Plan or other approved modernization budgets. Where funds were budgeted for HA-wide physical improvements, indicate the actual developments/number of units where the funds were expended.

Part III: Implementation Schedule

Development Number/Name. Enter the abbreviated number (e.g., VA 36-1) and the name, if any, of each development listed on Part II. Enter "HA-wide" for major work categories that relate to HA-wide physical or management improvements.

Original - All Funds Obligated. Opposite each development and for each HA-wide physical or management activity, enter the estimated quarter ending date for obligation of all funds under the Original column. **Note:** Provide an implementation schedule only for HA-wide physical or management improvements, not for other HA-wide activities (e.g., administration).

Revised - All Funds Obligated. The HA may revise the target dates for fund obligation for delays outside of the HA's control. The revised dates shall be reported in this column at the end of the program year on the Performance and Evaluation Report. If revisions are reported in the Revised - All Funds Obligated column, the revised dates shall be reflected in the Original - All Funds Obligated column when the next Performance and Evaluation Report is submitted. When it is necessary for the HA to revise a target date for reasons within its control, the HA shall immediately submit a written request to the Field Office requesting approval of the new date. If the Field Office approves the revision, the revised dates shall be reflected in the Original - All Funds Obligated column when the next Performance and Evaluation Report is submitted.

Actual - All Funds Obligated. When all funds are obligated for a development or HA-wide activity, enter the quarter ending date that this occurred in the Actual column.

Original - All Funds Expended. Opposite each development and for each HA-wide physical or management activity, enter the estimated quarter ending date for expenditure of all funds under the Original column. **Note:** Provide an implementation schedule only for HA-wide physical or management improvements, not for other HA-wide activities, (e.g., administration).

Revised - All Funds Expended. The HA may revise the target dates for funds expenditure for delays outside of the HA's control. The revised dates shall be reported in this column at the end of the program year on the Performance and Evaluation Report. If revisions are reported in the Revised - All Funds Expended column, the revised dates shall be reflected in the Original - All Funds Expended column when the next Performance and Evaluation Report is submitted. When it is necessary for the HA to revise a target date for reasons within its control, the HA shall immediately submit a written request to the Field Office requesting approval of the new date. If the Field Offices approves the revision, the revised dates shall be reflected in the Original - All Funds Obligated column when the next Performance and Evaluation Report is submitted.

Actual - All Funds Expended. When all funds are expended for a development or HA-wide activity, enter the quarter ending date that this occurred in the Actual column. When all funds have been expended for a specific grant, the HA shall complete Parts I, II, and III, mark the box, Final Performance and Evaluation Report, and submit to the Field Office.

Reasons for Revised Target Dates. Explain any revisions to the target dates for fund obligation or expenditure by specifying the delay outside of the HA's control, where the HA has self-issued a time extension, or the date on which HUD approved a revised target due to delays within the HA's control.

EXHIBIT H

P&E Report 50104

Annual Statement / Performance and Evaluation Report
 Comprehensive Grant Program (CGP) **Part I: Summary**

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

OMB Approval No. 2577-0157
 (exp. 06/30/2005)

HA Name _____	Comprehensive Grant Number _____	FFY of Grant Approval _____
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Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement/Revision Number _____
 Performance and Evaluation Report for Program Year Ending _____
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost ²	
		Original	Revised ¹	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
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—Non-expendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant (Sum of lines 2-19)				
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director _____	Date _____	Signature of Public Housing Director _____	Date _____
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¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
² To be completed for the Performance and Evaluation Report.

Annual Statement / Performance and Evaluation Report
 Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work ²
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	

Signature of Executive Director

Date

Signature of Public Housing Director

Date

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report .

Annual Statement / Performance and Evaluation Report
 Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work ²
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	

Signature of Executive Director

Date

Signature of Public Housing Director

Date

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report .

Annual Statement / Performance and Evaluation Report
 Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work ²
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	

Signature of Executive Director

Date

Signature of Public Housing Director

Date

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report .

Annual Statement / Performance and Evaluation Report
 Comprehensive Grant Program (CGP) **Part III: Implementation Schedule**

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

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

Signature of Executive Director _____ Date _____

Signature of Public Housing Director _____ Date _____

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

Public reporting burden for this collection of information is estimated to average 75 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This collection of information requires that each eligible applicant submit information to HUD in order to receive its annual formula grant. This information will be used by HUD to determine whether the annual submission meets statutory and regulatory requirements for the annual formula grant and during implementation. Responses to the collection are required by Section 14(e)(3) and (4) of the U.S. Housing Act of 1937, as amended. The information requested does not lend itself to confidentiality.

Instructions for Preparation of Form HUD-52837, Annual Statement/Performance and Evaluation Report, Report Submission For the Annual Statement

Prepare a separate Form HUD-52837 (Parts I, II and III) for each annual formula grant, describing the activities which are planned to be undertaken with the current year's Comprehensive Grant Program (CGP) funds. Submit this form to HUD as part of each annual submission. On an as-needed basis, submit a revised form when prior HUD approval is required to amend the Annual Statement. When submitting a complete Form HUD-52837 (Parts I, II and III), only Part I shall be signed and dated. For revisions affecting individual pages, only the pages affected shall be signed, dated and submitted to HUD.

Prepare a separate Form HUD-52837 (Parts I, II and III) for each funding request from the \$75 million reserve for natural and other disasters and emergencies.

Prepare a separate Form HUD-52837 (Parts I, II and III) for each emergency funding request under the annual formula grant where there is no approved Comprehensive Plan.

Report Submission For the Performance and Evaluation Report

At the end of the program year (6/30), complete the sections of Parts I, II and III as noted in footnotes 1 and 2 on a copy of the original or revised Annual Statement and mark the box, Performance and Evaluation Report for Program Year Ending _____. Submit the form(s) to HUD, together with the narrative report on resident and local/tribal government participation and other required items, by 9/30. Continue reporting at the end of each program year, until the program is completed or all funds are expended.

Revisions to the Annual Statement which do not require prior HUD approval, (e.g. expenditures for emergency work, revisions resulting from the HA's application of fungibility) shall be reported in the Performance and Evaluation Report. Revisions requiring prior HUD approval shall be submitted in a revised Annual Statement, on an as-needed basis, prior to submission of the Performance and Evaluation Report.

Upon completion or termination of the activities funded in a specific grant year, complete the sections of Parts I, II and III as noted in footnotes 1 and 2 on a copy of the original or revised Annual Statement and mark the box, Final Performance and Evaluation Report. Submit a Final Performance and Evaluation Report as soon as the program is completed or all funds are expended.

Part I: Summary

Heading Instructions

HA Name. Enter the HA name.

Comprehensive Grant Number. Enter the unique Comprehensive Grant number designated for the annual grant. This number is a 13-digit alpha numeric code as follows: two-digit State code (alpha); two-digit Field Office code (numeric); P for Public Housing; three-digit HA number; three-digit Grant number; and two-digit Federal Fiscal Year identifier. The first Comprehensive Grant approved under the CGP shall be 701; e.g., VA05P03670193. The second Comprehensive Grant approved under the CGP shall be 702; e.g.,

VA05P03670294. Any funding from the \$75 million reserve for natural and other disasters and emergencies shall be given a separate Comprehensive Grant number. Grant Numbers shall be sequential, e.g., the annual formula grant is funded first and numbered VA05P03670395; a grant from the \$75 million reserve is funded next in the same FFY and numbered VA05P03670495.

FFY of Grant Approval. Enter the FFY in which the grant is being approved/was approved.

Type of Submission. Check the appropriate box and indicate whether the submission is the Original Annual Statement for the annual formula grant, the \$75 million Reserve for Disasters and Emergencies, the Revised Annual Statement (and revision number), the Performance and Evaluation Report for Program Year Ending (enter date, e.g., 6/30/96), or the Final Performance and Evaluation Report.

Original Total Estimated Cost

Line 1. Enter the Original Total Estimated Cost for all work that will be undertaken from non-CGP funds, including CIAP funds being reprogrammed for CGP purposes. Enter zero if no work will be undertaken from non-CGP funds.

Lines 2 through 19. For each line, enter the Original Total Estimated Cost, for all work that will be undertaken from the annual formula grant or the \$75 million reserve. Enter zero if no work will be undertaken in a particular development account. The sum total of lines 2 through 19 must equal the amount of the annual grant on line 20.

Note: Line 2 may not exceed 10 percent of line 20.

Line 3 may not exceed 20 percent of line 20 except where approved by HUD or the PHA is both an overall high performer and a Mod-high performer under the PHMAP.

Line 4 may not exceed 10 percent of line 20, excluding certain costs, except where approved by HUD.

Line 16 is available only to HAs participating in the Moving to Work demonstration program. The amount of funding that may be entered on this line is subject to the terms of the HA's executed Moving to Work Agreement with HUD.

Line 20. Amount of Annual Grant. Enter the sum of lines 2 through 19 in the Original Total Estimated Cost column.

Line 21. Amount of line 20 Related to Lead-Based Paint (LBP) Activities. Enter the amount of line 20 related to LBP activities (hard and soft costs) in the Original Total Estimated Cost column, as applicable. For example, if windows are being replaced, estimate the portion of the funding which is directly related to LBP abatement.

Line 22. Amount of line 20 Related to Section 504 Compliance. Enter the amount of line 20 related to Section 504 compliance (hard and soft costs) in the Original Total Estimated Cost column, as applicable.

Line 23. Amount of line 20 Related to Security. Enter the amount of line 20 related to Security (hard and soft costs) in the Original Total Estimated Cost column, as applicable.

Line 24. Amount of line 20 Related to Energy Conservation Measures. Enter the amount of line 20 related to Energy Conservation Measures (hard and soft costs) in the Original Total Estimated Cost column, as applicable.

Revised Total Estimated Cost

Lines 1 through 19. After initial approval by HUD, the HA shall track cost increases and decreases in lines 1 through 18 and cost decreases in line 19 of the Original Total Estimated Cost and report these revisions in the Revised Total Estimated Cost column at the end of each program year on the Performance and Evaluation Report. If revisions are reported in the Revised Total Estimated Cost column when a Performance and Evaluation Report is submitted, the revisions shall be reflected in the Original Total Estimated Cost column when the next Performance and Evaluation Report is submitted.

Where prior HUD approval is required to revise the Annual Statement (i.e., where a major work category is being added to the Annual Statement which was not included in the latest HUD-approved Five-Year Action Plan or a prior approved budget), enter the revisions to development accounts that are affected by the change in the Revised Total Estimated Cost column and submit only the pages of the form affected by the revision to HUD. Each page submitted for prior HUD approval of a revision shall be signed and dated by the HA and, where approved by HUD, a signed copy shall be returned to the HA.

Line 20. After initial approval by HUD, the sum of lines 2 through 19 in the Revised Total Estimated Cost column may not exceed the annual grant amount (line 20 in the Original Total Estimated Cost column).

Lines 21 through 24. After initial approval by HUD, the HA shall track cost increases and decreases in lines 21 through 24 of the Original Total Estimated Cost and report these revisions in the Revised Total Estimated Cost column when the Performance and Evaluation Report is submitted. If revisions are reported in the Revised Total Estimated Cost column when a Performance and Evaluation Report is submitted, the revisions shall be reflected in the Original Total Estimated Cost column when the next Performance and Evaluation Report is submitted.

Total Actual Cost

At the end of the CGP program year (6/30) for each grant with a separate Comprehensive Grant Number for which funds are still being expended, complete the section on Actual Cost on a copy of the original or revised Annual Statement, mark the box Performance and Evaluation Report for Program Year Ending _____ and submit to HUD by 9/30.

Upon completion or termination of the activities funded for each grant with a separate Comprehensive Grant Number, complete the section on Actual Cost as part of the submission of the Final Performance and Evaluation Report.

Lines 1 through 24. For each line, enter the Actual Cost of Funds Obligated and Expended at the end of the CGP program year (6/30) or upon completion or termination of the activities funded for each grant with a separate Comprehensive Grant Number. **Note:** Do not enter a dollar amount for obligated and expended for line 19 (Contingency). Funds from this account shall be shown as obligated and expended in another development account when funds from this account are used for cost overruns, contract modifications, or other work.

Line 20. Enter the sum of lines 2 through 18 for obligated and expended. The sum of lines 2 through 18 may not exceed line 20 in the Original Total Estimated Cost column.

Part II: Supporting Pages

Development Number/Name. Enter the abbreviated number (e.g., VA-36-1) and the name, if any, of each development where a major work category will be undertaken. Enter "HA-wide" for a major work category that relates to a HA-wide activity (e.g., management improvements; administration; physical improvements that are unpredictable, such as lead-based paint abatement, asbestos abatement, modernization of vacant units).

General Description of Major Work Categories. For each development listed, enter a general description of the major work categories, including those that will be funded with non-CGP funds and no cost items. Work categories should be described in broad terms, such as kitchens, bathrooms, electrical, site, etc. A work category may encompass various components; e.g., the major work category of kitchens may include ranges, refrigerators, cabinets, floors, etc. Do not specify the per unit cost or the quality of materials. Identify major work categories that will be accomplished by Force Account labor by entering (FA) in parenthesis next to the major work category. PHAs that are designated as both overall high performers and Mod-high performers under the PHMAP and IHAs do not have to identify major work categories that will be accomplished by FA. After listing all major work categories for all developments being funded, enter a general description of HA-wide activities such as; management improvements; administrative costs; non-dwelling equipment; physical improvements that are unpredictable such as lead-based paint abatement, asbestos abatement, modernization of vacant units. When major work categories are subsequently deleted, draw a line through the General Description of Major Work Categories, Development Account Number, Quantity, and Estimated Cost. When major work categories are subsequently added, enter the General Description of Major Work Categories, Development Account Number, Quantity and Estimated Cost under the appropriate development number/name. **Note:** Describe administrative and management improvement costs in sufficient detail for HUD to make a determination of eligibility. Identify items excluded from the 10 percent limitation on administrative cost, such as in-house LBP testing; identify management improvements and how they relate to identified physical or management improvement needs.

Development Account Number. For each major work category and HA-wide activity, enter the appropriate development account which corresponds to the major work categories described under the General Description of Major Work Categories column. For appropriate development accounts, refer to the CGP Handbook 7485.3. Where funding will be provided from non-CGP sources, or the work is a no-cost item, enter "N/A" for not applicable.

Quantity. Enter the quantity of each major work category, and HA-wide activity, to be undertaken as a percentage or whole number; e.g., 50 percent of the units, 125 units, train 25 residents, etc.

Total Estimated Cost

Original. For each major work category and HA-wide activity, enter the Original Estimated Cost. Asterisk the estimated cost of each major work category that will be funded with non-CGP funds, including reprogrammed CIAP funds. **After listing the estimated cost for all major work categories at a particular development, enter a subtotal of the estimated cost of only the major work categories that will be funded from the current year's CGP grant. (Note: Do not count costs that have been asterisked in this subtotal). Enter a subtotal for each HA-wide activity.** Enter a grand total for Part II of only the major work

categories and HA-wide activities that will be funded with the current year's CGP grant. The Grand Total may not exceed line 19 of the Original Total Estimated Cost column in Part I.

Revised. After initial approval by HUD, the HA shall track cost decreases or increases in the Original Total Estimated Cost and report these revisions in the Revised Total Estimated Cost column at the end of each program year on the Performance and Evaluation Report. If revisions are reported in the Revised Total Estimated Cost column when a Performance and Evaluation Report is submitted, the revisions shall be reflected in the Original Total Estimated Cost column when the next Performance and Evaluation Report is submitted. Where prior HUD approval is required to revise the Annual Statement (i.e., where a major work category is being added to the Annual Statement which was not included in the latest HUD-approved Five-Year Action Plan or a prior approved budget), enter the revisions to development accounts that are affected by the change in the Revised Total Estimated Cost column and submit only the pages of the form affected by the revision to HUD.

Total Actual Cost. At the end of the CGP program year for each grant with a separate Comprehensive Grant Number for which funds are still being expended, complete the section on Actual Cost for the Performance and Evaluation Report. Upon completion or termination of the activities funded for each grant with a separate Comprehensive Grant Number, complete the section on Actual Cost for the Final Performance and Evaluation Report.

Funds Obligated. In this column, for each development listed, enter the cumulative dollar amount of all funds obligated for that development opposite the Original Estimated Cost subtotal. For each HA-wide activity listed, enter the cumulative dollar amount of all funds obligated opposite the Original Estimated Cost subtotal. Enter the cumulative dollar amount of all funds obligated opposite the Grand Total. The Grand Total may not exceed line 19 in the Original Total Estimated Cost column in Part I. This includes funds obligated by the HA for work to be performed by contract labor (i.e., contract award) and force account labor (i.e., work actually started). Funds that are recorded as being obligated shall remain obligated so that total funds obligated are always greater than or equal to total funds expended. Total funds obligated shall not exceed the amount of the annual grant. **Note:** Do not enter a dollar amount for obligated for line 18 (Contingency). Funds from this account will be shown as obligated in the appropriate development account when funds from this account are used for cost overruns, contract modifications or other work.

Funds Expended. In this column, for each development listed, enter the cumulative dollar amount of all funds expended for that development opposite the Original Estimated Cost subtotal. For each HA-wide activity listed, enter the cumulative dollar amount of all funds expended opposite the Original Estimated Cost subtotal. Enter the cumulative dollar amount of all funds expended opposite the Grand Total. The Grand Total may not exceed line 19 in the Original Total Estimated Cost column in Part I. Total funds expended means cash actually disbursed and does not include retainage. **Note:** Do not enter a dollar amount for expended for line 18 (Contingency). Funds from this account will be shown as expended in the appropriate development account when funds from this account are used for cost overruns, contract modifications or other work.

Status of Proposed Work. At the end of the CGP program year, complete this section for the Performance and Evaluation Report. For each major work category and HA-wide physical improvement listed, prepare a brief description of the status of the item, e.g., work completed or contract awarded on May 5, 1996. Explain the addition, deletion or modification of any major work category, such as the addition of any emergency work, or changes to the Annual

Statement, by substituting major work categories from the Five-Year Action Plan or other approved modernization budgets. Where funds were budgeted for HA-wide physical improvements, indicate the actual developments/number of units where the funds were expended.

Part III: Implementation Schedule

Development Number/Name. Enter the abbreviated number (e.g., VA 36-1) and the name, if any, of each development listed on Part II. Enter "HA-wide" for major work categories that relate to HA-wide physical or management improvements.

Original - All Funds Obligated. Opposite each development and for each HA-wide physical or management activity, enter the estimated quarter ending date for obligation of all funds under the Original column. **Note:** Provide an implementation schedule only for HA-wide physical or management improvements, not for other HA-wide activities (e.g., administration).

Revised - All Funds Obligated. The HA may revise the target dates for fund obligation for delays outside of the HA's control. The revised dates shall be reported in this column at the end of the program year on the Performance and Evaluation Report. If revisions are reported in the Revised - All Funds Obligated column, the revised dates shall be reflected in the Original - All Funds Obligated column when the next Performance and Evaluation Report is submitted. When it is necessary for the HA to revise a target date for reasons within its control, the HA shall immediately submit a written request to the Field Office requesting approval of the new date. If the Field Office approves the revision, the revised dates shall be reflected in the Original - All Funds Obligated column when the next Performance and Evaluation Report is submitted.

Actual - All Funds Obligated. When all funds are obligated for a development or HA-wide activity, enter the quarter ending date that this occurred in the Actual column.

Original - All Funds Expended. Opposite each development and for each HA-wide physical or management activity, enter the estimated quarter ending date for expenditure of all funds under the Original column. **Note:** Provide an implementation schedule only for HA-wide physical or management improvements, not for other HA-wide activities, (e.g., administration).

Revised - All Funds Expended. The HA may revise the target dates for funds expenditure for delays outside of the HA's control. The revised dates shall be reported in this column at the end of the program year on the Performance and Evaluation Report. If revisions are reported in the Revised - All Funds Expended column, the revised dates shall be reflected in the Original - All Funds Expended column when the next Performance and Evaluation Report is submitted. When it is necessary for the HA to revise a target date for reasons within its control, the HA shall immediately submit a written request to the Field Office requesting approval of the new date. If the Field Offices approves the revision, the revised dates shall be reflected in the Original - All Funds Obligated column when the next Performance and Evaluation Report is submitted.

Actual - All Funds Expended. When all funds are expended for a development or HA-wide activity, enter the quarter ending date that this occurred in the Actual column. When all funds have been expended for a specific grant, the HA shall complete Parts I, II, and III, mark the box, Final Performance and Evaluation Report, and submit to the Field Office.

Reasons for Revised Target Dates. Explain any revisions to the target dates for fund obligation or expenditure by specifying the delay outside of the HA's control, where the HA has self-issued a time extension, or the date on which HUD approved a revised target due to delays within the HA's control.

EXHIBIT I

Voluntary Conversions
Initial Assessments
Component 10 (b)

COMPONENT 10, (b) Voluntary Conversion Initial Assessments

- a. How many of the PHA's developments are subject to the required initial assessments?

Two

- b. How many of the PHA's developments are not subject to the required initial assessments based on exemptions?

One

- c. How many assessments were conducted for the PHA's covered developments

In Process

- d. Identify PHA Developments that may be appropriate for conversion based on the required initial assessments:

None

- e. Streamlined consolidated plan requirements for multiple jurisdictions :

N/A

- f. Resident Advisory Board Notification of Plan Process:

See Attachment A enclosed

EXHIBIT J

LMHA Appointment and Organization Chart

Lackawanna Municipal Housing Authority
Board of Commissioners and Executive Committee
Appointment & Organizational Chart as of 12/22/04

Commissioners and Executive Committee			Term of Appointment		
Title	Name	Address	Phone(s)	Appt. Date	Expiration Date
Chairman	Salvatore Monaco, Retired	87 Shamokin Drive	823-0906	11/15/00	11/15/2005
Vice-Chairman	John D. Bozich, Sanitation Engineer	158 Edison Street	H-823-4947	11/15/01	11/15/2006
Executive Director	Thomas J. Radich,	42 Bedford Avenue	827-8369 - H 823-2551 - W	1/31/01	1/31/2008
Counsel (Acting)	Frank L. Bybel	674 Ridge Road	823-2558 - W 308-3446 - C	1/31/01	
Tenant Commissioner	Dorothy Glover, Retired	56-1 Gates Avenue	828-1435	7/1/04	6/30/2006
Tenant Commissioner	Laverne Ware, CAO Employee	13 Thomas Terrace,	825-1553 - H	7/1/04	6/30/2006
Commissioner	Anthony Mingarelli, County Parks	79 Circle Lane	H - 826-2167, W 652-1380	11/15/04	11/15/2009
Commissioner	Margaret Riley, Retired	600 Ridge Road ,Apt# 310	826-8376-H	2/10/03	11/15/2007
Commissioner	John Shaw, Retired	66 Fisher Road	826-8215-H, 863-8030 C	11/15/03	11/15/2008

COMMISSIONERS AND EXECUTIVE COMMITTEE ARE KINDLY ASKED TO PROVIDE THE MOST RECENT CONTACT INFORMATION TO BOARD SECRETARY TO ENSURE THAT LIST IS UP -TO-DATE AND ACCURATE.

EXHIBIT K

PHAS – Resident Service and Satisfaction Survey – Follow-up Plan

PHAS – Resident Service and Satisfaction Survey Follow-up Plan

To be in compliance with the Public Housing Assessment System (PHAS) Regulations, PHA's are required to develop a Follow-Up Plan as part of the Annual Agency Plan when scores are less than 75% or more of the survey's five separate areas of Maintenance and Repair, Communication, Safety, Services, Housing Development Appearance

- In the sub-component of Communication, the LMHA has met with its Resident Advisory Board regarding their concerns in this area. Plans are underway to resurrect the LMHA Newsletter in a completely revised iteration that is more comprehensive and informative to residents. As part of the newsletter there will be sections that notifies residents of improvement/ rehabilitation projects planned or implemented. Already as part of the Board of Commissioner Meeting the Board welcomes tenant input and comments at every meeting held. The Authority is investigating the feasibility to allow access to its Newsletter, ACOP, Sample Leases and applications via Internet access.

- In the sub-component of Safety, the LMHA continues to actively encourage interaction with its local police agency as a means to facilitate better patrol and positive action programs such as D.A.R.E., etc. Regrettably since PHDEP has been suspended, the Authority is planning on allotting some of its operations funds toward some other form of security implementation that will continue to provide and improve upon the safety and security for all residents. With the remaining funds of the last PHDEP grant, the Authority will close out that grant with another security report. In the opening of its new Community Resource Center, the LMHA will further promote youth counseling, anti-drug programs and guest speakers that encourage safe, positive and healthy lifestyles. Education and planning/ prevention classes conducted by volunteer

college students will be the key component to promoting these affirmative issues.

- In the area of Housing Development Appearance the Authority will continue its concentrated effort to elevate its standards to another level for both mechanical (safety) and physical appearance. The pride that is derived and associated by living in a healthy environment is exponential and obviously self perpetuates that preferred standard. To that end the Authority has hired a housing inspector to perform quarterly inspections to ensure that the model is maintained. Those residents who continue to fail to live up to the obligations imposed upon them within their lease will be asked to comply and maintain acceptable conditions or face the implications of legal proceedings to remove them from the development. The Authority is considering the procurement of a street/sidewalk vacuum as a means to keep its grounds in a clean and attractive. More community cleanups with volunteers are planned in cooperation with local schools.

EXHIBIT L

Admissions and
Continued Occupancy
Policy, Lease, Pet Policy
(ACOP)

STATEMENT OF POLICIES GOVERNING
ADMISSION AND CONTINUED OCCUPANCY
 LACKAWANNA MUNICIPAL HOUSING AUTHORITY

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**STATEMENT OF POLICIES GOVERNING
ADMISSION AND CONTINUED OCCUPANCY
LACKAWANNA MUNICIPAL HOUSING AUTHORITY**

SECTION I - BASIC POLICY:

In the operation of its low rent housing projects, it will be the policy of the LACKAWANNA MUNICIPAL HOUSING AUTHORITY, hereafter referred to as the "LMHA" or "AUTHORITY", to establish eligibility criteria that governs admission to, and continued occupancy of, its units in order to accomplish its objectives. Those objectives are to provide decent, safe, and sanitary housing for families and persons of very low income, and low income, in the most economical way possible.

Eligibility for admission to, and occupancy of, Low-Income Public Housing is governed by requirements of the Department of Housing and Urban Development, with some latitude for local policies and procedures. This Admissions and Continued Occupancy Policy ("ACOP") incorporates these requirements and is binding upon applicants, tenants, and the Authority alike, the latter two through reference of the ACOP in the Dwelling Lease (see Exhibit A). Notwithstanding the above, changes in applicable Federal law or regulations shall supercede this policy at any point in which they are in conflict. Additionally, the LMHA adheres to the laws established by the Rental Housing Integrity Improvement Project Initiative (RHIIP) with the object to reduce errors in the administration of HUD's rental housing assistance funds, by taking actions and measures that better assure the "right benefits go to the right persons." This is intended to ensure that HUD's limited program funding serves as many low-income households as possible. With RHIIP a shift in focus from back-end error detection and correction efforts, to more proactive front-end program improvements and controls designed to reduce errors by addressing the root cause of many errors that contribute and jeopardize future program support and funding and underreporting of income used to determine rents.

NO FAMILY, OR PERSON, SHALL BE DENIED THE OPPORTUNITY TO APPLY FOR HOUSING, AND NO ELIGIBLE APPLICANT SHALL BE DENIED THE OPPORTUNITY TO LEASE ANY UNIT SUITABLE TO HIS/HER NEEDS ON ACCOUNT OF RACE, COLOR, CREED, SEX, RELIGION, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS. Available housing units shall be assigned in a fair and consistent manner to eligible families and persons of very low income, or low income, in accordance with their standing on the waiting list, and in order of priorities that have been established by the LMHA Board of Commissioners. (LMHA Waiting List priorities are listed in Exhibit B.)

SECTION II - CONDITIONS GOVERNING ELIGIBILITY:

A. Admission: All applicants for housing will be required to complete an LMHA application form (See Exhibit C). The LMHA will admit as tenants those applicants who at the time of admission meet ALL of the following requirements:

1. Qualify as a family (see Eligibility Requirements – Exhibit D);
2. Whose gross income does not exceed the most recent limits established by the Department of Housing and Urban Development;
3. Meet the citizenship/legal alien requirements; and
4. Meet the "Other Tenant Selection Criteria" as detailed in E below.

B. Verification of Information:

1. Pertinent information provided by applicants must be verified. Any information relative to the acceptance, or rejection, of an applicant must be documented and placed in the applicant's file. This may include, but is not limited to, reports of interviews, letters, or notes from telephone conversations with reliable sources. At a minimum, these reports will include the date, the source of the information, and the name and title of the individual contacted.
2. Sources of information may include, but are not limited to, interviews with applicants at the LMHA main office or during home visits. They may include reports from present or former landlords, present or former employers, other family members, social service agencies, parole officers, court records, drug treatment centers, clinics, physicians, clergymen, law enforcement agencies, or other sources deemed appropriate by Authority.
3. Tenant Advisory Board - The LMHA may establish a Tenant Advisory Board for consultation in connection with the verification process.

C. Notification of Applicant: Applicants determined to be eligible to receive public housing will be promptly notified, in writing, by the Authority. Eligible applicants will be placed in the application pool, according to LMHA priorities as established by the Board of Commissioners, and by the date of their application. All applications received by the Authority will be date and time stamped.

D. Preferences:

Effective October 21, 1998, the Quality Housing Work Responsibility Act (QHWRA) permanently repealed the use of Federal preferences in selecting tenant from Public Housing Authority waiting lists. Applicants may claim a preference when they initially apply for admission or at any time while on the waiting list. A preference overrides an application date and time. In the case of no preference being claimed by an applicant, date & time will be used in determining position on list.

1. **Priorities in the Selection of Tenants:**

The LMHA Board of Commissioners has determined through the adoption of this policy, that the priorities listed on Exhibit B are consistent with its objectives as stated in the preceding section.

Furthermore, priority standing in the application pool is the first criterion to be considered when eligible applicants are to be selected for available suitable units, regardless of the length of time other applicants have been in the application pool. The Board of Commissioners has deemed that preferences will be given for the following as outlined in Schedule "B." All said preferences will be aggregating (two preferences will outweigh one, and three will outweigh two, etc.) and given an equal weight. Prospective tenants will need to show verification of each preference they submit for consideration on their application as enumerated by each of the following:

- Residents of the City of Lackawanna (local preference)
- Elderly or Disabled (Elderly: Head or spouse over age 62) (Disabled: A family whose head, spouse or sole member is a person with disabilities or as defined in Section 3(b) of the 1937 Housing Act (42 U.S.C. 1437 a (b)). Also see note below regarding Working Preference
- Near Elderly (At least 50 years of age, but less than 62)
- Veteran's and Veteran's widow preference
- Working preference -given only to families whose head, spouse or other family member works full time over 35 hours per week. Note: Elderly or Disabled persons as defined above will also be given the benefit of this preference

E. Other Tenant Selection Criteria: The following criteria will be used in selecting families, or persons, for occupancy of its units beyond the basic conditions governing eligibility, as stated in Section II-A.

1. Applicant's past performance in meeting financial obligations, especially rental payments to present or former landlords.
2. Applicant's record of disturbances of neighbors, destruction of property, living or housekeeping habits at current or prior residences, which may adversely affect the health, safety, or welfare of other tenants.
3. Applicant's history of criminal activity involving crimes or physical violence to persons, or property, or other criminal acts which would adversely affect the health, safety, or welfare of other tenants.
4. All members of the household, 18 years or older, will be screened before approval for admission.

In the event the LMHA receives unfavorable information with respect to an eligible applicant, the LMHA Executive Director shall make the final determination as to whether the applicant will receive an appropriate unit. The Authority shall give consideration to the time, nature, and extent of the applicant's conduct and to the factors that might indicate a reasonable probability of favorable future conduct, or financial prospects. The Authority shall look for the following:

- a. Evidence of the applicant's rehabilitation.
- b. Evidence that the applicant is willing to participate in social service, or other appropriate counseling services.

Evidence that the applicant is willing to attempt to increase income, based on the availability of training and employment programs in the locality.

F. Income Targeting:

1. The Lackawanna Municipal Housing Authority will make at least 40 percent of the assisted units that become available in each year of the project's fiscal year available for leasing to families whose income do not exceed 30 percent of the area median income ("extremely low-income") – as published by the Department of Housing and Urban Development - at the time of admission. The LMHA will have a plan in place to track conformity and consistency to same. The Authority's preference system will yield results that are in compliance with statutory and program Income Targeting requirements.
2. If after a reasonable effort the LMHA actively marketed at least 40 percent of the annually available units to "extremely low-income," families but is still unable to fill all of the units with families meeting the "extremely low-income" requirement, the LMHA is permitted to rent to other eligible families after a reasonable period has expired.

SECTION III - TENANT SELECTION AND ASSIGNMENT OF UNIT:

A. Eligible applicants shall be assigned an appropriate place in the application pool, as stated in Section II D. Furthermore, the Authority will offer only suitable bedroom size units to eligible applicants. The LMHA, through the adoption of this policy, sets forth the following CONTINUED OCCUPANCY STANDARDS in order to avoid overcrowding and to prevent the waste of space:

Number of Bedrooms	NUMBER OF PERSONS	
	MINIMUM	MAXIMUM
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

Ordinarily, units will be assigned so that it will not be necessary for persons of opposite sex, other than husband and wife, to occupy the same bedroom. The Authority may waive this condition in the instance where infants, or very young children, or where consenting adults are involved. Where it has been determined that the size of the unit is no longer suitable for the family, or person, in accordance with the above listed standards, the family, or person, will be required to move to another unit of appropriate size when it becomes available (SEE SECTION XIII). Only those Tenants, who qualify as a family, or a residuum of family, will be permitted to remain in occupancy in a unit of appropriate size.

- B.
 1. If the applicant is offered and refuses a suitable unit, his/ her name goes to the bottom of the waiting list.
 2. If an applicant is willing to accept the unit offered, but is unable to move at the time the offer is made, and he/she presents clear evidence to the Authority that such a move would result in undue hardship, the inability to accept the unit will not require the applicant to be moved to last place in the application pool.
 3. The applicant will be notified after the second rejection of a suitable unit that they will be placed on the inactive list for a period of 1 year. They will be given the opportunity to re-apply for housing after the expiration of that year.
- C. The Authority will consider the suitability of a project in relation to the family's needs. If appropriate size units exist in both a general occupancy project and a project for the elderly, elderly families with children and young handicapped or disabled persons will be housed in the general occupancy project.
- D. The Authority shall have one waiting list for its elderly project, Parkview Towers, and another for its general occupancy projects. However, an elderly family may be placed on either or both lists if unit size and type are appropriate. Elderly applicants shall be informed of their options at time of application.
- E. The Authority shall make its handicapped apartments available to handicapped persons. In the event that no handicapped applicants are available, those units shall be assigned to other applicants. However, applicants receiving handicapped apartments shall be required to sign an agreement with the LMHA that shall state that "in the event a handicapped applicant becomes available, and requires their unit, they shall be reassigned to another suitable unit" within the project if a vacancy exists.

SECTION IV – LEASING OF DWELLING UNITS:

- A. A Dwelling Lease is to be entered into between the LMHA and all of its tenants. The Dwelling Lease shall be signed by the LMHA Executive Director, or his/her designee and by the appropriate Tenant and/ or Tenants.

The Dwelling Lease will be kept current at all times and it shall state the rent charged and the conditions governing occupancy. A copy of the executed Lease, together with this Statement of Policies, will be given to the Tenant and a copy will be retained by the Authority and a copy of each placed in the Tenant's file.

- B. If, through any cause, the signer of the Lease ceases to be a member of the remaining Tenant family, or if the signer of the Lease vacates the unit, the Lease is to be voided and a new Lease agreement executed by the eligible remaining family members. If no remaining family member(s) is eligible for continued occupancy, he/she will be required to vacate.

- C. During tenure of a Lease, changes in rent, continued occupancy regulations, or family composition, shall be made in the following manner:

1. Changes in rent may be made by proper notice to the Tenant. Such notice shall become part of the existing Lease.
2. Any additions to the household of persons(s) age 18 and over to the Lease must be approved by the Authority.
3. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with occupancy standards.

- D. **APPLICATION DENIAL:**

1. The Authority may deny the application for any of the following reasons:
 - a. Applicant(s) do not meet Eligibility Criteria.

The dwelling unit is overcrowded or would exceed the Occupancy Standard.
2. Applicants determined to be ineligible to receive public housing will be promptly notified, in writing, by the Authority. Such notices shall state the reason, or reasons, for such determination. Said notice shall also state that the applicant has a right, upon his/her request within 10 days, to an informal hearing on the determination in order to make such reply or explanation as he/she may wish. (See Grievance Procedure – Exhibit E)

SECTION V - NEW TENANT RENTS AND SECURITY DEPOSITS:

- A. The LMHA shall begin to charge rent, beginning on the effective date of the signed lease agreement. Rent will be pro-rated whenever the lease date is other than the first of the month.

- B. In the event that a Tenant has paid rent in advance, and decides to vacate without giving the LMHA 30-days notice, no refund will be made. If 30 day notice is not given, tenant will be charged 30 days from the lease date.

- C. **SECURITY DEPOSITS**

1. No Tenant shall enter into housing without a Security Deposit. Cash or Money Order for Security Deposit payments shall be made payable to LMHA in the amount of:
 - a. \$100 for Baker Homes and Gates Avenue Projects
 - b. \$150 for Parkview Towers
2. Security Deposits must be paid in full prior to lease date. NO EXCEPTIONS WILL BE PERMITTED.
3. Security Deposits shall be put into an interest bearing account and such interest shall be paid to Tenant upon vacating the LMHA.

4. Security deposits may not be used while a Tenant remains in occupancy to cover rent, maintenance charges, or any other charges levied by the authority during occupancy.
5. Security deposits shall be used by the Authority to cover the following charges of a vacated Tenant and additional charges levied by the Authority:
 - a. Unpaid rent.
 - b. Court fees.
 - c. Maintenance costs to the apartment and development.
 - d. Retroactive rent calculation.
 - e. Tenant caused fire damage (including damage caused by family members, visitors, and guests.)
 - f. Other reasonable charges.
6. The entire tenant paid security deposit shall be transferred when Tenant transfers within or between developments along with charges incurred from the previous unit.
7. Security deposits may not be used by the Tenant before vacating to cover current or last month's rent. However, the security deposit will be taken by the LMHA to cover any unpaid balance.
8. Any refund due a Tenant will be forwarded to the Tenant or the estate within 30 days, after inspection and accounting procedures have been completed and applicable charges have been deducted.

D. TOTAL TENANT PAYMENT

In as-paid states, it is the greater of:

1. 30% of Monthly Adjusted Income
2. 10% of Monthly Income
3. Welfare rent (if applicable)
4. LMHA's "minimum rent" (\$50)
5. Flat Rents (see Section H, Part 13 -page 11:

E. PAYMENT OF RENTS:

PAYMENT AND COLLECTION OF RENTS IN A TIMELY MANNER IS OF THE UTMOST IMPORTANCE.

1. Rent is due on the 1st of the month. However, payments in advance of the 1st of the month will be accepted.
 - a. Tenants, who find it easier to be on a payment plan, will be issued a payment calendar with the understanding that the 1st payment will be made by the 5th of each month, the 2nd payment made prior to the 20th of the month. Tenants who arbitrarily withhold such calendar payments will then be required to make payment in full in accordance with the Lease Agreement. No further calendar consideration shall be entertained, and management shall not be obligated to accept any "partial payments" which may be offered.
2. A five (5) day grace period is maintained during which time the Tenant may make payment in full without penalty.

F. NON-PAYMENT OF RENTS:

1. Where rent is not paid in full by the 5th day, a \$10.00 late charge is assessed, except when tenant is in full compliance with the payment plan addressed in V-E.1 (c) above.
2. A 14-day notice to pay rent or quit the premises is served on the 6th day of the month. If the 6th day falls on a weekend or holiday, such notice is served on the 1st regular workday thereafter. If rent is not paid within this period, upon expiration of the 14-day notice period, a summary proceeding for non-payment will be initiated.
3. An LMHA representative shall serve the Tenant a copy of the Summary Proceedings either personally or taped to the door.
4. The matter is then scheduled in City Court for render of decision by the City Court Judge.
5. The Authority's position will be to seek a Money Judgment and Warrant of Eviction.
6. If a *Warrant of Eviction* is granted:

The LMHA will serve such notice upon said Tenant to vacate the premises within 72 hours.

 - b. If said Tenant fails to vacate the premises within the 72 hour period, the Authority, assisted by the City Marshall and/or Police, will secure the premises.

The Authority will store the Tenant's belongings on premises for thirty (30) days. If Tenant fails to remove said belongings within thirty (30) days, the cost of such removal will be assessed to the Tenant's account. After 30 days the LMHA is not responsible for said belongings of the former Tenant.

7. If a *Money Judgment* is granted:

a. The Authority will actively pursue collection of all monies due this Authority, regardless of whether the Tenant remains in occupancy or is physically evicted.

The Authority will attempt to collect such debt through wage attachment (garnishee), voluntary written repayment agreement, plus interest; or a Collection Agency. Failure to adhere to the terms and conditions of any repayment agreement are subject to all conditions of wage attachment.

G. MINIMUM RENT & HARDSHIP EXCEPTIONS:

MINIMUM RENT

The LMHA must charge families a minimum monthly rent no less than \$50.

The minimum rent for this Authority is \$50. The minimum rent refers to a minimum total resident payment and not a minimum resident rent. LMHA recognizes that in some instances even the minimum rent may create a financial hardship for families. LMHA will review all relevant circumstances brought to the Site Manager's attention regarding financial hardship as it applies to minimum rent.

The following section states the LMHA's procedures and policies in regard to minimum rent financial hardship as set forth by the QHWRA.

Lackawanna Municipal Housing Authority procedures upon notification by family requesting exemption.

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 LMHA 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.

HARDSHIP EXCEPTIONS:

1. **Hardship Exceptions:** The LMHA must waive this minimum monthly rent requirement to any family unable to pay due to financial hardships. The financial hardship exemption constitutes the only statutory exemption and includes these hardship situations:

- a. The family has lost Federal, State, or local government assistance or is waiting for eligibility determination (including legal immigrants);
- b. The family would be evicted if the minimum rent requirement was imposed;
- c. The family whose income has decreased due to a change in circumstances, including, but not limited to, loss of employment.
- d. A death in the family has occurred;
- e. Other situations as may be determined by the LMHA or HUD.

2. **Tenant Requests for Hardship Exception:** Upon a tenant's request for a hardship exception, the LMHA must waive the minimum rent charge beginning the month that immediately follows the date that the tenant made the request. The owner may request reasonable documentation of hardship in order to determine whether there is a hardship and whether it is of a temporary or long-term nature. This determination must be done in a prompt and timely manner. It is expected that this determination should be done in one week.

a. If the LMHA determines that there is **no hardship** covered by the statute, the LMHA shall immediately reinstate the minimum rent requirements.

The tenant is responsible for any minimum rent that was not paid from the date the minimum rent was suspended. The LMHA may not evict the tenant for nonpayment of rent during the time in which it takes the LMHA to make the hardship determination. A reasonable repayment agreement must be offered for any minimum rent backpayment by the tenant.

b. If it is determined that **the hardship is of a temporary nature**, the minimum rent shall not be imposed for a 90-day period from the date of the suspension. At the end of the 90-day period, the tenants shall be responsible for the minimum rent which shall be imposed retroactively to the initial date of the suspension. The tenant cannot be evicted for nonpayment of rent during the time in which it takes to make the hardship

determination nor during the 90-day grace period. A reasonable repayment agreement must be offered for any minimum rent backpayment by the tenant.

- c. If the nature of the **hardship is determined to be long-term**, the LMHA shall exempt the tenant from the minimum rent requirement from the date the suspension was granted until such a time that the hardship no longer exists.
- d. The LMHA will maintain documentation of all determinations regarding requests for hardship exceptions. HUD offices shall monitor this process during routine management reviews.
- e. The tenant -at the discretion of the Executive Director- may be required to validate continued Hardship Exception every 30 days.
- f. Implementation of a long-term suspension of the minimum rent requirement shall be treated as an interim recertification. The tenant must complete the appropriation recertification documents.

H. 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. 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. Interest, dividends and other net income of any kind from real or personal property (for this purpose, 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). 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. 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, worker's compensation and severance pay. Welfare assistance payments. Periodic and determinable allowances, such as alimony and child support payments, and regular 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 who is head of the family, spouse or other family member whose dependents are residing in the unit. 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.

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 recertification. 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.

1. Federal Income Exclusions

Annual income does not include temporary non-recurring or sporadic income. The LMHA adopts the following additional exclusions from annual income:

Temporary, non-recurring or sporadic income or gifts. Amounts which are specifically received for, or in reimbursement of the cost of illness or medical care. 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. 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. Income of a Live In Aide. Amounts received under training programs by HUD. 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, 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 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

2. Allowable Deductions for Adjusted Income

HUD has five allowable deductions from Annual Income: 1. 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 2. "Elderly" allowance: \$400 per household for families whose head or spouse is 62 or over or disabled 3. Allowable medical expenses for all family members are deducted for elderly and disabled families 4. 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 5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

TRAINING INCOME EXCLUSIONS 124 CFR 5.609(c) CFR 960.225 – Final Rule – March 29, 2000

The LMHA believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

The LMHA will share information regarding new policies governing training income derived from qualifying employment-training programs with applicants, participants and local social service providers. The LMHA'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 LMHA'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 LMHA 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 maybe one that is established by the government but implemented by a private company for and on behalf of the government.

The New Mandatory Earned Income Disregard (MEID) (CFR960.255) replaces training income exclusion effective 10/1/99. However families previously qualified for the Training Income Exclusion under 24 CFR 5.609(c) (13) may continue as long as they would have qualified under the old rule by 9/30/99.

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.

Exclusion Period

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 BRA, 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, BRA 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 LMHA 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 BRA 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 LMHA 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 LMHA within ten working days of starting a training program, and have a decrease in income, will not have their rent adjusted retroactively.

MANDATORY EARNED INCOME DISREGARD CFR 960.225 – Final Rule – March 29, 2000

Replaces the 18-month earned income disregard, 5.609 (c) (13), for families going from training programs to work.

Effective for families on or after October 1, 1999

Replaces the 18-month income disregard, or who qualified on or before 9/30/99, can continue that disregard for the 18 months or as long as they would have qualified under the old rule..

DISALLOWANCE:

- Disallowance is exclusion from annual income.
- For qualified families, excludes earned income of family members who start work or self-sufficiency programs or who have increases in employment income.
- The increase in earned income is phased in.

QUALIFIED FAMILY:

A "Qualified Family" is a family residing in public housing:

- Whose annual income increases as a result of employment of a family member who was employed for one or more years prior to employment Includes a person who has earned in the previous 12 months no more than would be received for the 10 hours of work per week for 50 weeks at the established minimum wage.
- Whose annual income increase as a result of increased earning by a family member during participation in any economic self-sufficiency or other job training program; or
- Whose annual income increases as a result of new employment or increased earning of a family member during or within 6 months after receiving temporary assistance for needy families (TANF)

-The total amount of TANF received over the six-month period must be at least \$500.

-TANF includes monthly income maintenance plus One-time payments, wage subsidies, transportation assistance or other such benefits and services.

•HUD's definition of an "economic self-sufficiency program" is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

Programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other programs necessary to ready a person for work (such as substance abuse or mental health treatment).

Initial 12-Month Exclusion

•Exclude from annual income of a qualified family any increase in employment income of a family member over prior income of that family member.

•Begins on the date the family member is first employed or family first experiences an increase in annual income due to employment.

•During a cumulative 12-month period (may have breaks in earned income).

Second 12-Month Exclusion and Phase-In

•Exclude from annual income of a qualified family 50% any increase in employment income of a family member over prior income of that family member.

•Effective at the end of the first cumulative 12-month period after the date the family member is first employed or family first experiences an increase in annual income due to employment.

•During a cumulative 12-month period (may have breaks in earned income).

Maximum 4 Year Disallowance

•Disallowance of increased income of a family member for both the initial 12-month and the second 12-month exclusion and phase-in is limited to a lifetime 48 month period.

•Within the lifetime 48 month period, the full exclusion of increased income cannot be longer than 12 months and the exclusion of 50% of the increased income cannot be longer than 12 months.

•The earned income disregard does not apply for purposes of admission to the program (including the determination of income eligibility and income targeting).

3. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the LMHA will use the AFDC income as the resident's base amount for determining earnings.

4. MINIMUM INCOME

There is no minimum income requirement. Families that report zero income will be **REQUIRED** to request and complete the Authority's ZERO INCOME CHECKLIST AND WORKSHEET: VERIFICATION OF NON_CASE CONTRIBUTIONS form regarding their means of basic sustenance, 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 LMHA will take action to investigate the possibility of fraud or program abuse relative to the laws afforded the Authority regarding RHIP – (see Section 1).

5. 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 LMHA 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.

6. REGULAR CONTRIBUTIONS AND GIFTS 124 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.

7. 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 LMHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The LMHA will accept as verification that the family is receiving an amount less than the award if the LMHA receives verification from the agency responsible for enforcement or collection.

8. 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.

9. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The LMHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The LMHA 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 LMHA'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.

10. CHILD CARE EXPENSES

Allowable deductions for child care expenses is based on the following guidelines:

Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed. The amount of child care expenses may not exceed the amount necessary to enable a family member to be gainfully employed or to further his/her education. Additionally, the amount deducted for child care expenses necessary to permit employment shall not exceed the amount of income received from such employment. The Authority will not normally determine child care expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for children.

To claim a full maximum child care credit the resident must request and submit a completed CHILD CARE FORM with supporting documentation from a State Certified Care Giver; credits from a non-certified Caregiver (e.g. family, friends, neighbors, etc.) will be limited to a maximum deduction of 20% of their weekly gross working income

11. 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.

12. 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 LMHA 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.

13. 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 LMHA has adopted flat rents based on 85 percent (85%) 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 LMHA 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 LMHA to fill vacancies that would otherwise be unaffordable to some prospective residents. Regardless of the family's choice, the family must pay at least the minimum rent set at \$50.

85% Fair Market Rent as a Basis for Flat Rents

The LMHA will apply flat rents to all of its public housing units, using as a basis 85% 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 LMHA will not set flat rents below the monthly operating cost to operate the units. **The LMHA uses the Buffalo Area Fair Market Rent Schedule promulgated by HUD established and revised every year on October 1. The Authority will take 85% of the promulgated amount resulting in lower rent costs than the fair market rent for the area.**

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 recertification. The family must submit this form to the Site Manager/Clerk indicating their choice. 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.

BUFFALO/LACKAWANNA/ AREA (SCHEDULE AVAILABLE FOR REVIEW AT MAIN OFFICE)
Baker Homes, Gates Avenue, Parkview Towers

Unit Size: Please see schedule posted in office for the latest flat rents for each of the following bedrooms sizes: October 1 of each year will reflect the latest flat rents for that year. One (1) Bedroom, Two (2) Bedroom; Three (3) Bedroom; Four (4) Bedroom; Five (5) Bedroom

I. COMMUNITY SERVICE REQUIREMENTS

COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY

Each adult resident, other than exempt individuals as defined below must:

Contribute 8 hours per month of Community Service (excluding political activity); or

Participate in an economic self-sufficiency program for 8 hours per month. The 8 hours per month may be either volunteer work or a self-sufficiency program activity or a combination of the two.

An individual may not skip a month and then double up the following month, unless approved by the LACKAWANNA MUNICIPAL HOUSING AUTHORITY due to special circumstances as determined by the Executive Director. Activities must be performed within Erie County, which is the county of jurisdiction for the Housing Authority.

An Exempt Individual is an adult who is:

- 62 years or older;
- Is blind or disabled as defined under 216(i)(1); or 1614 of the Social Security Act (42 U.S.C. 416(i) (1) 1382c) and who is unable to comply with the service provision, or is primary caretaker of such individual;
- Is engaged in a work activity as defined under section 407(d) of the Social Security Act (42 U.S.C. 607(d), specified below:
 - Unsubsidized employment (at least 20 hours/week)
 - Subsidized employment (at least 20 hours/week)
 - Work experience
 - On-the-job-training
 - Job-search, job-skills training and job-readiness assistance
 - Community service programs
 - Vocational educational training (not to exceed to 12 months with respect to any individual)
 - Education directly related to employment in the case of a resident who has not received a high school diploma or GED
- Satisfactory attendance in college or in a course of study leading to a GED (in the case of a resident who has not completed high school or received a GED)
- Providing childcare services to an individual who is participating in a community service program

Meets the requirements for being exempt from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of Georgia, including a State administered welfare-to-work program; or

Is in a family receiving TANF assistance under a State program funded under part A of title IV of Social Security Act (42 U.S.C. 601 et seq.); or under any other Georgia welfare program, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such program.

(a) Community Service – Community service is the performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community in which the resident resides. Political activity is excluded.

(b) Economic Self-Sufficiency Program - Any program designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, employment training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Lackawanna Municipal Housing Authority will:

Provide written notification of the provisions of the community services requirements to all residents.

Determine for each public housing family which family members are subject to or exempt from the community service and self-sufficiency requirement and approve the resident's planned activities to fulfill the requirement.

Annually review and determine the compliance of residents with the requirement at least 30 days before the lease term expires.

Determine any changes to each adult family member's exempt or non-exempt status.

Retain reasonable documentation of community service participation or exemption in participant files.

Resident Noncompliance

If the Lackawanna Municipal Housing Authority determines that a resident who is not an "exempt individual" has not complied with the community service requirement, the Housing Authority will notify the resident:

Of the noncompliance;

That the determination is subject to Housing Authority administrative grievance procedure;

That unless the resident enters into an agreement under paragraph (4) of this section, the lease of the family having the noncompliant adult may not be renewed. However, if the noncompliant adult moves from the unit, the lease may be renewed;

That before the expiration of the lease term, the Lackawanna Municipal Housing Authority will offer the resident an opportunity to cure the noncompliance during the next twelve-month period; such a cure includes a written agreement by the noncompliant adult to complete as many additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the 12 month term of the lease.

J. UPFRONT INCOME VERIFICATION POLICIES AND PROCEDURES FOR THE LACKAWANNA MUNICIPAL HOUSING AUTHORITY

Purpose of Upfront Income Verification:

The purpose of HUD's EIV System is to make integrated income data available from one source, via the Internet, for PHAs to use to improve income verification during required income reexaminations in compliance with RHIP in the preface of this ACOP.

Prior Methods of Income Verification:

Prior to HUD's recent implementation and iteration of the UIV system, Authorities were solely reliant on tenant supplied information and the HUD promulgated current online system (REAC-TASS-Tenant Assessment Subsystem) Authority's were privy to only partial information necessary for Housing Authority's to effectively and efficiently compile COMPLETE and pertinent information required to accurately reflect the income and occupation of ALL family members when calculating Total Tenant Rents. Now, with the comprehensive tools made available to Housing Authority's via the EIV system, Authorities can verify ALL the actual relevant data sets of income when compared with the information supplied or not supplied by the recertifying resident.

Disclosure of EIV tools, accurate benefit levels and resident release/acknowledgement of information request

As the U.S. Department of Housing and Urban Development requires that residents sign a disclosure form authorizing the Release of information via the Notice and Consent for the Release of Information

(HUD- 9887); the resident grants permission to HUD and the PHA (Authority) to request and verify income information in order to ensure that residents are eligible for assisted housing benefits and that those benefits are set at the correct level. Form HUD 9887 delineates the government agencies sources that said information can be obtained from. Without signed permission to obtain said information, the disparity of actual income reported and Total Tenant Rent would persist in remaining contradictory, inconsistent and inaccurate.

Evaluations and acceptance of results of EIV data verifications

When the Authority discovers that an inaccuracy exists between income reported by the tenant and the verification of information through the EIV tools, the Authority is required to inform the tenant that a discrepancy exists. To that end, the tenant can either accept the verified income with one of the Authorities Tenant Relations representatives as accurate and correct acknowledging said discrepancy thereby accepting the consequential impact on the calculation of the total tenant rent.

Contention/ disagreement of results of EIV data verifications

Residents who disagree with the information from the resulting income verification, will be presented the information for perusal and given the opportunity to prove that the information is incorrect. When a tenant wishes to challenge said verified information, the resident will sign an in-house developed form stating the nature and specific area of contention/disagreement with the verified information and agree by their signature to produce proof to the Authority within 30 days as to contradict and prove the verification to be in error and inaccurate. When the tenant produces said evidence contrary to verification, the Authority will file and analyze the information as to ascertain the correct information. Within five (5) days the Authority will give the resident written notice of their determination and the resultant impact on their rent calculation. If the resident is still in disagreement with the findings of the analysis of the contradicting income information, the tenant may file a grievance with the Authority for further consideration and consultation with the local office of the U.S. Department of Housing Development and the third party agency reporting said income. It will be the burden of the resident to initiate and disprove the initial finding as inaccurate.

Actions to be taken on EIV information

In the event the resident is able to produce information that substantiates and proves their disagreement with the initial finding, the Authority will either accept same as corrected or if after said review, the final determination is not in favor of the resident's contention, the Authority may initiate further measures with the resident for proper application of the verified information as set for below. Under all circumstances respective to all discrepancies that exist, a complete explanation of the actions will be provided to the resident based on verified unreported and/or under reported income. Possible actions that may be taken will determined as best would accommodate the resident including but not limited to repayment agreement, revision of current and future rents, terminate assistance, and/or initiate eviction proceedings.

K. OTHER CHARGES:

1. The LMHA shall charge for any and all damages of the unit or equipment caused by the Tenant, his/her family, dependents, or guest(s). The LMHA shall charge for repairs of intentional or negligent damage only; not for reasonable wear and tear of the unit or equipment.
2. All OVERTIME pay incurred by the LMHA for negligence or intentional damage shall be reimbursed by the Tenant.
3. APPLIANCE POLICY:
 - a. Ranges and refrigerators shall be issued to all Tenants requiring them on an as available basis.
 - b. Any Tenant who is delinquent in his/her rent for any amount will not be eligible for an appliance.
 - c. In the case of a damaged appliance that cannot be repaired, a depreciation schedule would apply. The formula would be as follows:

Example	
Actual cost <u>divided by # of useful years</u> Cost per year	\$300.00 <u>divided by 6 years</u> = \$50.00 per year
Age of appliance (years) <u>X (times) cost per year</u> = Total Depreciation	A stove is 3 years old <u>X (times) \$50.00</u> = \$150.00
Actual cost <u>- (minus) total depreciation</u> Cost per year	\$300.00 <u>-\$150.00</u> =\$150.00

- d. A Tenant's appliance charges must be paid in full before another appliance will be issued.
- e. In the case of physical abuse, a Tenant may be declared ineligible for future appliances.
- f. Tenants will be required to clean any appliances before maintenance work will be performed.

- g. When it is determined that the appliance malfunction is due to a manufacturer defect, the Executive Director shall waive the charges.
 - h. Repairs by persons not authorized by the LMHA will constitute abuse of the appliance.
4. All charges shall be billed to the Tenant and shall specify the items damaged and the cost. The charges for all damage shall be in accordance with the current list of charges available and posted at each rental office of the Authority.

SECTION VI - RE-DETERMINATION OF ELIGIBILITY AND RENT ADJUSTMENTS:

The Eligibility of all tenants is to be re-examined once every twelve (12) months. Upon determination of the anticipated adjusted income for the ensuing year, the Total Tenant Payment (TTP) is adjusted in accordance with an established re-examining schedule.

A. ANNUAL RE-EXAMINATION PROCEDURES:

Annual re-examinations are necessary to comply with the federal requirement that each family have its eligibility re-examined at least every twelve months. Annual re-examinations are conducted beginning one to three months before the effective date to allow complete processing and verification of data. Tenants will be notified in writing of their appointment date and the requirements for re-examination. Failure to complete re-examination is a serious lease violation which will result in termination of tenancy. Failure to complete re-examination includes:

- 1. Failure to appear for a scheduled re-examination interview without making prior alternative arrangements with the Authority,
- 2. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.
- 3. Refusal to properly execute required documents.

B. During re-examinations if any misrepresentations or Lease violations are revealed, corrective action shall be taken and noted by the Authority.

C. If it is not possible, at the time of admission or regular re-examination of a Tenant family, to determine annual income with any reasonable degree of accuracy, a temporary determination of income will be made and a special re-examination scheduled. Special re-examinations may be conducted by the Authority for any tenant, if the Authority has clear evidence that conditions have changed, or if it believes that the Tenant has misrepresented facts that may affect his/her Total Tenant Payment. It is the responsibility of each Tenant to promptly notify the Authority of any changes in income (increase or decrease) in the month the change occurs.

D. Failure to report in a timely manner will result in Flat Rent or 30% of Adjusted Gross Income, whichever is higher, for at least the first month of the new lease. Until proper re-certification has been completed this rent will remain in effect. Tenants will be notified of cut-off date.

SECTION VII – INTERIM ADJUSTMENTS OF RENT:

A. The Total Tenant Payment, that is paid by the Tenant, will be reviewed and adjusted, as appropriate, in the event that the Tenant notifies appropriate LMHA staff that the following changes have occurred:

- 1. loss of, or addition to, family composition.
- 2. receipt of, or discontinuance of, public assistance.
- 3. receipt of, or discontinuance of, unemployment compensation or other compensation.
- 4. change in amount of total family income.

B. Decreases in Total Tenant Payment will be effective the first of the month following the reported change. All reported decreases in income are to be verified. Retroactive credits will be given only if change is reported in month it occurred.

C. Increases in Tenant Total Payment will be effective the first of the second month following the change.

D. If the Authority determines that the tenant has misrepresented the facts upon which Total Tenant Payment is based, any increase in Total Tenant Payment will be made retroactive.

SECTION VIII – CONDITIONS OF CONTINUED OCCUPANCY:

A. Tenant will promptly report to the LMHA main office all changes in household income and/or make-up during the month that the change occurs, pursuant to Section I of the LMHA Dwelling Lease. Failure to do so will be deemed FRAUD and will be considered a serious violation of the terms of the lease.

Fraud is the use of deception, any act or omission for unlawful gain or unjust advantage. The following are examples of, but not limited to, fraud which could affect occupancy.

- 1. Failure of Tenant/applicant to properly acknowledge, report, or verify the correct total family income.
- 2. Failure of the Tenant/applicant to properly acknowledge, report, or verify the actual persons who are or who will be living in the leased unit.
- 3. Failure of the Tenant/applicant to properly acknowledge, report, or verify the assets of the entire family.

Fraud penalties may be one or all of the following:

1. Determination of ineligibility for initial occupancy.
 2. Termination of tenancy for continued occupancy.
 3. Assessment as "RETRO-ARREARS" of all unpaid rent which would have been owing had income and/ or household residency been accurately and timely reported.
- B.** Tenant will comply in a timely fashion with all aspects of the Annual Re-Examination process as discussed above in Section VI-A.
- C.** Tenant will comply with all the terms and conditions of the LMHA Dwelling Lease, including but not limited to: SECTION II - THE TENANT AGREES; SECTION V - CONDITIONS AND OCCUPANCY; and SECTION VI - THE "ONE STRIKE AND YOU'RE OUT" POLICY

SECTION IX – RIGHT OF ENTRY/ INSPECTIONS:

Basic inspections will be performed by the LMHA. Except for emergencies, no inspections will be made without 24 hour prior notification. Notification shall be deemed "proper" if such notice is hand-delivered to the tenant's door or mailbox. Failure of Tenant to check mail or receive such hand-delivered notice shall not void any entry by staff.

THE AUTHORITY SHALL HAVE RIGHT OF ENTRY TO A TENANT'S APARTMENT UNDER THE FOLLOWING CIRCUMSTANCES:

A. MOVE-IN INSPECTION

Before moving in, the management will inspect the apartment with the Tenant and/or his/ her representative. Upon completion, a copy of the inspection shall be given to the Tenant and one maintained in the Tenant's file for future reference. The inspection shall contain statements as to condition of LMHA'S appliances contained or to be contained in the unit. Inspection is to be dated and signed by both management and Tenant. Any minor items contained therein, which are not to the Tenant's satisfaction and are within the power of the Authority to correct, shall be transferred to a standard work order and such work order number shall appear on the move-in inspection. Such items are to be taken care of as soon as possible. Minor defects will only be "noted" for future reference. The initial move-in inspection shall serve as a "starting point" for determining future damages.

B. EMERGENCY INSPECTION

If the Authority has reason to believe that an emergency exists, the Authority has the right to enter a Tenant's apartment immediately. Emergencies are defined as situations where action or investigation is needed to prevent damage/harm or potential damage/harm to property or person, including, but not limited to, fire, water breaks, suspected gas leaks, electrical power problems, sewer backups, suspected serious illness, suspected accident, suspicious absence, or any other cause that may endanger the well being and safety of tenants. In the event that the Tenant and all adult members of his/her family are absent from the premises at the time of entry, the LMHA shall notify the Tenant in writing within 24 hours specifying the date, time, and purpose of entry.

C. ROUTINE INSPECTIONS AND NECESSARY IMPROVEMENTS AND REPAIRS

A "24 hour advance notice" shall be delivered where such work order is not initiated by Tenant. Such notice shall state the reason for such entry, including but not limited to: scheduled preventable maintenance, extermination, installation of appliances, work by contractors, inspection of LMHA property, repairs to property, modernization work, and approximate time span for completion of same, if known..

Annual and periodic maintenance inspections are conducted by the management to determine the physical condition of unit structure and equipment, and to determine need for extermination. Upon completion of same, work orders are written for work to be done or contractors called to handle same. Emergency work will be given priority over other items. Chargeable items will not be assessed to the Tenant's account until the work has been completed.

The following maintenance related items are inspected periodically as follows:

Smoke detectors -	Quarterly
Inventory and condition of appliances -	Annually
Furnace operation/filters -	Annually or as necessary
Infestation/extermination -	Annually or as necessary
Emergency pull chains (High rises) -	Annually

1. GENERAL HOUSEKEEPING INSPECTIONS

Annual and periodic housekeeping inspections and follow ups are conducted by the management to determine that the property of the Authority is being maintained in a decent, safe, and sanitary manner. Repeated failure to abide by housing quality standards will result in Lease termination.

2. VISUAL INSPECTIONS

Periodic visual inspections will be conducted by management to insure that the physical structure, grounds, roadways, parking lots, garbage cans, window wells, etc., are being maintained in a decent, safe, and sanitary condition which complies with local, state, and federal regulations and which are being maintained in a safe and aesthetically pleasing manner.

D. MAINTENANCE REPAIRS REQUESTED BY TENANT

When a Tenant requests maintenance services, permission to enter must be given. If no one is in, staff will leave a note indicating same and Tenant must call for a new appointment.

The Lackawanna Municipal Housing Authority

Date: _____

A representative of the LACKAWANNA MUNICIPAL HOUSING AUTHORITY called at _____ and found no one in. Please telephone 823-2551 between 8:30 am and 4:00 pm for a new appointment.

REASON _____ Signed x _____

E. MOVE-OUT INSPECTION

Upon moving out or transferring to another unit, the LMHA shall inspect apartment with the Tenant and/or his/ her representative and provide him/ her with a written statement of the condition. This statement shall identify any damage or chargeable items. Labor costs will be made by applying the hourly rate that is in effect at the time of inspection. Charges shall include, but are not limited to items that are missing, or items that are broken or damaged as a result of misuse or neglect on the part of the Tenant, Tenant's family, visitors, or guests. These charges will be assessed to the Tenant.

F. INSPECTION DISPOSITION

1. Tenants who fail any inspection will be notified in writing and a copy of the inspection or a list of deficiencies in need of correction will be provided including items which are deemed to be the responsibility of the Tenant. Correction of some items will be deemed the responsibility of the Tenant and others the responsibility of the Authority. The Authority will make corrections in accordance with the normal work load and severity of the deficiency.
2. Cost of repairs as a result of any inspection of this section, beyond normal wear and tear for deficiencies, will be assessed to Tenant's account.
3. Where an inspection is conducted and it is determined that conditions exist which contain severe or numerous deficiencies, monitoring inspections will take place "monthly" by giving at least two (2) days notice. It is expected that at the end of three (3) inspections, the apartment will meet minimum housing quality standards. Management may, at its own discretion, continue these inspections for an additional three (3) months but only where obvious improvements have been made and the Tenant has made a diligent effort to comply. At the end of either the three (3) or six (6) month period, a determination shall be made as to the Tenant's continued occupancy or eviction.

SECTION X – MAINTENANCE PROCEDURES:

A. LMHA AND TENANT RESPONSIBILITY FOR REPORTING AND REPAIRING

The Authority shall maintain the units, structure, grounds, appliances, heating, utilities, plumbing, and mechanical systems in a decent, safe, and sanitary manner. The Tenant takes responsibility for promptly reporting deficiencies in any of the above.

1. The only procedure for placing a work order is by personally appearing at the site office or by calling the site office.
 - a. Under no circumstances shall conversations between maintenance staff and Tenant be construed as having made out a "work order" request.
 - b. No work may be done by staff without a proper work order.
2. If maintenance does not "promptly" respond (in an emergency, immediately or as soon as staff is available, or in non- emergency, response is not to exceed three (3) working days.), it becomes the Tenant's responsibility to contact the LMHA office for "follow up" - twice, if necessary.
3. All requests for repairs are handled via a "work order", which is made out in duplicate. Work orders are to be signed by the Tenant upon satisfaction and completion of the job.
4. In the case where a Tenant is not satisfied with the workmanship or repair, the Tenant must promptly contact the LMHA office to resolve same.

B. CHARGES FOR REPAIRS

1. Charges, if any, will be assessed to the Tenant's account. Small charges are expected to be paid in full on the 1st of the month following the billing. Larger charges may be put on a "payment plan" for purposes of collection. Such charges shall be considered as "Additional Rent".
2. Charges for "fire damage" where it is reasonably believed such fire was as a result of the Tenant, his/ her family, guests or visitors, abuse, negligence, failure to act, or carelessness, will be assessed to the Tenant's account. All fire damages, along with any other Tenant-caused damages, will be enumerated on an official report indicating repair or replacement cost thereof. These damages will include but are not limited to, windows, screens, doors and door jambs, locks, combo doors, roof, siding, wiring, damages caused by fire/police department entry or fire itself, water and smoke damage, cleaning of walls, floors, ceilings, fixtures, structure, paint preparation, cost of paint, plastering, kilz, and labor, etc.

C. MAINTENANCE EMERGENCIES - CALL-IN

The Authority maintains a policy for "EMERGENCY" maintenance. Emergency maintenance is maintained from 4:30 p.m. until 8:00 a.m. the following day, and 24 hours per day weekends and holidays.

The emergency call number is 827-1691. The answering service will refer Tenant's call to a designated Authority staff person.

1. Any maintenance repair item that cannot wait until the next regular work day for repair and constitutes a threat to the health, safety, or well-being of the Tenant, constitutes an emergency and the need for "emergency call-in". The following examples constitute an "emergency" and should be handled accordingly:
 - a. No heat (furnace malfunction)
 - b. Major utility failure
 - c. Gas leak
 - d. Flooding (broken pipes, plugged sewer, etc.)
 - e. Plugged toilet (weekends and holidays only)
 - f. Lock-out charge
 - g. Fire/smoke detector
 - h. Elevator failure
2. Tenant must state the nature of the emergency and give his/ her name, address, and telephone number where he/she can be reached. This number may not necessarily be your own home phone number.
3. An LMHA staff person will call the Tenant back as soon as possible to "verify" the nature of the call and the address at which the emergency exists. Upon determination that an emergency does exist, a qualified maintenance person will be sent to address the problem.
4. Emergencies determined to be of "normal wear and tear" will bear no charge or cost to the Tenant.
5. With emergencies that are not of "normal wear and tear", charges will be assessed to the account of the tenant based on length of time and material used to make such repair. The minimum charge based on current labor rates, will be four (4) hours labor at Time & 1/2. (subject to change in accordance with labor contract.)

D. NON-MAINTENANCE EMERGENCIES

In addition to maintenance emergencies, Tenants are requested to call the emergency service to report any of the following:

1. Sounding of security alarm
2. Office break-in/vandalism
3. Personal welfare of a neighbor, i.e. suspected death, serious illness/injury, or incapacitation. (Note: general absence or failure to answer telephone does not constitute an emergency.)

E. UNNECESSARY CALL-IN

When an item is reported that is not a danger to the life, health, or well being of the Tenant or building, which could have waited until the next regular work day and has necessitated a staff call-in, this constitutes an "unnecessary" call-in. When this has been determined, a minimum charge based on current labor rates will be assessed at four (4) hours labor, at Time & 1/2. An "inconvenience" should not be construed to be an emergency. Tenant should attempt to take an active role in determining the necessity for emergency call-in. The following are examples where Tenant input could help limit unnecessary call-ins:

1. No heat. Member of Tenant's household turned off the heat switch or switched to accustat.
2. Pipe leaking under sink. "P" trap had hole in it. (water shut off valve should be turned off and large pan placed under "p" trap.) Use sink sparingly until next day.
3. Toilet supply line leak. (place pot under supply line and towel on floor.) Limit the number of flushings.
4. Loss of power in certain rooms. (check circuit breaker box, reset circuit breaker.)
5. Tenant smells gas near stove. (check and re-light pilots on stove which are out.)
6. Small hole/crack in window. (broken window - place and tape cardboard over hole.)

F. EXTERMINATION

In conjunction with our goal to maintain decent, safe, and sanitary housing, the Authority periodically and/or annually contracts with an exterminator for the control or elimination of bees, wasps, mice, rats, roaches, ants, etc., at no cost to the tenant if properly prepared in accordance with extermination preparation notice.

1. **TENANT PREPARATION**

Tenants are required to participate in preparations. They will be advised of the date of planned extermination visit and of preparation necessary to achieve success.

2. **EXTERMINATION POLICY**

It is the policy of this Authority that if one (1) apartment in a building requires extermination, all units in the building will be included. Where it is apparent that some Tenants have not come forward to address the problem, staff will enter those units using a "search out" product to determine extent of infestation. These units are then added to the list accordingly. A staff person will arrive at the Tenant's apartment prior to the exterminator's arrival, to determine if the Tenant has properly prepared according to the specifications previously provided. If preparation is complete, the exterminator will then enter and apply chemicals, as necessary. Tenant is required to leave the unit for a specified time period. Upon leaving, all doors and windows are to be locked. Staff will use a passkey to allow exterminator entry and will relock Tenant's apartment upon completion.

In the case of senior citizens or handicapped or disabled tenants, where other family members are not available, staff will also move away from the wall the stove and refrigerator as necessary. Tenants who will require assistance in putting these back in place must contact their site office. After approximately four (4) hours have passed, the Tenants may reenter their unit and air it out. Tenants may not wash floors, baseboards, and other treated areas (if sprayed chemicals are applied) for a period of time set by the exterminator. Since roach extermination is an on-going process, some roaches will die immediately. Others will take chemical back to their nesting area. The chemical used may contain an "inhibitor" to control reproduction. However, if continued or re-infestation occurs, Tenant is required to contact the site office after three - four weeks from date of initial service for recall.

3. **NON-PREPARATION CHARGE**

If preparation by Tenant was not complete when staff entered and if Tenant is unavailable, unable, or unwilling to further prepare, staff will complete such unit preparation and Tenant's account will be assessed a \$50.00 preparation fee. This fee does not include returning items to order. Staff in no way performs housekeeping chores connected with returning households to preexisting status. Where unavoidable circumstances render the Tenant verifiably unable to participate on scheduled day, management will attempt to arrange for a rescheduling of same within seven (7) days, where possible.

4. **TENANT'S ASSISTANCE**

Tenants are encouraged to maintain control during time periods between call backs, by using "control" products such as sprays or powders which are available at the site office for a nominal fee.

5. **FUTURE TREATMENTS**

All other exterminations are performed at the request of the Tenant or as management deems necessary.

6. **FAILURE TO COMPLY**

If through any willful cause of the Tenant the extermination cannot be completed, termination of the lease agreement will commence.

SECTION XI - ACCIDENTS AND INSURANCE

INSURANCE NOT PROVIDED BY LMHA

1. **The LMHA does not provide renter's insurance. Tenants are encouraged to carry renter's insurance which sufficiently covers cost of damage to personal property.**
2. **Since the Authority does not provide personal property insurance to cover the damage cost of Tenant's personal property, the Authority takes no responsibility for loss or damage to Tenant's personal property.**

SECTION XII - PROLONGED HOSPITALIZATION/ INCAPACITATION

A. POWER OF ATTORNEY AND RELEASE

The Tenant is required to sign a "release" designating such persons who are to have access to his/ her apartment and who will manage his/ her affairs (during times when Tenant is deemed incapable or unwilling), including: payment of the rent obligation in a timely manner; vacate the unit if necessary; handle all mail and correspondence; clean and up keep the apartment while still under lease; maintain and check on the security of the unit; provide for pets, and so forth. Such designated person may be deleted or changed at any time. Tenants who elect to give "power of attorney" to a designated person are requested to provide a copy to the office to be maintained in Tenant's file.

B. UNIT ACCESS

Upon taking occupancy all Tenants are required to be of such condition that they can and will live up to the terms and conditions of the lease, alone or with verifiable assistance. However, during the aging process instances may occur where Tenants will need to rely on another person to conduct their business. In cases of prolonged hospitalization, incapacitation, or death, the Authority cannot and will not automatically give access to anyone nor allow entry into Tenant's apartment through Authority intervention without an official "release" as described in 'A', above.

C. CONTINUED OCCUPANCY RECOVERY REQUIREMENTS

A Tenant who returns to his/ her apartment after prolonged hospitalization must be able to satisfy the Authority requirement of being willing and able to live up to the terms and conditions of the Lease. Inability or failure to live up to the terms and conditions of the Lease, including a Tenant's inability to maintain a functional ability in basic nutritional, financial, mental, social, physical, hygienic, safety, and vital household tasks, or failure to employ services necessary to fulfill those needs where such need is defined by the New York State patient review instrument, will necessitate termination of the Lease.

D. AUTHORITY INTERVENTION (SECURE ASSISTANCE FOR TENANT)

1. Tenant repeatedly appears to be disoriented and such disorientation could cause Tenant to be a source of danger to the health or safety of himself, other tenants, staff or Authority property.
2. Tenant repeatedly exhibits behavior which could be construed as being dangerous or a continuous source of "irritation" to other tenants, visitors, staff, and vendors and/or such behavior prohibits other tenants from peaceful occupation or use of their apartments.

3. A Tenant who is found to be incapacitated.

E. INABILITY TO SECURE ASSISTANCE

If all efforts by the Authority to secure assistance within a reasonable time commensurate with the seriousness of the matter are unsuccessful, or the Tenant is unwilling or unable to accept such assistance, this Authority will commence legal proceedings to remove such Tenant from public housing.

F. NURSING HOME

Where it has been determined that a Tenant has taken residence in a nursing home or has otherwise made a tentative change in residence, the Tenant may maintain the apartment for a period not to exceed three (3) months while determining his/ her final decision to move or not, provided that the rent is paid no later than the 5th of each month and the apartment is maintained in such condition so as not to be a threat to the health or safety of others.

SECTION XIII – TRANSFERS - TRANSFER POLICY AND RELOCATION

INTRODUCTION

The transferring of families is a very costly procedure, both to the LMHA and to the families. Transfers of residents from one unit to another will be approved only to assure consistency with LMHA occupancy standards and to address the Emergency Needs of 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 "previous unit" refers to the unit from which the family is moving and the "new unit" refers to the unit to which the family is transferring. Reassignment, or transfers, to other dwelling units shall be made without regard to race, color, creed, sex, age, religion, national origin, handicap or familial status.

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.

PROCEDURE FOR TRANSFER:

1. No Tenant shall be eligible for Tenant initiated transfers unless all accounts and obligation of tenancy are current and fulfilled, including housekeeping inspection.
2. Transfer requests initiated by Tenants who refuse appropriate units which have met all HUD requirements, will have their names removed from the transfer list after one (1) refusal for a period of two (2) years, except for verifiable good causes as determined by the Executive Director.

A. GENERAL STATEMENTS

A family may be eligible to transfer for valid and certifiable reasons such as enabling the family to be:

- To move from an upstairs to a downstairs unit for medical or accessibility reasons.
- The LMHA will always consider a request to transfer as a reasonable accommodation for a person with a disability.
- Transfer requests are generated by LMHA 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 with children, 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 six years of age or older, and reconciliation of separated spouses with children.
- Transfers to smaller units are mandatory 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 or interim reexamination after the decrease in household composition occurs.
- Over-crowded or over-housed resident families must complete and sign an "Application for Transfer" form available at the Main Office of the Authority located at 135 Odell Street. The completed application must be signed by the Housing Project Assistant, dated and time stamped and forwarded to the Resident Advisor for approval and placement on a Transfer List. Transfer applications will be approved only if residents have paid all rent and other charges and are otherwise in compliance with their lease.

Rank Order of Transfer List

The Transfer Waiting list will be maintained in rank order by:

- Emergency (Fire, etc., - unit rendered and deemed uninhabitable due to unexpected and unforeseen circumstances)
- Medical hardship
- Children Six (6) Years and under living in Lead Units
- Unit too large or small (•Opposite Sex Children housed in same bedroom aged 6 and over)
- Date of Approval

Any conflicts of these ranking will be settled by the Executive Director.

An "Applications for Transfer" will be treated as pre-applications. The date and time of the transfer application determines order of selection. **Failure to accept a transfer to an apartment of appropriate size is a lease violation and will lead to eviction**, excepting RESIDENT HEADS OF HOUSEHOLD AGED 65 YEARS (or older) or DISABLED.

Emergency Situations

In order to comply with the provisions of the lease, the LMHA may need to provide alternative accommodations to residents when an emergency arises or other serious housing problems occur.

A resident may be permitted to transfer units under the following conditions that are defined as emergency situations:

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

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 returned to the main office. The resident, except when the transfer is due to uninhabitability, through no fault of the resident, or the need of the LMHA, will pay all moving costs related to the transfer.

B. 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 LMHA in reaching the LMHA's affirmative housing goals and an extreme medical situation exists documented by a certified physician.

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.

C. 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 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.

D. RELOCATION

When the LMHA intends to rehabilitate a complex or complexes or declare them uninhabitable, and rehabilitation/demolition activities will require residents in the complex(s) to move temporarily or permanently, a specific relocation plan will be developed in cooperation with the affected residents.

The plan will dictate preferences to which those people relocated will be entitled and their rights to housing choices, moving expenses, etc. Such preferences will possibly affect the order of selection for other applicants and individuals to be transferred. All displaced residents will be relocated to housing that is decent, safe and sanitary and the LMHA will attempt to accommodate each family based on the housing units and assistance that is available. **Should the family desire to return to their rehabilitated unit, they will be permitted to return if the family composition and income is within the current guidelines.**

Should the family have a need or be required to split, the perspective head must complete a pre-application and successfully pass the screening criteria before a unit will be offered. Approval will have to be obtained from the administration before the change can be made in the splitting up of families.

E. UNIT INSPECTION AND COST OF DAMAGE (TRANSFERS):

1. Management, together with the Tenant, shall make a physical inspection of the unit to determine the cost of damage and shall notify the Tenant of such estimated costs. The Tenant will not be assigned to a new unit until the cost of such damages has been paid to the Authority.
2. After a transfer takes place, a final inspection will be conducted after such transfer by an LMHA representative with the Tenant or his/ her representative, to establish the final actual charges. These actual charges (including cleaning) will be assessed to the transferred Tenant's new account at his/ her new address. A written list of the inspection and costs will be maintained in the Tenant's file and a copy available for the Tenant.

3. No Tenant is to be transferred if an apartment inspection shows that the apartment he/ she is presently occupying is not maintained in accordance with the housing quality standards, taking into account normal wear and tear. Should the apartment be in unsatisfactory physical condition, physical repairs to the apartment will be made and chargeable repairs assessed and paid by the Tenant.

A second inspection will be made after three (3) months to verify that the "new unit" has been maintained. In the event it has not been maintained satisfactorily, eviction proceedings will be initiated. Also, where it has been determined that an apartment is in unsatisfactory condition due to "poor housekeeping", inspections will be made monthly thereafter, for three (3) months (minimum) to verify that housekeeping has improved to meet minimum housing quality standards.

4. Tenants who fail to maintain satisfactory housekeeping standards in accordance with the housing quality standards will result in termination of their lease pursuant to a written 30 day notice. In addition, no Tenant will be transferred who has an outstanding balance, including rent, sales and service or maintenance charges. If the Tenant does not have a record of timely payment, the Tenant must demonstrate his/ her ability to pay in a timely manner and maintain a zero balance for a period of six (6) months.
5. Where Tenant fails to make arrangements and/or keep appointment to jointly inspect the vacated unit, such unit will be inspected and such charges assessed accordingly.

SECTION XIV - PROCEDURE FOR CANCELLATION OF LEASE AGREEMENT BY TENANT

The dwelling lease may be terminated by the Tenant at any time, by giving a written notice of at least 30 days, said notice period to include one full calendar month. Example: a Tenant who wishes to move out on July 31 must give written notice to the LMHA office by June 30.

A. Tenant will be required to complete and sign a vacate form provided by management.

B. Tenant is responsible for payment in full of final 30 days rent and other charges.

1. Tenant must pay, in advance, the rent for the final thirty (30) days. The prorated amount of rent which will be due for the final month may be obtained by calling the site office. Prorated rent is figured by dividing the actual rent amount by 30 days, then multiply the number of actual days indicated.
2. Previous Balances, Current Rent, Retro Rents, Maintenance bills, Legal fees, Late charges, etc., are to be paid in full prior to vacating, in accordance with Lease Provisions regarding timely payment of rent and other obligations. (Security deposit is not intended for any of the above items while tenant is in occupancy.)
3. Tenants who "hold over" beyond the thirty (30) days will be assessed the prorated cost per day for rent. Such costs will be added to the Tenant's account.
4. Tenant must arrange to have the apartment inspected prior to vacating. This date and time may be prearranged by contacting the site office. At the time the Tenant vacates the unit, all keys must be turned in. Tenant will be advised during the inspection of chargeable items which were caused by the Tenant, his family members(s), guests, or visitors which were as a result of abuse, negligence or carelessness, or which were totally missing, broken, or damaged, beyond normal wear and tear. (Consideration shall be given to length of occupancy in assessing normal wear and tear.) Labor charges will be assessed at the prevailing labor rate for Authority employees or at contractor costs, as necessary. Tenant shall be furnished with statement of charges.
5. For Tenants who vacate under circumstances other than proper thirty (30) day notice, including skip outs, evictions, or early vacates, all of the requirements are applicable.
6. Where Tenant fails to make arrangements to jointly inspect vacated unit, such unit will be inspected and such charges assessed.
7. When, upon vacating, Tenant has failed to dispose of any personal belongings, the Authority shall deem these items to have been discarded by Tenant and shall dispose of such belongings in a manner which the Authority considers reasonable and charges will be assessed for cleanup.
8. For those Tenants who fail to provide the site office with a proper forwarding address, final papers and/or refund of security deposit will be mailed to the Tenant in care of the last known next of kin address, if available, or where Tenant deceased, to the "Estate of".
9. Disputes for charges may be reviewed by contacting the site office at which time a meeting will be set up to review the "items" in question. The management will schedule a meeting with the Tenant and/or his/ her representative. During such meeting, the move-in and move-out inspection may be reviewed in addition to any other documents, work orders, letters, Tenant file, and other relative documents. A final decision will be made and when possible, Tenant will be immediately notified in writing of the final decision. This in no way jeopardizes the Tenant's right to due process of law in a judicial proceeding.

C. Tenant should turn in keys and arrange in advance to have the apartment inspected at the time of vacating and comply with all requirements for leaving occupancy.

D. In the event the Tenant dies, the Lease agreement shall terminate on the 30th day of said month.

1. If a family member of the Tenant who dies wishes to extend the lease agreement for the apartment for one (1) additional month, he may do so by paying the rent, in advance.
2. If rent is not paid in accordance with Section 2 (above), management will automatically commence any action necessary to recover possession of said unit.

E. **MOVE-OUT ADJUSTMENTS:**

The LMHA will allow a three (3) calendar day grace period for Tenants to move out. If Tenants are still in possession at the end of the normal working day (4:30 P.M.) on the third day of the month, the LMHA will charge the vacating Tenant rent for the entire month.

The three (3) day grace period does not apply to Tenants who have been served with an eviction notice.

...

SECTION XV - EVICTIONS:

- A. No Tenant shall be given notice to vacate without being told the reason for the action. The Tenant who has been served an eviction notice will be given an opportunity to make such reply or explanation he/ she may wish.
- B. A written record of each eviction shall be maintained by the Authority. The record shall contain the following information:
1. name of Tenant and identification of unit occupied;
 2. date of notice to vacate;
 3. specific reason(s) for notice to vacate. For example, if a Tenant is being evicted because of undesirable actions, the record should so support the claim;
 4. date and method of notifying Tenant;
 5. summary of any conference with Tenant; and
 6. notification that the Tenant is entitled to utilize the LMHA Grievance Procedure in order to resolve the situation with management, except in cases involving rental payments.

EVICTION DUE TO CRIMINAL ACTIVITY:

A PUBLIC HOUSING TENANT, ANY MEMBER OF THE TENANT'S HOUSEHOLD, OR A GUEST OR OTHER PERSON UNDER THE TENANT'S CONTROL, SHALL NOT ENGAGE IN CRIMINAL ACTIVITY THAT THREATENS THE HEALTH, SAFETY, OR RIGHT TO PEACEFUL ENJOYMENT OF THE PREMISES, AND/ OR ANY DRUG-RELATED ACTIVITY ON OR NEAR HOUSING PREMISES. "DRUG-RELATED ACTIVITY" SHALL MEAN THE 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 SUBSTANCE ACT 21 U.S.C. 802). DRUG RELATED ACTIVITY SHALL RESULT IN EVICTION PROCEEDINGS UNDER THE ONE-STRIKE RULE.

SECTION XVI – TERMINATIONS:

- A. **TERMINATION:** The LMHA reserves the right to terminate the Lease other than for serious or repeated violation of material terms of the Lease such as: failure to make payments in a timely manner, or to fulfill tenant obligations as set forth in the Lease, or other good cause. The notice of termination to the Tenant shall state the specific grounds for the termination, and shall inform the Tenant of his/her rights to initiate a grievance and examine relevant documents. Management shall give:
- a. Fourteen (14) days written notice to pay or to vacate in the case of failure to pay rent in Federal developments.
 - b. Reasonable written notice, not to exceed thirty (30) days, in proportion to the situation, where the Tenant or member of Tenant's household has engaged in **criminal or drug related activity**, or created or maintained a threat to the health or safety of other tenants or Authority employees; and
 - c. Thirty (30) days written notice in all other cases.

It shall be a serious or repeated violation under the Lease if management has been required to initiate eviction procedures, specifically court orders, more than four times in a twelve-month period.

The Tenant agrees that Management's acceptance of any vouchers or other rent payments for the time period following a lease violation or the tenancy termination date, shall not constitute a reinstatement of the tenancy nor prejudice LMHA's rights in a summary proceeding.

The Tenant and others on Tenant's premises or visiting Tenant in the projects shall refrain from any activity, illegal or otherwise, which disturbs the physical or social environment of the projects. Verbally abusing, threatening or menacing Management staff or other tenants and/or their guests will subject Tenant to eviction.

SECTION XVII – DEFINITIONS:

ADJUSTED INCOME - ANNUAL INCOME LESS

1. \$480 for each dependent.
2. \$400 for any elderly family.
3. For any family that is not an Elderly Family but has a Handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expenses in excess of three (3) percent of Annual Income, but this allowance may not exceed the employment income received by Family members who are 18 years of age or older as a result of the assistance to the Handicapped or Disabled Person:
4. For any Elderly Family:
 - a. That has no Handicapped Assistance Expense, an allowance for Medical Expenses equal to the amount by which the Medical Expenses exceed three (3) percent of Annual Income;

- b. That has Handicapped Assistance Expenses greater than or equal to three (3) percent of Annual Income, an allowance for Handicapped Assistance Expenses, computed in accordance with paragraph (c) of this section, plus an allowance for Medical Expenses that is equal to the Family's Medical Expenses;
 - c. That has Handicapped Assistance Expenses that are less than three (3) percent of Annual Income, an allowance for combined handicapped Assistance Expenses and Medical Expenses that is equal to the amount by which the sum of these expenses exceeds three (3) percent of the Annual Income; and
5. Child care expenses.

ANNUAL INCOME

The anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the twelve (12) month period following the effective date of initial determination or re-examination of income. Annual income does not include income that is temporary, non-recurring, or sporadic, including:

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

Payments received for the care of foster children.

Amounts specifically excluded by any 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 ACT.

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;
 - A disabled person;
 - A handicapped person; or
 - A full-time student.

DISABLED PERSON

PERSONS WITH DISABILITIES

The definition of a person with disabilities includes someone who:

1. Has a disability as defined in Section 223 of the Social Security Act (42 U.S.C 423).
2. Has a physical, mental, or emotional impairment that:
 - a. Is expected to be of long-continued and indefinite duration,
 - b. Substantially impedes his or her ability to live independently, and
 - c. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
3. 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)).

CONTINUED QUALIFICATION AS FAMILY WITH DISABILITIES

A household must continue to qualify as an elderly family at re-certification in order to continue receiving the Handicapped/ Disabled Household deductions.

After admission, a person with disabilities who "recovers" can remain in assisted housing, but is no longer considered a "handicapped/ disabled," and cannot qualify for deductions allowed family members with disabilities.

HUD DEFINITION OF PERSON WITH DISABILITIES

A person is considered disabled if: (1) the following Social Security disability definition is met, or (2) the individual has a developmental disability as described in paragraph (b).

- (a) Section 223 of the Social Security Act defines disability as:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, or

"In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."
- (b) Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) defines developmental disability in functional terms as:

"Severe chronic disability that: (a) is attributable to a mental or physical impairment or combination of mental and physical impairments; (b) is manifested before the person attains age 22; (c) is likely to continue indefinitely; (d) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and (e) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated."

DISPLACED PERSON OR FAMILY

A person or family displaced by governmental action or whose dwelling has been extensively damaged or destroyed as a result of a federally recognized disaster.

ELDERLY FAMILY

An elderly family means a family whose head, or spouse, or whose sole member is at least sixty-two (62) years of age, or disabled or handicapped as defined in this section.

An elderly family may include two or more elderly, disabled, or handicapped persons living together, or more such persons living with another person who has been determined to be essential to his/her care and well being.

FAMILY

A family includes, but is not limited to:

An elderly family or single person. The remaining member of a tenant family. A displaced person.

Full -Time Student

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes vocational schools with diploma and/ or certificate programs, as well as institutions offering degrees.

Handicapped Assistance Expenses

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

Handicapped Person

A person having a physical or mental impairment which:

Is expected to be of long-continued and indefinite duration.

Substantially impedes his/her ability to live independently.

Is of such nature that such ability could be improved by more suitable housing conditions.

Head of Household

The head of household means the family member who is primarily responsible and held accountable for the care and actions of other family members.

Lower Income Family

A person or family, whose Annual Income does not exceed 80 percent of the Median Income for the area, as determined by the Department of Housing and Urban Development (HUD), (with adjustments for smaller and larger families.) HUD may establish income limits higher, or lower, than 80 percent of the Median Income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs, or unusually high or low family incomes.

Medical Expenses

Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and those not covered by insurance.

Monthly Adjusted Income

One-Twelfth (1/12) of Adjusted Income.

Monthly Income

One-Twelfth (1/12) of Annual Income.

Net Family Assets

Value of equity in real property, savings, stocks, bonds and other forms of capital investment. Net family assets do not include the value of necessary items of personal property (e.g., furniture and automobiles), and income held in non-revocable trusts. However, income distributed from trusts and the value of assets, disposed of for less than fair market value within the last two years (except in cases of bankruptcy or foreclosure) shall be considered as part of net family assets.

Spouse

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

Temporary, Non-Recurring or Sporadic Income

Includes the following:

1. Casual, sporadic and irregular gifts, and amounts which are specifically received for, or are a reimbursement of the cost of illness or medical care.

Lump-sum additions to family assets such as, but not limited to, inheritances, insurance payments, including payments under health and accident insurance and workmen's compensation, capital gains, and settlements for personal or property losses.

3. Amounts of educational scholarships paid directly to the student, or to the educational institution and amounts paid by the U.S. Government to a veteran for use in meeting the cost of tuition, fees, and books, to the extent that such amounts are not used.
4. The value of food stamps. (Food Stamp Act of 1964).
5. Payments received by participants or volunteers in programs pursuant to the Domestic Volunteer Service Act of 1973.
6. Payments received by participants in other publicly assisted programs of reimbursement for out-of-pocket expenses incurred, such as special equipment, clothing, transportation and reimbursement for child care, which are made solely to allow participation in a specific program and cannot be used for other purposes.
7. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

TOTAL FAMILY INCOME

Total family income means income from all sources of:

- a. the head of the household and spouse.
- b. each additional member of the family residing in the household who is at least eighteen years of age.

Total family income is the anticipated income to be received during the twelve (12) months following admission, or re-certification.

Income of full-time students under age 18, other than the head of household or spouse, and income which is non-recurring or sporadic as defined in this section is not considered as part of the Total Family Income.

Total Family Income shall include that portion of the income of the head of household or spouse temporarily absent which, in the determination of the LMHA is or should be available to meet the family's needs.

It includes, but is not limited to, the following:

1. The full amount, before any payroll deduction, of wages and salaries, including compensation for overtime. It also includes compensation for personal services such as commission, fees, tips and bonuses.
2. Net income from the operation of a business or profession. Expenditures for business expansion, or amortization of capital indebtedness, shall not be deducted to determine net income from a business.
3. Interests, dividends, and net family income of any kind from real property.
4. The full amount received from annuities, periodic payments from insurance policies, retirement income, pensions, periodic benefits for disability or death, and other similar types of periodic receipts.
5. Payment in lieu of earnings, such as unemployment, disability compensation, social security benefits, workmen's compensation, and dismissal wages.
6. Welfare assistance payments.
7. Periodic and determinable allowances, such as alimony and regular contributions or gifts, including amounts received from persons not residing in the unit.
8. All regular pay, special payments and allowances such longevity, overseas duty pay, allowances for dependents, rental allowances received by a member of the Armed Forces.

Payments to the head of the household for support of a minor, or payments made on behalf of a minor but controlled by the head of the household or a resident family member, who is responsible for the support of the minor.

COPY OF DWELLING LEASE (W/ PET POLICY ADDENDUM)
LACKAWANNA MUNICIPAL HOUSING AUTHORITY DWELLING LEASE

The Lackawanna Municipal Housing Authority ("LMHA" or "the Management"), in exchange for rent and for information attested to in this lease, the Tenant's application, and any recertifications, agrees to lease to

(the "Tenant"),

and the Tenant hereby leases from the Management the premises:

ADDRESS: _____

The Tenant verifies that the following is an accurate list of everyone who will live in the premises:

<u>NAME</u>	<u>RELATION</u>	<u>AGE</u>	<u>BIRTH DATE</u>	<u>STATUS/OCCUPATION</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In accordance with CFR 966.4 (a) (2) the Tenant will occupy the said above premises and the lease will have a 12 month term. However, this lease may be modified, or terminated at any time by written agreement by BOTH the LANDLORD and the TENANT. The tenant shall pay the Landlord a monthly rent of \$_____ for the term of the one year lease commencing _____, 200__ and expiring on _____, 200__ whereas the rent is due and payable on the 1st day of each month. This rent will remain in effect unless adjusted in accordance with the provisions below. Any balance outstanding on the Tenant's account past the 5th day of the month will be subject to a late charge. The current late charge rate shall be as posted in the Management office.

All late fees, court, service and/or warrant fees incurred due to eviction actions shall be payable by the Tenant as Additional Rent according to the schedule of charges posted in the Management office.

I. HOUSEHOLD COMPOSITION AND INCOME

THE TENANT IS REQUIRED BY FEDERAL LAW TO ACCURATELY REPORT ALL HOUSEHOLD MEMBERS AND FAMILY INCOME TO THE MANAGEMENT. The leased premises are supported by Federal tax dollars, allocated by the United States Congress through the U.S. Department of Housing and Urban Development, to provide low-income rental housing. Rent is adjusted to each Tenant's total family income, as required by Federal regulations. If the information that the Tenant furnishes in his/her application or to Management is false, misrepresented, or not completely reported, the Tenant may be evicted and prosecuted for both retroactive rent and fraud under State and Federal civil and criminal law.

The Tenant must report ALL changes in income to the Management office AS SOON AS THE CHANGE(S) OCCURS so that the rent can be adjusted. Failure to report any change in income or household DURING THE MONTH THAT THE CHANGE OCCURS will be grounds for immediate eviction unless the Tenant reimburses Management for any accumulated unpaid rent. The Tenant is obliged to report the following changes in circumstances:

1. The Tenant can be evicted for failing to immediately report ALL persons living in or moving out of the household.
2. In the case of a decrease of income, the Tenant must report the decrease immediately. A credit will be received only for the months reported. There shall be no retroactive credit given if information is not supplied on a timely basis.
3. Any increase in income must be reported immediately. If it is found that the Tenant has misrepresented to management the facts upon which his or her rent is based, so that the rent he or she is paying is less than would have been charged, then the increase in rent may be made retroactive to the date of Tenant's last rent determination.
4. Tenant commences to receive public assistance or Tenant's public assistance is terminated. Such a change must be reported to management immediately.

II. THE TENANT AGREES:

1. At the request of Management, upon annual survey, and at the time of any change, to verify by signature and by furnishing certification of facts regarding family composition and income and all other assets (including but not limited to providing a certified copy of the Tenant's most recent Federal income tax statement, ECDSS budget statements, student income, letters of grants from SS, SSI and VA, pensions, bank checking and savings accounts, CD's, stocks and bonds, etc.), and to provide a signed release from all household members 18 years of age and over authorizing Management's access to and investigation of all facts material to Tenant's and household members' eligibility for public housing.

2. To follow all rules and regulations prescribed by and/or amended by the Management and listed in the Conditions of Occupancy set forth below.

3. To make all rent payments at the Management office on or before the first day of each month without being billed by Management. Rent is payable by cash, money order or personal check. Personal checks which are returned for insufficient funds will be subject to a \$20.00 charge, such charge to be considered Additional Rent. A returned check shall result in Tenant's loss of the right to pay by check. All tenants receiving ECDSS rental assistance must use either the ECDSS two party check system or voucher system for payment of their rent.

4. To keep the premises in a clean, safe, and sanitary condition, and to pay as **ADDITIONAL RENT**, the cost of any service charges or any damage beyond ordinary wear and tear, according to the housekeeping standards and the scheduled rates provided to the Tenant as posted in the Management office and incorporated herein by reference.

5. Not to assign this lease; nor to sublet or transfer possession of the premises or any part of the premises nor to give accommodations to boarders, lodgers, or roomers; not to use or permit the use of premises for any other purpose other than a private dwelling solely for the Tenant and his/her family.

6. To assist Management in the maintenance and upkeep of the development, including but not limited to, allowing Management or their designees access to the apartment for painting, exterminating, and other repairs or modernization work; and preparing the apartment for the work by removing items from cabinets, etc., when requested by Management.

7. Not to use the premises for any illegal or immoral purposes.

8. Not to display any signs outside of Tenant's apartment, or conduct any business whatsoever from the premises, except where the Tenant has received written permission from Management to engage in legal profitmaking activity that is incidental to the primary use of the premises.

9. To quit and surrender the premises in good order and repair, reasonable wear and tear excepted; to pay all unpaid obligations owing the Management; and to return the keys to the leased apartment, upon termination of tenancy. The Tenant further agrees to remove all personal belongings at the time Tenant vacates the premises, whether voluntarily or by order or warrant; any belongings not so removed shall be considered abandoned and shall be disposed of at the LMHA's discretion after a reasonable period of time (usually 2 weeks, but no longer than 30 days).

Tenant shall be assessed charges for failure to return keys, remove trash, dispose of personal belongings, and/or clean the apartment, at the rates posted in the Management office.

10. Tenant assumes all risk for any of Tenant's personal belongings placed in basement storage areas. LMHA shall not be held liable for loss or damage to said items.

11. **TRANSFERS.** To transfer to an appropriate size and type of unit upon appropriate notice by the Management that such a dwelling unit is available, in accordance with the transfer policy approved by HUD in effect at the time and posted in the Management office, including transfer policies in compliance with Section 504 handicapped accessibility and Title VI requirements. Failure to abide by Management's transfer requirements may result in eviction.

12. **SECURITY DEPOSITS:** To pay a \$_____ security deposit in advance as a condition of occupancy to insure faithful compliance with the terms of the lease and the rules and regulations. The LACKAWANNA MUNICIPAL HOUSING AUTHORITY agrees to deposit such security deposit in an interest bearing account, crediting such interest as may accrue, to Tenant's account. The LACKAWANNA MUNICIPAL HOUSING AUTHORITY management agrees to return the security deposit with such accrued interest as may be earned, to the Tenant when he or she vacates, less any deduction for any such costs indicated herein. If such deductions are made, the LACKAWANNA MUNICIPAL HOUSING AUTHORITY management will give the Tenant a written statement of any such costs for damages and/or other charges to be deducted from the security deposit. The security deposit may not be used to pay rent or other charges while the Tenant occupies the dwelling unit.

13. **TERMINATIONS:** The Tenant shall give thirty (30) day notice to the LACKAWANNA MUNICIPAL HOUSING AUTHORITY if he/she desires to terminate the lease, such notice shall be in writing and shall be delivered to the LACKAWANNA MUNICIPAL HOUSING AUTHORITY Management office located at 135 Odell Avenue, Lackawanna, New York 14218. (See also III 8a,b,c)

III. **THE MANAGEMENT AGREES:**

1. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; to make necessary repairs to the premises; to keep buildings, facilities and common areas not assigned to the Tenant in a decent, safe and sanitary condition; and to maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied by the Authority.

2. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the Tenant.

3. To supply running water and reasonable amounts of hot water and heat as required by State and/or Federal law at appropriate times of the year.
4. To allow the Tenant exclusive use and occupancy of the leased premises, including reasonable accommodation of the Tenant's guests or visitors not to exceed two (2) weeks unless consent of the Management is obtained; and with the consent of the Management may include foster children and/or live-in aide care of a member of the Tenant's family.
5. To furnish without additional charge, all utilities.
6. To provide Tenant with the following appliances, in good working order, pursuant to the LMHA Appliance Policy posted in the Management office:

Stove	___	Yes	___	No
Refrigerator	___	Yes	___	No

7. To offer a transfer, if available, where necessary repairs to Tenant's premises cannot be made within a reasonable time and render premises unusable. In the event that repairs are not made within a reasonable time, Management shall make provision for the abatement of rent in proportion to the part of the dwelling that is rendered unusable as a result of the damaged condition. No abatement of rent shall occur if the Tenant rejects the transfer or if the damage was caused by the Tenant, member of Tenant's household, or guests or acquaintances of Tenant.
8. **TERMINATION:** Not to terminate or refuse to renew the lease other than for serious or repeated violation of material terms of the lease such as: failure to make payments in a timely manner, or to fulfill tenant obligations as set forth in the lease, or other good cause. The notice of termination to the tenant shall state the specific grounds for the termination, and shall inform the Tenant of his/her rights to initiate a grievance and examine relevant documents. Management shall give:
 - (a) Fourteen (14) days written notice to pay or to vacate in the case of failure to pay rent in Federal developments.
 - (b) Reasonable written notice, not to exceed thirty (30) days, in proportion to the situation, where the Tenant or member of Tenant's household has engaged in **criminal or drug related activity**, or created or maintained a threat to the health or safety of other tenants or Authority employees; and
 - (c) Thirty (30) days written notice in all other cases.

It shall be a serious or repeated violation under this lease if Management has been required to initiate eviction procedures, specifically court orders, more than four times in a twelve-month period.

The Tenant agrees that Management's acceptance of any vouchers or other rent payments for the time period following a lease violation or the tenancy termination date, shall not constitute a reinstatement of the tenancy nor prejudice LMHA's rights in a summary proceeding.

IV. GENERAL AGREEMENTS

1. **MOVE-IN/MOVE OUT INSPECTIONS:** The Tenant and Management shall be obligated to inspect the premises prior to occupancy by the Tenant. The Management will furnish the Tenant with a written statement signed by the Manager and the Tenant of the condition of the premises and the equipment provided with the unit. Management shall further inspect the unit at the time the Tenant vacates and provide a statement of any charges for extraordinary maintenance and repair beyond normal wear and tear, and for trash removal, where necessary and requested by the Tenant.
2. **ANNUAL INSPECTION:** The Tenant is obligated to allow Management entry to conduct an annual inspection of the dwelling unit, upon reasonable notice as detailed in Paragraph IV.3. of this lease. If the Tenant's apartment fails to pass the annual inspection, based on the housekeeping standards provided to the Tenant and available to the Tenant at the Management office, Tenant may be required to attend a housekeeping course, if available, or face eviction.
3. **ENTRY BY MANAGEMENT:** Management, upon reasonable notification to the Tenant, shall be permitted to enter the unit during reasonable hours to perform routine and/or annual inspections, meter reading, maintenance, improvements or repairs, or for removing fixtures, alterations, or additions in the premises which are in violation of the Tenant's lease. A written statement specifying the purpose of Management's entry delivered to the premises at least twenty-four (24) hours prior to entry shall be considered reasonable notification.

Management may enter the premises at any time without notification when there is a reasonable cause to believe that an emergency exists or that the apartment has been vacated. However, if the Tenant and all adult members of his/her household are absent from the premises at the time of entry, Management must leave on the premises a written statement specifying the date, time and purpose of entry.

4. **PETS:** All Tenants are subject to the LMHA pet policy, which is incorporated herein by reference and available at the Management office.
5. **GRIEVANCE PROCEDURE:** All grievances shall be resolved pursuant to the grievance procedure prescribed by Federal Regulations and posted in the Management office. However, any eviction based on criminal or drug-related activity is not subject to the grievance procedure but will be sent to Lackawanna City Court for summary proceedings.

6. **NON-WAIVER: VALIDITY:** The failure or omission of the Management to terminate this lease for any cause shall not destroy or waive the right of the Management to do so later for same or other reasons. The invalidity of any part of this lease shall not affect the validity of the remainder of the lease.

7. **LEASE MODIFICATIONS:** Any changes to this lease must be accomplished by a written rider executed by both the Tenant and the Management except for rent redeterminations as described in this lease and changes to posted schedules of special charges for services, repairs, and utilities, and other rules and regulations incorporated into this lease by reference, so long as said changes are posted in Federally funded developments according to the requirements of the Federal Regulations found in 24 CFR 966.5.

V. **CONDITIONS OF OCCUPANCY**

1. The Tenant and members of his/her household, guests, visitors and employees shall comply with all laws and City ordinances affecting the use or occupation of the premises and with all reasonable rules or regulations now or hereafter adopted by the Management for the safety, comfort and welfare of the occupants of the development and LMHA staff.

2. Tenants shall respect the rights and privileges of other tenants and are subject to action by Management upon written complaints or petitions from two or more Tenants.

3. Tenants shall put out garbage and trash on days and times at places designated and provided by the Management. All garbage must be properly contained--no loose garbage or paper bags allowed. Tenant shall be charged as additional rent according to the schedule posted in the Management office for any trash removal or cleanup done by Management due to Tenant's failure to comply. Tenant shall comply with all recycling requirements imposed by local and state ordinances.

4. The Tenant will be strictly responsible for any loss or damage to LMHA property resulting from overflow from toilets, sinks, washers, bathtubs, or basins due to Tenant's negligence. Tenant shall also be responsible for loss or damage to other tenants' property due to negligent acts or omissions of Tenant, Tenant's household members, guests, visitors, etc.

5. The Tenant shall not make any additions, alterations or repairs, including, but not limited to, fans, fences and/or sheds, without written consent of the Management. Any repairs made with Management's consent must conform to all building codes. Management, by giving consent, assumes no responsibility or liability for such additions, alterations and/or repairs. No part of the rent shall be payable in repairs or alterations of any description. All repairs and alterations shall become the property of the Management at the termination of the leasehold.

6. The Tenant must report to the Management office or to the work repair number at once any accident or damage to water pipes, toilets, drains or fixtures, electric wires or fixtures, or other property of the Authority and all breakage, damage or loss of any kind.

7. The Tenant shall not use or keep flammable materials in the dwelling unit or storage areas, nor use any method of heating other than that supplied by the Management. **USE OF STOVES FOR HEATING IS A FIRE AND HEALTH HAZARD AND IS STRICTLY FORBIDDEN.**

8. Tenants, household members or guests shall not throw anything from the windows or the doors of the dwelling.

9. The Tenant shall not permit his/her children to play in neighbors' yards, without the neighbors' express permission, or in public areas (hallways, elevators, streets, parking areas, etc.) except those designated for this purpose.

10. Sidewalks, passages, public halls, stairways, fire escapes and vestibules shall not be obstructed, nor used for any purpose other than to exit or enter dwellings.

11. The maintenance of lawns and snow removal in front (to the main sidewalk) and rear of houses shall be the responsibility of Tenant. Tenants who are unable to perform these duties because of age or disability are exempted from this obligation.

12. The Tenant is required to clean and maintain the public halls and stairways adjacent to his/her dwelling in accordance with the LMHA rules, posted or distributed to the Tenant.

13. Damages to the unit from tacks, nails, or other fasteners or cement used to lay carpets, rugs, or floor coverings, or from nails, bolts, or screws placed in the walls, floors, doors, or trim of the premises are strictly prohibited and the cost of repairs shall be charged to the Tenant.

14. No aerial wires of any description including, but not limited to, CB radios and television antennas shall be installed on the buildings or hung from windows. No articles of any description shall be hung from or placed on the outside of windows and/or doors.

15. No exterior shades, awnings, or window guards shall be used except those installed by the Management.

16. The Tenant shall use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating and other equipment and facilities including elevators. Plumbing, electrical, heating and other equipment shall not be used for any purposes other than those for which they were intended.

17. The Tenant, his/her household, visitors and guests shall not destroy, deface, damage, or remove any part of the premises or development.

18. The Tenant, his/her household, visitors and guests shall conduct themselves in a manner which will not disturb any neighbor's peaceful enjoyment of his/her premises, and which will be conducive to maintaining the development in a decent, safe and sanitary condition.

19. The Tenant and others on Tenant's premises or visiting Tenant in the development shall refrain from any activity, illegal or otherwise, which disturbs the physical or social environment of the development. Verbally abusing, threatening, or menacing Management staff or other tenants and/or their guests will subject Tenant to eviction.

20. EVICTON DUE TO CRIMINAL ACTIVITY: A PUBLIC HOUSING TENANT, ANY MEMBER OF THE TENANT'S HOUSEHOLD, OR A GUEST OR OTHER PERSON UNDER THE TENANT'S CONTROL SHALL NOT ENGAGE IN CRIMINAL ACTIVITY THAT THREATENS THE HEALTH, SAFETY, OR RIGHT TO PEACEFUL ENJOYMENT OF THE PREMISES, AND ANY DRUG-RELATED ACTIVITY ON OR NEAR PUBLIC HOUSING PREMISES. "DRUG-RELATED ACTIVITY" FOR PURPOSES OF THIS DWELLING LEASE SHALL MEAN THE 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 SUBSTANCE ACT 21 U.S.C. 802), DRUG RELATED ACTIVITY SHALL RESULT IN EVICTION PROCEEDINGS UNDER THE ONE-STRIKE RULE.

21. CONDITIONAL LIMITATION: In any lease violations involving fraud, criminal, or drug-related activity, or creating a threat to the health or safety of other tenants or LMHA staff, if a written Notice detailing lease violations is served on Tenant notifying Tenant of the basis of the lease violation(s) and a lease termination date, this lease and lease term shall expire and come to an end fully and completely on the termination date fixed in the Notice of Lease Violation as if that were the date originally fixed in the lease for its expiration; the Tenant shall become a holdover Tenant after the Notice date and shall quit and surrender the premises to the Management.

VI. THE ONE STRIKE AND YOU'RE OUT POLICY

1. The Lackawanna Municipal Housing Authority Board of Commissioners is in full support of President Clinton's ONE STRIKE AND YOU'RE OUT POLICY.

2. The Lackawanna Municipal Housing Authority needs to abide to and comply with the current guidelines as prescribed by the ONE STRIKE AND YOU'RE OUT POLICY regarding its tenant screening policy.

3. The Lackawanna Municipal Housing Authority is required to conform to this policy by implementing a more thorough and rigid screening process of potential new applicants.

4. The Authority will conduct comprehensive background checks that include screening for criminal activity on all appropriate members of the applicant household.

5. The Authority will work with courts and law enforcement agencies to gain access to criminal records and ensure that records received are maintained confidentially and used properly.

6. The Authority will protect applicants' due process rights, including the right to an informal hearing if the application is denied.

7. **"DRUG RELATED ACTIVITY"** by a tenant, member of tenant's household or person under tenant's control on or within the immediate vicinity of Lackawanna Municipal Housing Authority property, shall result in a Notice of Eviction for **all members** of that household.

8. **"COMMUNITY SERVICE REQUIREMENT"** Each adult resident of a public housing development shall: a) contribute 8 hours per month of community service (not including political activity within the community in which the adult resides); or b) participate in an economic self sufficiency program for 8 hours per month.

Exempted from this requirement is anyone who is a) 62 years of age or older; b) blind or disabled through the social security system; c) is engaged in a work activity; d) participant of the State administered welfare to work program; or e) under any other welfare program of the State in which the Housing Authority is located.

The Housing Authority may not renew or extend any lease, or provide any new lease for a dwelling not in public housing for any household that includes an adult member who was subject to the community service requirement and failed to comply with this requirement.

TERMINATION OF LEASE AGREEMENT REGARDING COMMUNITY SERVICE

30 days before the expiration of such lease term, the Housing Authority shall review and determine the compliance of the resident with this requirement. Documentation must be placed in the resident file at the time of reexamination.

When a family member fails to comply with the community work requirements, the Housing Authority will notify the resident of the following:

- a) The noncompliance
- b) The determination is subject to the Housing authority's Grievance Procedure
- c Unless the non-compliant adult and the head of household enter into an agreement, the lease may not be renewed. If the non-compliant adult moves from the unit, the lease may be renewed.
- d) Before the expiration of the lease term, the Housing Authority will offer the resident an opportunity to cure the noncompliance during the next twelve month period; such a cure includes a written agreement by the non-compliant adult to complete as many additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the 12 month term of the lease.

I hereby acknowledge that it is my responsibility to read this lease and any rider or have them read to me, and I hereby acknowledge that I have read/had read to me this lease and any attached rider.

LACKAWANNA MUNICIPAL HOUSING AUTHORITY

BY _____

DATE _____

Tenant Date

Tenant Date

LMHA does business in accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973 and does not discriminate on the basis of race, color, creed, sex, age, national origin, disability or handicap.

Rev. 5/18/2005

EXHIBIT "A"
PET POLICY

***ADDENDUM TO LACKAWANNA MUNICIPAL HOUSING
AUTHORITY (LMHA) DWELLING LEASE***

PET POLICY

Project No. _____ Dog _____ Cat(s) _____ Rabbit(s) _____

Apartment No. _____

Animal's Name and Age _____

1. Families residing in a Public Housing unit are allowed to keep common household pets in their apartments as stated in their lease and in accordance with the Code of Federal Regulations. Families may request permission to keep a common household pet in accordance to the policies and conditions contained herein.
2. **Households will be limited to either: ONE (1) dog, TWO (2) cats; TWO (2) birds; TWO (2) rabbits, hamsters, gerbils; or ONE (1) aquarium (fish) per household. Only one kind of common household pet (dog, cat, fish, etc.) will be allowed in the household per the above limitations. The LMHA strictly prohibits any pit bulls from the property of the Authority. Any pit bulls observed, discovered or believed to be on LMHA property will be removed immediately by the Dog Warden of the City of Lackawanna.**
3. To comply with all applicable laws and ordinances of the State of New York, and the City of Lackawanna. The General Provisions of the City of Lackawanna regarding Animals and Fowls, Article I, Chapter 54 will be posted in the main office of the Authority for inspection.
4. Common household pets shall be defined as dogs, cats, rabbits, birds or fish.
5. Pets, except birds and fish, must be registered with the LMHA office when acquired and annually thereafter at the time of the annual re-certification each and every year. Registering a dog/cat/rabbit requires proof of current dog/cat license, if applicable, up to date inoculations, identification tag and verification that the animal has been spayed/neutered and written proof of a satisfactory annual medical checkup by a licensed veterinarian, which shall include verification from the licensed veterinarian that the animal is free from flea infestation.
6. Tenant shall provide dog/cat with a collar containing a New York State license. A valid rabies tag, and a tag bearing the owner's name, apartment number and phone number must be worn at all times when the pet is not in the tenant's dwelling unit. This applies to dogs/cats/rabbits.
7. Only pets that are directly owned by tenant and registered with the LMHA are permitted on premises. (No visiting pets allowed)
8. No pet shall be left unattended in the dwelling unit for a period of time in excess of twelve (12) hours. Additionally, no pets are to be left unattended or left on a leash in the common areas (doors, porches, fences, hallways, etc.) of the Authority.
9. Tenant shall identify and document willingness of a third party (**designated attendant**) who will, within one hour of notification, remove and care for the pet in the event of sudden illness, injury or death of the tenant. Third party must sign a document, supplied by the LMHA assuming responsibility for the animal. In the event designated party fails to act, the LMHA shall be authorized to cause the removal and disposal of the animal. The name, address and telephone number of the designated attendant shall be registered at the office of the Authority at the execution of this pet addendum. No exceptions will be made and the Authority must be notified immediately of any changes of attendant status or inability to act as same.
10. Female dogs/cats/rabbits over six months of age must be spayed and male dogs/cats/rabbits over eight months of age must be neutered.
11. Weight, overall size and temperament shall have a bearing on the acceptability of the pet. Dogs weighing more than **25 pounds** when fully grown shall not be permitted.
12. Pet owners of a dog or cat(s) are required to pay a **Pet Security Deposit in the amount of \$100.00 (One Hundred Dollars) for each animal** to insure that the LMHA will be compensated for costs of damage to unit or the project caused by the pet. Pet Security Deposits shall not be subject to any limitations on Security Deposits provided by State or Local Laws. The LMHA agrees to return Pet Security Deposit, within twenty days after termination of tenancy and restoration of possession to the LMHA or the disposal of the pet. The LMHA will provide a written, itemized statement of any and all amounts withheld from the Pet Security Deposit and will use said deposit only for damages or destruction caused by said pet.
13. When outside of owner's dwelling unit, all dogs/cats/rabbits shall be on a leash measuring not more than four (4) feet or in a proper carrying case and the animal shall be under control of a responsible person able to control it. **No pet shall block any sidewalk, walkway, entrance or any common area when in the presence of his or her owner. Owners will be responsible to heel their pet accordingly and to properly yield to any other resident, their family members or guest(s) as to not induce any fear or apprehension.**

EXHIBIT "B"

LACKAWANNA MUNICIPAL HOUSING AUTHORITY

WAITING LIST PREFERENCES

Listed below are priorities the LMHA will follow in selecting approved applicants for available units:

1. **Priorities in the Selection of Tenants:**

Priority standing (based on the total amount of preferences) in the application pool is the first criterion to be considered when eligible applicants are to be selected for available suitable units, regardless of the length of time other applicants have been in the application pool. All said preferences will be aggregating (two preferences will outweigh one, and three will outweigh two, etc.) and given an equal weight. Prospective tenants will need to show verification of each preference they submit for consideration on their application as enumerated by each of the following:

- Residents of the City of Lackawanna (Local Preference)

- Elderly or Disabled (Elderly: Head or spouse over age 62) (Disabled: A family whose head, spouse or sole member is a person with disabilities or as defined in Section 3(b) of the 1937 Housing Act (42 U.S.C. 1437 a (b). Also see note below regarding Working Preference

- Near Elderly (At least 50 years of age, but less than 62)

- Veteran's and Veteran's widow preference

- Working preference -given only to families whose head, spouse or other family member works full time over 35 hours per week. Note: Elderly or Disabled persons as defined above will also be given the benefit of this preference

EXHIBIT "C"

LACKAWANNA MUNICIPAL HOUSING AUTHORITY

ELIGIBILITY REQUIREMENTS

ELIGIBILITY REQUIREMENTS

To be eligible for admission as a resident of the Lackawanna Municipal Housing Authority the applicant must provide verifiable information to demonstrate that he/ she meets the following requirements:

1-1 A. FAMILIES

The Authority will admit as residents those applicants who at the time of admission qualify under one of the following criteria:

1. Two or more persons sharing residency, one of whom is at least 18 years of age and whose income and resources are available to meet the family's needs and who are either related by blood (parents, children, grandparents, brothers, sisters) marriage or operation of law;
2. A single woman over 18 years of age will be considered a family upon providing documentation of pregnancy; other single persons over 18 years of age will be considered a family when they provide evidence of success in obtaining the legal custody of minors.

1-1.B. SINGLES

The Authority will admit as residents SINGLE PERSONS who at the time of admission qualify as:

1. A single person who is 62 years of age or older or may be admitted as an elderly person to our Federal developments. Disabled within the meaning of Section 223 of the Social Security Act Section 102 (5) of the Developmental Disabilities Services and facilities Construction Amendment of 1970;
Disabled within the meaning of Section 223 of the Social Security Act, Section 102 (5) of the Developmental Disabilities Services and Facilities Construction Amendment of 1970;
3. A single person who is handicapped within the meaning of Section 3 of the Housing Act of 1937;
4. A single person who is displaced or about to be displaced by government action or Urban Renewal.

Any other single person who is not 62 years old or older disabled, handicapped, displaced, or the remaining member of a tenant family. Single persons in this category will not be provided a unit with more than one bedroom.

EXHIBIT "D"

THE LACKAWANNA MUNICIPAL HOUSING AUTHORITY GRIEVANCE PROCEDURE

That this Grievance Procedure is being established by the LACKAWANNA MUNICIPAL HOUSING AUTHORITY, herein referred to as "LMHA"; in order to assure that the LMHA tenants and the LMHA Management are given the opportunity to resolve any Tenant dispute with the LMHA, that may arise out of any LMHA action or failure to act, that may adversely affect the Tenant's rights, duties, welfare or status, in the LMHA Projects.

I. DEFINITIONS:

- A) Grievance shall mean any dispute which a Tenant may have with respect to LMHA action or failure to act in accordance with the Individual Tenant's lease or LMHA regulations, which adversely affects the Individual Tenant's rights, duties, welfare or status in the LMHA Projects. That excluded and specifically not a grievance matter are: (1) Criminal activity that threatens Tenant or LMHA Employee health, safety or right to peaceful enjoyment of the premises; and (2) Drug-related criminal activity. Also inapplicable are disputes between Tenants not involving the LMHA or any class grievance. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the LMHA Board of Commissioners.
- B) Complainant shall mean any Tenant whose grievance is presented to the LMHA in accordance with the procedures set forth herein. That before a hearing is scheduled in any grievance involving the amount of rent, sales and service or late charges which the LMHA claims is due, the COMPLAINANT shall pay to the LMHA all rent due and payable as of the first of the month preceding the month in which the act took place. The Complainant shall thereafter deposit the monthly rent in an escrow account until the complaint is resolved by decision of the Hearing Officer. The failure to make such payment shall result in a termination of the Grievance Procedure: Provided, that failure to make payment shall not constitute a waiver of any right the Complainant may have to contest the LMHA's disposition of his or her grievance in any appropriate Judicial proceeding.
- C) Hearing Officer shall be an impartial person or persons appointed by the LMHA Board of Commissioners other than a person who made or approved the LMHA action under review or a subordinate of such, person.

II. INFORMAL SETTLEMENT OF GRIEVANCE:

- A) To commence the grievance procedure, a grievance shall be personally presented, either orally or in writing, to either the LMHA office at 135 Odell Street, Lackawanna, New York. (Baker Homes and Gates Avenue) or the LMHA office at 600 Ridge Road, Lackawanna, New York (Parkview Towers); so that the grievance may be discussed Informally and settled without a hearing.
- B) Upon the filing of a grievance, a meeting will be scheduled with the Executive Director within three (3) working days. The Complainant must notify the LMHA Management no later than twenty four (24) hours before the meeting date that the Complainant is unable to attend. If the Complainant fails to attend the meeting, the grievance will be dismissed without prejudice to the Complainant.
- C) That after the meeting, a written summary of the discussions shall be prepared within a reasonable time and a copy shall be given to the Complainant and a copy shall be retained in the LMHA's Tenant file. The summary shall specify the names of the participants, the date of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedure by which a grievance hearing may be obtained if the Complainant is not satisfied.

III. GRIEVANCE HEARING:

- A) The Complainant shall submit a written request for a hearing either the LMHA office at 135 Odell Street, Lackawanna, New York (Baker Homes and Gates Avenue) or the LMHA office at 600 Ridge Road, Lackawanna, New York (Parkview Towers); within a reasonable time after receipt of the written summary of the discussions, referred to in Section II (C). The written request shall specify: (1) The reasons for the grievance; (2) The action or relief sought; and (3) When you are available for the hearing.
- B) That within three (3) working days after the date the request for a hearing is submitted, a hearing will be scheduled for a time convenient to both the Complainant and the LMHA. A written notification specifying the time and place of the hearing will be sent to the Complainant.
- C) That the hearing shall be held before a Hearing Officer.
- D) That the Complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include: (1) The opportunity to examine before the hearing and, at the expense of the Complainant, to copy all documents, records, and regulations of the LMHA that are relevant to the hearing. Any document not so made available after request therefore by the Complainant may not be relied on by the LMHA at the hearing; (2) The right to be represented by counsel or other person chosen as his or her representative; (3) The right to a private hearing unless the Complainant requests a public hearing; (4) The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the LMHA, and to confront and cross-examine all witnesses on whose testimony or information the LMHA relies; and (5) A decision based solely and exclusively upon the facts presented at the hearing.
- E) That the Hearing Officer or the LMHA render a decision without proceeding with hearing if the Hearing Officer determines that the Issue has been previously decided in another proceeding.
- F) If the Complainant or the LMHA fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for not to exceed five (5) working days or may make a determination that the party has waived his or her right to a hearing. Both the Complainant and the LMHA shall be notified of the determination by the Hearing Officer: Provided, that a determination that the Complainant has waived his right to a hearing shall not constitute a waiver of any right the Complainant may have to contest the LMHA's disposition of the grievance in any appropriate Judicial proceeding.
- G) At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter the LMHA must sustain the burden of justifying the LMHA action or failure to act against which the complaint is directed.

- H) The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer shall require the LMHA, the Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- I) The Complainant or the LMHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

IV. DECISION OF HEARING OFFICER:

- A) The Hearing Officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the Complainant and the LMHA. The LMHA shall retain a copy of the decision in the Tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the LMHA and made available for inspection by a prospective Complainant, his or her representative, or the Hearing Officer.
- B) The decision of the Hearing Officer shall be binding on the parties and the LMHA shall take any action or refrain from any action necessary to carry out the decision unless the LMHA Board of Commissioners determines within a reasonable time, and promptly notifies the Complainant of its determinations, that: (1) The grievance does not concern the LMHA action or failure to act in accordance with or involving the Complainant's lease or LMHA regulations, which adversely affect the Complainant's rights, duties, welfare, and status; and (2) the decision of the Hearing Officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the LMHA.
- C) A decision by the Hearing Officer or LMHA Board of Commissioners in favor of the LMHA or which denies the relief requested in whole or in part shall not constitute a waiver of nor affect in any manner whatever, any rights the Complainant may have to a trial de novo or Judicial review in any Judicial proceedings, which may thereafter be brought in the matter.

V. AMENDMENTS:

The LMHA reserves the right to make the proper amendments necessary to carry out or to amend the Grievance Procedure as it deems fit. That any amendment to this procedure will be made public, pursuant to the notice requirements as set forth in the appropriate LMHA and HUD regulations.

EXHIBIT "E"

LACKAWANNA MUNICIPAL HOUSING AUTHORITY

AGREEMENT TO VACATE HANDICAPPED UNIT

At the present time the Lackawanna Municipal Housing Authority has no eligible wheelchair bound applicants, who require handicapped unit # _____.

In the event that an eligible wheelchair bound applicant requires unit # _____, the below signed tenant agrees to vacate the unit and to transfer to another appropriate unit when requested to do so by the Authority.

This agreement shall be considered an addendum to the lease.

TENANT:

APARTMENT #

DATE

THOMAS J. RADICH, PHM
EXECUTIVE DIRECTOR

