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

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

Lackawanna Housing

5 Year Plan for Fiscal Years 2005 - 2009
Annual Plan for Fiscal Year 2005

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

PHA Plan
Agency Identification

PHA Name: Lackawanna Housing

PHA Number: PA038

PHA Fiscal Year Beginning: 07/2005

Public Access to Information

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

☒ Main administrative office of the PHA
☐ PHA development management offices
☐ PHA local offices

Display Locations For PHA Plans and Supporting Documents

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

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

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

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

5-YEAR PLAN
PHA FISCAL YEARS 2005 - 2009
[24 CFR Part 903.5]

A. Mission

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

☐ The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

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

The mission of Lackawanna Housing is to be the provider of this area's affordable housing of choice. We own and maintain safe, quality housing in a cost-effective manner. By partnering with others, we offer rental assistance and professional property management services to our 30 communities.

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: 10%
- ☐ 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)
- ☐ Improve voucher management: (SEMAP score)

- ☒ Increase customer satisfaction: By being responsive to the needs identified Resident Assessment Survey System.
- ☐ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
- ☒ Renovate or modernize public housing units: as outlined in our Capital Fund Plan.
- ☐ Demolish or dispose of obsolete public housing:
- ☐ Provide replacement public housing:
- ☐ Provide replacement vouchers:
- ☐ Other: (list below)

☒ PHA Goal: Increase assisted housing choices
Objectives:

- ☒ Provide voucher mobility counseling: This is a part of the Agency's Briefing package.
- ☒ 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: install security cameras at the Agency's elderly high-rise sites as we modernize.
- ☐ 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: by offering flat rents and encouraging participation in our self-sufficiency program.
- ☐ Provide or attract supportive services to improve assistance recipients' employability:
- ☐ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- ☐ Other: (list below)

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

☒ 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)

Annual PHA Plan
PHA Fiscal Year 2005
[24 CFR Part 903.7]

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

☒ **Standard Plan**

Streamlined Plan:

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

☐ **Troubled Agency Plan**

ii. Executive Summary of the Annual PHA Plan
[24 CFR Part 903.7 9 (r)]
Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

Lackawanna Housing has made changes to the Admissions and Occupancy Policy and the Section 8 Administrative Plan that have been mandated by HUD.

iii. Annual Plan Table of Contents
[24 CFR Part 903.7 9 (r)]
Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

Table of Contents

	Page #
Annual Plan	
i. Executive Summary	1
ii. Table of Contents	1
1. Housing Needs	5
2. Financial Resources	11
3. Policies on Eligibility, Selection and Admissions	13
4. Rent Determination Policies	22
5. Operations and Management Policies	26
6. Grievance Procedures	27
7. Capital Improvement Needs	28
8. Demolition and Disposition	30
9. Designation of Housing	31
10. Conversions of Public Housing	35
11. Homeownership	36

12. Community Service Programs 38
13. Crime and Safety 41
14. Pets (Inactive for January 1 PHAs) 43
15. Civil Rights Certifications (included with PHA Plan Certifications) 43
16. Audit 43
17. Asset Management 43
18. Other Information 44

Attachments

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

Required Attachments:

☒ Admissions Policy for Deconcentration - See ACOP – (pa038a01)
☒ FY 2005 Capital Fund Program Annual Statement – (pa038b01)
☐ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

☒ PHA Management Organizational Chart – (pa038c01)
☒ FY 2005 Capital Fund Program 5 Year Action Plan – (pa038d01)
☐ Public Housing Drug Elimination Program (PHDEP)
☐ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
☒ Other (List below, providing each attachment name)

Community Service Requirements – (pa038e01)
Pet Policy – (pa038f01)
Progress on Goals – (pa038g01)
Resident Member of the Governing Board – (pa038h01)
Resident Advisory Board – (pa038i01)
2000 Capital Fund Final Performance and Evaluation Report (pa038j01)
2001 Capital Fund Final Performance and Evaluation Repot (pa038k01)
2002 Capital Fund Performance and Evaluation Report (pa038l01)
2003 Capital Fund Performance and Evaluation Report (pa038m01)
2004 Capital Fund Performance and Evaluation Report (pa038n01)
Deconcentration and Income Mixing – (pa038o01)
Section 8 Administrative Plan – (pa038p01)
Definition of Substantial Deviation – (pa038q01)
Assessment of Site-based Waiting Lists
Development Demographic Changes - Attachment (pa038r01)

Supporting Documents Available for Review

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

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI))) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/*99 Quality Housing and Work Responsibility Act Initial Guidance; Notice* and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents ☐ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development ☐ check here f included in the public housing	Annual Plan: Rent Determination

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	A & O Policy	
X	Section 8 rent determination (payment standard) policies ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures ☐ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
X	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
X	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program ☒ check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
X	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

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

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

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	6,350	2	1	1	1	1	2
Income >30% but <=50% of AMI	5,441	2	1	1	1	1	2
Income >50% but <80% of AMI	6,051	1	1	1	1	1	2
Elderly	6,843	2	1	1	1	1	3
Families with Disabilities	Unknown	2	1	1	1	2	3
White	16,820	2	1	1	1	1	2
Black	393	2	1	1	1	1	2
Hispanic	368	2	1	1	1	1	2

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

☐ Consolidated Plan of the Jurisdiction/s
Indicate year:

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

☐ American Housing Survey data
Indicate year:

☐ Other housing market study
Indicate year:

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

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

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

Housing Needs of Families on the Waiting List			
Waiting list type: (select one) ☐ Section 8 tenant-based assistance ☒ Public Housing ☐ Combined Section 8 and Public Housing ☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	511		260
Extremely low income <=30% AMI	366	72%	
Very low income (>30% but <=50% AMI)	109	21%	
Low income (>50% but <80% AMI)	36	7%	
Families with children	202	40%	
Elderly families	93	18%	
Families with Disabilities	58	11%	
White	466	91%	
Black	41	8%	
American Indian	3	.6%	
Asian American	1	.2%	
Hispanic	75	15%	

Housing Needs of Families on the Waiting List			
Non-Hispanic	436	85%	
Characteristics by Bedroom Size (Public Housing Only)			
0BR	16	3%	66
1BR	267	52%	76
2 BR	172	34%	49
3 BR	39	7.6%	53
4 BR	17	3%	16
5 BR	0	0	0
5+ BR	0	0	0

Is the waiting list closed (select one)? ☒ No ☐ Yes

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

☒ Section 8 tenant-based assistance

☐ Public Housing

☐ Combined Section 8 and Public Housing

☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover (Move-Outs)
Waiting list total	191		132
Extremely low income <=30% AMI	143	75%	
Very low income (>30% but <=50% AMI)	48	25%	
Low income (>50% but <80% AMI)	0		
Families with children	122	64%	

Housing Needs of Families on the Waiting List			
Elderly families	20	10%	
Families with Disabilities	21	11%	
White	173	91%	
American Indian	0		
Asian American	0		
Black	18	9%	
Hispanic	20	10%	
Non-Hispanic	171	90%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			

Is the waiting list closed (select one)? ☐ No ☒ Yes

If yes:

How long has it been closed (# of months)? 7 months

Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☒ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☒ No ☐ Yes

C. Strategy for Addressing Needs

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

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

☐ Employ effective maintenance and management policies to minimize the number of public housing units off-line

☐ Reduce turnover time for vacated public housing units

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

Strategy 2: Increase the number of affordable housing units by:
Select all that apply

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

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

Strategy 1: Target available assistance to families at or below 30 % of AMI
Select all that apply

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

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

Strategy 1: Target available assistance to families at or below 50% of AMI
Select all that apply

☒ Employ admissions preferences aimed at families who are working
☐ 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)

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 residentsand the Resident Advisory Board
☒ Results of consultation with advocacy groups
☐ Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

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

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2005 grants)**		
a) Public Housing Operating Fund	2,665,188	
b) Public Housing Capital Fund	1,755,874	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	2,961,978	

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
2002 Capital Fund	457,755	Capital Improvements
2003 Capital Fund	1,500,514	Capital Improvements
2004 Capital Fund	1,667,313	Capital Improvements
3. Public Housing Dwelling Rental Income	2,241,992	Public Housing Operations
4. Other income (list below)		
Interest Income	7,871	Public Housing Operations
Other Income	86,720	Public Housing Operations
4. Non-federal sources (list below)		
Total resources	13,345,205	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

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

(1) Eligibility

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

☐ When families are within a certain number of being offered a unit: (state number)
☐ When families are within a certain time of being offered a unit: (state time)
☒ Other: (describe)

When families are nearing the top of the waiting list.

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?
☒ Criminal or Drug-related activity
☒ Rental history
☒ Housekeeping
☒ Other (describe)

Credit check and non-relative reference if rental history is not available.

c. ☐ Yes ☒ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
d. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
e. ☒ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)
☐ Community-wide list
☐ Sub-jurisdictional lists
☒ Site-based waiting lists
☐ Other (describe)

b. Where may interested persons apply for admission to public housing?
☒ PHA main administrative office
☒ PHA development site management office
☒ Other (list below)

Through the mail

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

1. How many site-based waiting lists will the PHA operate in the coming year? 20

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? 20

3. ☒ Yes ☐ No: May families be on more than one list simultaneously
If yes, how many lists? All developments the family is eligible for.

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
☐ Overhoused
☐ Underhoused
☒ Medical justification

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

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 that have graduated within the last 12 months
☐ 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.

2 Date and Time

Former Federal preferences:

Involuntary Displacement (Disaster, Government Action, Action of Housing

Owner, Inaccessibility, Property Disposition)
1 Victims of domestic violence
Substandard housing
Homelessness
High rent burden

Other preferences (select all that apply)
☒ 1 Working families and those unable to work because of age or disability
☐ Veterans and veterans' families
☒ 1 Residents who live and/or work in the jurisdiction
☒ 1 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)
☒ 1 Those previously enrolled in educational, training, or upward mobility programs within the last 12 month period.
☐ 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 (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)
☐ At an annual reexamination and lease renewal
☒ Any time family composition changes
☐ At family request for revision
☐ Other (list)

(6) Deconcentration and Income Mixing .*Please see attachment pa038o01*

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

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

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

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

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

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

☐ Other (list policies and developments targeted below)

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

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

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

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

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

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

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

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.
Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

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

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

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)

Previous landlords that the Housing Authority is aware of.

(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)

The Housing Authority intends to amend the Section 8 Administrative Plan if and when HUD approves the RFP process submitted by the Housing Authority for project basing a portion the tenant based program. The amended Section 8 Administrative Plan will include a separate waiting list for all project base units.

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:

As a reasonable accommodation or under extenuating circumstances.

(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.

1 Date and Time

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

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

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

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

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

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

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

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

(5) Special Purpose Section 8 Assistance Programs

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

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

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

☒ Through published notices
☐ Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

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

(1) Income Based Rent Policies

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

a. Use of discretionary policies: (select one)

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

---or---

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

b. Minimum Rent

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

☐ $0
☒ $1-$25
☐ $26-$50

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

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

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

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

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

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

☐ For the earned income of a previously unemployed household member
☐ 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)_____
☒ Other (list below)

Any time there is a change in family composition, decrease in income expected to last at least 60 days, or an increase in allowances or deductions.

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

(2) Flat Rents

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

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

The Housing Authority had a market study done by a certified appraiser.

B. Section 8 Tenant-Based Assistance

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

(1) Payment Standards

Describe the voucher payment standards and policies.

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

☐ At or above 90% but below100% of FMR
☒ 100% of FMR
☐ Above 100% but at or below 110% of FMR
☐ Above 110% of FMR (if HUD approved; describe circumstances below)

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

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

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

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

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

☒ Annually
☐ Other (list below)

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

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

(2) Minimum Rent

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

☒ $0
☐ $1-$25

☐ $26-$50

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

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

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

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

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

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

B. HUD Programs Under PHA Management

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

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	1,211	225
Section 8 Vouchers	720	250
Section 8 Certificates		
Section 8 Mod Rehab	N/A	
Special Purpose Section 8 Certificates/Vouchers (list individually)	N/A	
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		

C. Management and Maintenance Policies

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

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

Admissions and Continued Occupancy Policy
Check Signing Authorization Policy
Procurement Policy
Criminal Records Management Policy
Pest Control Policy
Grievance Policy
Community Space Use Policy

(2) Section 8 Management: (list below)

Section 8 Administrative Plan
Criminal Records Management Policy

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

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

A. Public Housing

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

If yes, list additions to federal requirements below:

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

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

B. Section 8 Tenant-Based Assistance

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

If yes, list additions to federal requirements below:

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

☒ PHA main administrative office

☐ Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

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

A. Capital Fund Activities

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

(1) Capital Fund Program Annual Statement

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

Select one:

☒ The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name) Attachment pa038b01

-or-

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

(2) Optional 5-Year Action Plan

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

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

b. If yes to question a, select one:

☒ The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (Attachment pa038d01)

-or-

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

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

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

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

b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

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

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

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

☐ Yes ☒ No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?

If yes, list developments or activities below:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

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

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

2. Activity Description

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

Demolition/Disposition Activity Description
1a. Development name: Olyphant Housing, Walsh Plaza 1b. Development (project) number: PA-038-018
2. Activity type: Demolition ☐ Disposition ☒
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: Unknown, but within this fiscal year
5. Number of units affected: 50 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: Unknown b. Projected end date of activity: Unknown

Demolition/Disposition Activity Description
1a. Development name: Dunmore Housing, University Drive 1b. Development (project) number: PA-038-020
2. Activity type: Demolition ☐ Disposition ☒

3. Application status (select one) Approved ☒ Submitted, pending approval ☐ Planned application ☐
4. Date application approved: 12/11/2002
5. Number of units affected: 75 6. Coverage of action (select one) ☐ Part of the development ☒ Total development
7. Timeline for activity: a. Actual or projected start date of activity: continuation from previous fiscal year b. Projected end date of activity: December 31, 2005

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

[24 CFR Part 903.7 9 (i)]

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

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

2. Activity Description

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

Designation of Public Housing Activity Description
1a. Development name: Dunmore High Rise 1b. Development (project) number: PA-038-022
2. Designation type:

Occupancy by only the elderly ☒ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☒ Submitted, pending approval ☐ Planned application ☐
4. Date this designation planned for submission:
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
6. Number of units affected: 50 7. Coverage of action (select one) ☐ Part of the development ☒ Total development

Designation of Public Housing Activity Description
1a. Development name: Blakely Housing 1b. Development (project) number: PA-038-013
2. Designation type: Occupancy by only the elderly ☒ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☒ Submitted, pending approval ☐ Planned application ☐
4. Date this designation planned for submission:
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
7. Number of units affected: 61 7. Coverage of action (select one) ☒ Part of the development ☐ Total development

Designation of Public Housing Activity Description
1a. Development name: Olyphant Elderly Housing 1b. Development (project) number: PA-038-007
2. Designation type: Occupancy by only the elderly ☒ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐

3. Application status (select one) Approved; included in the PHA's Designation Plan ☒ Submitted, pending approval ☐ Planned application ☐
4. Date this designation planned for submission:
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
8. Number of units affected: 60 7. Coverage of action (select one) ☐ Part of the development ☒ Total development

Designation of Public Housing Activity Description
1a. Development name: Dickson City Housing, Veterans Drive 1b. Development (project) number: PA-038-010
2. Designation type: Occupancy by only the elderly ☒ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☒ Submitted, pending approval ☐ Planned application ☐
4. Date this designation planned for submission:
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
9. Number of units affected: 50 7. Coverage of action (select one) ☒ Part of the development ☐ Total development

Designation of Public Housing Activity Description
1a. Development name: South Abington Township Housing 1b. Development (project) number: PA-038-014
2. Designation type: Occupancy by only the elderly ☒ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☒

Submitted, pending approval ☐ Planned application ☐
4. Date this designation planned for submission:
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
10. Number of units affected: 60 7. Coverage of action (select one) ☐ Part of the development ☒ Total development

Designation of Public Housing Activity Description
1a. Development name: Dickson City Housing, Grier Street 1b. Development (project) number: PA-038-016
2. Designation type: Occupancy by only the elderly ☒ Occupancy by families with disabilities ☐ Occupancy by only elderly families and families with disabilities ☐
3. Application status (select one) Approved; included in the PHA's Designation Plan ☒ Submitted, pending approval ☐ Planned application ☐
4. Date this designation planned for submission:
5. If approved, will this designation constitute a (select one) ☐ New Designation Plan ☐ Revision of a previously-approved Designation Plan?
11. Number of units affected: 31 7. Coverage of action (select one) ☐ Part of the development ☒ Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

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

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

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

submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

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

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

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

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

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

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

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

2. Activity Description

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

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☐ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☐ Approved; included in the PHA's Homeownership Plan/Program

☐ Submitted, pending approval ☐ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected: 6. Coverage of action: (select one) ☐ Part of the development ☐ Total development

B. Section 8 Tenant Based Assistance

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

2. Program Description:

The Housing Authority in conjunction with other County agencies will provide financial assistance, such as a portion of the down payment and closing costs, as well as housing counseling. The funding source for these activities will be a set-aside from real estate transfer taxes as adopted by Lackawanna County in accordance with Commonwealth of Pennsylvania law.

a. Size of Program

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

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

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

b. PHA-established eligibility criteria

☐ Yes ☒ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

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

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

☒ Yes ☐ No: Has the PHA entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?
If yes, what was the date that agreement was signed? 31/07/03

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

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

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

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

☐ Public housing rent determination policies
☒ Public housing admissions policies
☐ Section 8 admissions policies
☐ Preference in admission to section 8 for certain public housing families
☒ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
☐ Preference/eligibility for public housing homeownership option participation
☐ Preference/eligibility for section 8 homeownership option participation

☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

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

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Family Self-Sufficiency		Waiting list	PHA main office	Section 8 participants

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	0	0
Section 8	30	18

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

Lackawanna Housing is under contract with a FSS/Resident Initiatives Coordinator to promote and administer this program.

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

☒ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
☒ Informing residents of new policy on admission and reexamination
☒ Actively notifying residents of new policy at times in addition to admission and reexamination.
☒ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
☒ Establishing a protocol for exchange of information with all appropriate TANF agencies
☐ Other: (list below)

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

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

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

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

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

☐ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
☐ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
☒ Residents fearful for their safety and/or the safety of their children
☒ Observed lower-level crime, vandalism and/or graffiti
☐ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
☐ Other (describe below)

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

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

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

PA380-18 Olyphant Housing

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

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

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

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

PA380-18 Olyphant Housing

C. Coordination between PHA and the police

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

☐ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
☒ Police provide crime data to housing authority staff for analysis and action
☐ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)

☒ Police regularly testify in and otherwise support eviction cases
☒ Police regularly meet with the PHA management and residents
☐ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
☐ Other activities (list below)

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

Authority-Wide

D. Additional information as required by PHDEP/PHDEP Plan (No longer required due to the elimination of the Drug Elimination Program)

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

☐ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
☐ Yes ☐ No: Has the PHA included the PHDEP Plan for FY 2001 in this PHA Plan?
☐ Yes ☐ No: This PHDEP Plan is an Attachment.

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

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

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

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

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

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

1. ☐ Yes ☒ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)

☒ Not applicable
☐ Private management
☐ Development-based accounting
☐ Comprehensive stock assessment
☐ Other: (list below)

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

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

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

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

☐ Attached at Attachment
☐ Provided below:

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

☐ Considered comments, but determined that no changes to the PHA Plan were necessary.
☐ The PHA changed portions of the PHA Plan in response to comments
List changes below:

☐ Other: (list below)

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

1. ☐ Yes ☒ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. ☐ Yes ☒ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)
☐ Candidates were nominated by resident and assisted family organizations
☐ Candidates could be nominated by any adult recipient of PHA assistance
☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
☐ Other: (describe)

b. Eligible candidates: (select one)
☐ Any recipient of PHA assistance
☐ Any head of household receiving PHA assistance
☐ Any adult recipient of PHA assistance
☐ Any adult member of a resident or assisted family organization
☐ Other (list)

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

C. Statement of Consistency with the Consolidated Plan

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

1. Consolidated Plan jurisdiction: State jurisdiction - Pennsylvania Department of Community and Economic Development, Office of Community Development and Housing

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

☒ The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.

☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.

☒ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.

☒ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

The Consolidated Plan identified extremely low-income families (families at or below 30 percent of median family income) with the highest percentage of housing problems. Lackawanna Housing has implemented the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income for the public housing program, and 75% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income for the Section 8 Existing Program.

☐ Other: (list below)

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

None

D. Other Information Required by HUD

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

Attachments

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

2/17/05 Draft

LACKAWANNA HOUSING

POLICY ON ADMISSIONS & CONTINUED OCCUPANCY

Posted for Resident Comment:	February 22, 2005
HUD Approved:	July 23, 2003
Adopted by the Board of Commissioners:	July 23, 2003

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

INTRODUCTION

The provisions of this Admissions and Continued Occupancy Policy (hereinafter "Policy") govern admission to and continued occupancy of the HUD Assisted Low-Income Housing Developments owned and operated by Lackawanna Housing (hereinafter "Agency"). A list of Agency developments is included in this Policy.

The purpose of this Policy is to:

- Establish a fair and equitable policy for selecting applicants to occupy housing units owned and operated by the Agency;
- Provide fair and reasonable procedures to govern the occupancy of those units in accordance with regulations of the U.S. Department of Housing and Urban Development (HUD);
- Establish a fair and equitable policy for granting transfers to residents;
- Permit each applicant and resident the greatest opportunity for the exercise of individual rights.

This Policy conforms to all current HUD regulations. The Agency will comply with any subsequent changes in HUD regulations pertaining to admissions and continued occupancy. If such changes conflict with the provisions of this Policy, HUD regulations will have precedence.

At times when the rehabilitation of a large number of units or other factors indicate a need for special tenant selection policies, amendments to this Policy may be adopted and implemented following HUD approval.

1.0 FAIR HOUSING

It is the policy of the Agency to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Agency shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agency's programs. The Agency shall not deny to any family the opportunity to apply for housing or deny any eligible applicant the opportunity to lease a housing unit suitable to its needs.

2.0 REASONABLE ACCOMMODATION

Lackawanna Housing does not discriminate against applicants on the basis of their race, religion, sex, national origin, disability or familial status. In addition, the Agency has a legal obligation to provide "reasonable accommodations" to applicants and/or Residents if they or any family members have a disability.

A reasonable accommodation is some modification or change the Agency can make to its apartments or procedures that will assist a Resident or family with a disability to abide by the terms of the lease, and take advantage of the Agency's programs and services. Examples of reasonable accommodations would include:

- Making alterations to your unit so it could be used by a family member with a wheelchair; or transferring you to a unit designed with special features for persons with disabilities;
- Installing strobe type flashing light smoke detectors in an apartment for a family with a hearing impaired member;
- Permitting a family to have a Seeing Eye dog to assist a vision-impaired applicant during the application process;
- Making large type documents or a reader available to a vision-impaired applicant during the application process;
- Making a sign language interpreter available to a hearing impaired applicant during the interview;
- Permitting an outside agency to assist an applicant with a disability to meet the Agency's lease criteria.

An applicant family or resident family that has a member with a disability must still be able to meet essential obligations of tenancy - they must be able to pay rent, to care for their apartment, to maintain housekeeping standards as set forth by the Agency, to report required information to the Agency, to avoid disturbing their neighbors, etc., but there is no requirement that they be able to do these things without assistance.

If you or a member of your family have a disability and think you might need or want a reasonable accommodation, you may request it at any time. This is up to you. If you would prefer not to discuss your situation with the Agency, that is your right.

3.0 RIGHT TO PRIVACY

All adult members (18 years of age and older) of both applicant and resident households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or resident information will not be released unless there is a signed release of information request from the applicant or resident.

4.0 REQUIRED POSTINGS

In each of its offices, the Agency will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. Admission and Continued Occupancy Policy
B. Excess Utility Charges
C. Utility Allowance Schedule
D. Current Schedule of Routine Maintenance Charges
E. Dwelling Lease
F. Grievance Procedure
G. Fair Housing Poster
H. Equal Opportunity in Employment Poster
I. Any current Agency Notices
J. Current Income Limits
K. Request for Reasonable Accommodation Form

Notices are posted for items A, E and F advising the public those items are available for review upon request.

5.0 ELIGIBILITY FOR ADMISSION

5.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents.

In addition to the eligibility criteria, families must also meet the Agency's screening criteria in order to be admitted to public housing.

5.2 ELIGIBILITY CRITERIA

A. Family Status

1. A **family with or without children**: Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.

    a. Children temporarily absent from the home due to placement in foster care are considered family members.

    b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.

2. An **elderly family**, which is:

    a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

    b. Two or more persons who are at least 62 years of age living together; or

c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A **near-elderly family**, which is:

a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;

b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or

c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

4. A **disabled family**, which is:

a. A family whose head, spouse, or sole member is a person with a disability;

b. Two or more persons with a disability living together; or

c. One or more persons with a disability living with one or more live-in aides.

d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.

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

6. A **remaining member of a resident family**.

7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family.

B. Income eligibility

1. To be eligible for admission to the Agency's developments, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.

2. Income limits apply only at admission and are not applicable for continued occupancy.

3. Income limit restrictions do not apply to families transferring within our Public Housing Program.

4. The Agency may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

2. Family eligibility for assistance.

   a. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.

   b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.4 for calculating rents under the noncitizen rule)

   c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, the applicant and each family member six (6) years of age and older who has been assigned a Social Security Number (SSN) must disclose the SSNs. This requirement also applies to persons joining the family household after admission to any of the Agency's developments.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:

   a. A provision authorizing HUD or the Agency to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

   b. A provision authorizing HUD or the Agency to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

   c. A provision authorizing HUD to request income information from the IRS and the Social Security Administration (SSA) for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;

   d. A statement allowing Lackawanna Housing permission to access the applicant's criminal record with any and all police and/or law enforcement agencies, and

e. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

5.3 TENANT SELECTION CRITERIA

A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Agency will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, Agency employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

B. The Agency will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent;

2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;

3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including violent or drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;

4. History of disturbing neighbors or destruction of property;

5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and

6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The Agency will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Agency will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse,co-head, and any other adult family members;

2. A rental history check of all adult family members;

3. A criminal background check on all adult household members, including live-in aides, at no cost to the applicant. The Agency will request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after each adult household member has signed a consent form designed by the Agency. The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes.

The information derived from the criminal background check shall be shared only

with employees of the Agency who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the Agency's action has expired without a challenge or final disposition of any litigation has occurred;

4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and

5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No household with an individual registered under a State sex offender registration program will be admitted to public housing. The Agency will check with our state registry and if the applicant has resided in another State(s), with that State(s)'s list.

If an applicant is about to be denied housing based on any of the above five screening criteria, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

5.4 GROUNDS FOR DENIAL

The Agency is not required or obligated to assist families where applicants, including members of the applicant's household:

A. Do not meet any one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process;

C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;

D. Have a history of not meeting financial obligations, especially rent;

E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;

F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;

For the purpose of this Policy, if any member of the applicant family has been arrested at least once within the prior five (5) year period for this purpose, they will be determined to have engaged in criminal activity, drug-related criminal activity or violent criminal activity.

In any case where a member of the applicant family has been determined to have engaged in criminal activity, drug-related criminal activity or violent criminal activity because of at least one arrest within the prior five (5) year period, the member of the applicant family may present mitigating circumstances. The mitigating circumstances

may allow the Agency to find that the member of the applicant family had not engaged in criminal activity, drug-related criminal activity or violent criminal activity, in spite of the arrest record.

These mitigating circumstances may include, but are not limited to, *the total number of arrests, the severity of the crime for which the person was arrested, whether the case was disposed of voluntarily by the District Attorney, whether the person has ever been arrested for a similar crime, the person's current lifestyle, and personal recommendations.* The Agency shall evaluate the mitigating circumstances on a case by case basis, but shall consider whether under all of the facts presented, that there is a reasonable likelihood that the person will not engage in criminal activity, drug-related criminal activity or violent criminal activity while a resident of the Agency's developments.

G. Have a history of disturbing neighbors or destruction of property;

H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;

I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

J. Were evicted from federally assisted housing within the past five (5) years because of drug-related criminal activity. The five-year limit is based on the date of such eviction, not the date the crime was committed.

K. Are currently engaging in the illegal use of a controlled substance. For purposes of this section, a member is "currently engaged in" the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current);

L. Lackawanna Housing determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

M. Lackawanna Housing determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

For paragraphs K, L and M above: In determining whether to deny admission for illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, Lackawanna Housing may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;

2. Has successfully completed a supervised drug or alcohol rehabilitation program; or

3. Has otherwise been successfully rehabilitated.

For this purpose, Lackawanna Housing will require the applicant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

N. Have engaged in or threatened abusive or violent behavior towards any Agency staff or residents;

O. Are fugitive felons, parole violators, and/or persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;

P. **Denied for Life: If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development, in a Section 8 assisted property, or on the premises of other federally assisted housing;**

Q. **Denied for Life: Has a lifetime registration under a State sex offender registration program.**

Before the Agency makes a final determination to deny admission to the Agency's public housing program on the basis of a criminal background, the Agency must notify the household of the proposed action and must provide the subject of the record with access to the results of the criminal background check as provided to the Agency by the United States Department of Justice, Federal Bureau of Investigation (FBI), as well as the method for the applicant to initiate a challenge of the Department of Justice' determination. The applicant will have forty-five (45) calendar days from the date of Lackawanna Housing's notice to dispute the findings of the criminal background check with the Department of Justice. If the applicant wishes to correct the record as it appears in the FBI's CJIS Division Records System, the applicant should be advised that the procedures to change, correct or update the record are set forth in Title 28, CFR Section 16.34. The forty-five day period includes the time to dispute the findings with the FBI and to provide a resolution of the disputed record(s).

If the Agency does not receive a resolution of the disputed record within the allotted time (45 calendar days), the applicant will be denied.

5.5 INFORMAL REVIEW

A. If the Agency determines that an applicant does not meet the criteria for receiving public housing assistance, the Agency will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 days of the denial.

Within 15 business days of the receipt of a request for an informal review, the Agency shall notify the ineligible applicant of the date and time of the review. The applicant has the right to a reasonable opportunity to examine any documents related to the determination of ineligibility.

The informal review is to be conducted by an impartial review officer who will be a staff member who had no part in the ineligibility determination, appointed by the Executive Director. The applicant must be given the opportunity to present written or oral objections to the Agency's decision. The Agency must notify the applicant in writing of the final decision within 10 business days after the informal review, including a brief statement of the reasons for the final decision. A copy of the written decision will be retained in the applicant's file.

Any applicant determined eligible after going through the informal review shall be placed on the waiting list(s) according to the date of the original application.

B. The participant family may request that the Agency provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 business days of receipt of the Notice of Denial or Termination of Assistance, or within 30 business days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 business days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

6.0 APPLICATIONS FOR ADMISSION

6.1 COMPLETED APPLICATIONS

Interested persons may apply for admission to any Agency development by completing an application form. Completed applications must be submitted in person or by mail at any of the Agency's development offices, or at the Main Office at 2019 West Pine Street, Dunmore, PA. The development offices are open every business day between the hours of 8:00 a.m. and 4:00 p.m. The Main Office is open every business day from 8:00 a.m. until 5:00 p.m. Applications will be mailed to interested families upon request.

Anyone may apply; the Agency will not deny anyone the right to complete an application.

Applications are taken to compile waiting lists. The Agency operates site-based waiting lists. Each of the Agency's 20 developments has it's own waiting list. The Agency's system of site-based waiting lists provides for full disclosure to each applicant of any option available to the applicant in the selection of the development in which to reside. Information to be provided on all sites includes location, bedroom sizes, type of occupancy, number of accessible units, amenities, etc. Applicants may be on as many waiting lists as they choose, however applicants may not prioritize their choice of developments.

All completed applications will be date stamped.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Agency to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 1-800-545-1833.

The application process will involve two phases. The first phase is the application for housing assistance, which requires the family to provide limited basic information regarding income and establishing any preferences to which they may be entitled. Information provided by the applicant will be reviewed to determine if the applicant appears to be eligible.

It is the responsibility of the applicant to accurately and completely fill out the application. Agency staff shall be available to assist with the application process. If an incomplete application is received, Agency staff will make reasonable efforts to contact the applicant and inform him/her of the additional information required. If those efforts fail, the application will be considered withdrawn. Reasonable efforts shall not exceed two telephone calls or if necessary a letter will be sent to the applicant. A record of those efforts shall be maintained with the application.

Upon receipt of the family's application, the Agency will make a preliminary determination of eligibility. If preliminarily eligible, the family will be placed on the waiting list(s). If the Agency

determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant is responsible for informing the Agency of any changes in their applicant status including changes in family composition, income, or preference factors. All reported changes from the applicant must be in writing. The Agency will annotate the applicant's file and will update their place on the waiting list(s). The applicant is also responsible for informing the Agency if the family's address or phone number changes. Failure to do so may result in an application being withdrawn.

6.2 FINAL ELIGIBILITY DETERMINATION

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of one of the waiting lists. Applicants at the top of the waiting list will be given an appointment with the management staff for an interview to update information on the original application.

Each applicant household shall be required to provide all information and authorizations to enable the Agency to verify all preferences, eligibility, suitability and selection factors in order to determine the family's final eligibility for admission into public housing.

If the preference verification indicates that the family is no longer entitled to the preference on their application form, they will be placed on the waiting list(s) with other non-preference holders according to date of the original pre-application. The Agency must notify the family in writing of this determination and give the family the opportunity for an informal review.
The verification process is discussed in Section 8.0 of this Policy.

7.0 MANAGING THE WAITING LISTS

7.1 OPENING AND CLOSING THE WAITING LISTS

Applications for admission to the Agency's public housing developments are normally accepted on an ongoing basis. However, when the Agency determines that the waiting lists for any or all developments, unit sizes or types has grown unreasonably long, the Agency may cease taking pre-applications and close waiting lists for those developments, unit sizes or types. The Agency will publicly advertise the closing and reopening of pre-application intake periods in local newspapers. The public notice for reopening of the intake period will state where, when, and how to apply.

7.2 ORGANIZATION OF THE WAITING LISTS

The waiting lists will be maintained in accordance with the following guidelines:

A. The application will be a permanent file;

B. All applications on each waiting list will be maintained in order of bedroom size, preference, and then in order of date of application; and

C. Any contacts between the Agency and the applicant will be documented in the applicant file.

7.3 PURGING THE WAITING LISTS

The Agency will update and purge its waiting lists periodically to ensure that the pool of applicants reasonably represents the interested families for whom the Agency has current information, i.e. applicant's address, family composition, income category, and preferences. The Agency shall mail requests to each applicant for updated household information. Each applicant shall be required to respond within a specific time frame, which shall be no less than two weeks from the date the request was mailed to the applicant by the Agency.

The application of any household that fails to respond to the update request by the specific deadline date will be deemed withdrawn. Once a pre-application is withdrawn, it may not be re-activated. To be considered for admission, the applicant shall be required to reapply.

7.4 REMOVAL OF APPLICANTS FROM THE WAITING LISTS

The Agency will not remove an applicant's name from the waiting lists unless:

A. The applicant requests in writing that the name be removed;

B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program;

C. The applicant does not meet either the eligibility or suitability criteria for the program.

D. The applicant is housed.

8.0 VERIFICATION

The Agency will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

8.1 ACCEPTABLE METHODS OF VERIFICATION

A. ACCEPTABLE VERIFICATION METHODS:

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following five verification methods acceptable to HUD, in the order of preference indicated:

1. Up-front Income Verifications (UIV)

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

a. **Tenant Assessment Subsystem (TASS)** – HUD's online system for Social Security (SS) and Supplemental Security Income (SSI) information.

b. **State Wage Information Collection Agencies (SWICAs)**

c. **State systems for the Temporary Assistance for Needy Families (TANF) program**

d. **Credit Bureau Information (CBA) credit reports**

e. **Internal Revenue Service (IRS) Letter 1722**

f. **Private sector databases (e.g. The Work Number)**

Lackawanna Housing will use additional UIV resources as they become available.

2. Third –Party Written Verifications

This type of verification includes written documentation, with forms sent directly to and received directly from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.

Third-party written verifications may also be used to supplement Up-front Income Verifications.

Third party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's on-line systems. If either of these forms is not obtainable, then the file shall be documented as to why third party verification was not used.

The Housing Authority will allow two (2) weeks for the return of third party written verifications prior to continuing on to the next type of verification.

3. Third-Party Oral Verifications

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation and the facts obtained.

The Housing Authority will allow three (3) business days for the return of third party oral verifications prior to continuing on to the next type of verification.

4. Review of Documents

When UIV, written and oral third party verifications are not available within the two (2) week and three (3) business days period allowed in 2 and 3 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the

file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

5. Self-Certification and Self-Declaration

When UIV, written and oral third party verifications are not available within the two (2) week and three (3) business days period allowed in 2 and 3 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

Appendix 3 includes a chart outlining types of verifications that can be accepted.

B. UPFRONT INCOME VERIFICATIONS PRIVACY REQUIREMENTS:

It is important to note that UIV data will only be used to verify an applicant or resident's eligibility for participation in a rental assistance program and to determine the level of assistance the resident is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a resident until Lackawanna Housing has independently verified the UIV information and the resident has been granted an opportunity to contest any adverse findings through the established grievance procedure.

Furthermore, the information Lackawanna Housing derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

8.2 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Agency will make a copy of the individual's INS documentation and place the copy in the file. The Agency will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Agency will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed

on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. If they are members of families that include citizens, the rent must be pro-rated.

Any family member who does not choose to declare their status must be listed on the statement of noneligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Agency determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

8.3 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security number and who is at least six (6) years of age must provide verification of their Social Security number. New family members at least six (6) years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six (6).

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

8.4 TIMING OF VERIFICATION

Verification information must be dated within ninety (90) calendar days of certification for new admissions or reexamination for Agency residents. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes. When an interim reexamination is conducted, the Agency will verify and update all information related to family circumstances and level of assistance.

9.0 TENANT SELECTION AND ASSIGNMENT PLAN

9.1 PREFERENCES (PUBLIC HEARING HELD 7/7/98)

NOTE: A PREFERENCE DOES NOT GUARANTEE ADMISSION. The applicant must still meet the Agency's other resident screening criteria before being accepted as a resident. (See Section 5, Eligibility For Admission.)
Otherwise eligible applicants will be selected according to the following preferences:

A. **LOCAL PREFERENCES** — Up to sixty percent (60%) of the Agency's total admissions to public housing in each one-year period will be families who qualify for the Agency's Local Preferences. The Agency's local preferences are:

VICTIMS OF DOMESTIC VIOLENCE RECEIVING SERVICES THROUGH THE WOMEN'S RESOURCE CENTER

WORKING FAMILIES

As further interpreted, the scope of working families includes:

a. Households whose head, spouse or sole member is employed. To qualify as an employed preference, the head, spouse or sole member shall have been employed for at least 25 hours per week steadily for at least six months prior to occupancy.
b. Households whose head, spouse or sole member is actively participating in, or is a recent graduate of, educational and training programs designed to prepare individuals for the job market. Recent graduate means person graduated within the past one (1) year.
c. Households whose head, spouse or sole member is working part-time **AND** participating part-time in educational and training programs designed to prepare individuals for the job market.
d. Because this preference ***may not*** discriminate on basis of age or disability, applicants whose head, spouse or sole member is 62 years of age or older, or receiving Social Security Disability benefits, Supplemental Security Income Disability benefits, or any payments based on inability to work will be given the benefit of this preference.
e. This local preference ***will not be based on the amount of employment income.***

Both local preference categories will be based on the date of the application.

B. **NON-PREFERENCE HOLDERS**— Up to 40% of the Agency's total waiting list admissions to public housing in each one-year period will be non-preference holders who will be admitted in chronological order based upon the date and time of the application.

Within both Preference categories (Local Preferences and Non-Preference Holders), the Agency will give priority in the selection of applicants who reside in or work in this Agency's area of operation. This Agency's area of operation includes Lackawanna County, excluding the City of Scranton and the City of Carbondale. Second priority will be given to applicants who reside in or work in the city of Scranton or the City of Carbondale. The residency priority will be waived for victims of domestic violence receiving services through the Women's Resource Center.

These factors being equal, the date of the application determines the order of selection.

Buildings Designed for the Elderly and Disabled: Preference will be given to elderly and families with a disability. If there are no elderly or families with a disability on the list, preference will then be given to near-elderly families. All such families will be selected from the waiting lists using the preferences as outlined above.

Buildings Designated for Occupancy by the Elderly: In filling vacancies in developments designated for occupancy by elderly only, priority will be given to families age 62 and older. If there are no elderly families on the list, next priority will be given to near-elderly families.

9.2 ACCESSIBLE UNITS

When an accessible unit becomes available, the Agency shall offer the unit in the following order:

1. To current Agency residents who have a disability (see definition of disabled person in Appendix 2, Definition of Terms) who would benefit from the unit's accessible feature, but whose current unit does not have such features. If there is more than one current resident requiring the accessibility features of the available unit, the family with the earliest written request for a transfer shall be selected for the unit.

2. To eligible and qualified households on the waiting list who have a disability which would benefit from the unit's accessibility features: (a) An accessible unit shall be offered first to households who qualify for a preference and who need the specific features of the available unit. (b) Thereafter, an accessible unit shall be offered to households on the waiting list who need the specific accessibility features, in order of the eligibility verification date, but who do not have a preference despite the presence on the waiting list of households with preferences and/or earlier application dates, but who do not require the specific accessibility features of the available unit.

3. To other eligible and qualified households on the waiting list (without disabilities). In this case, the household must agree, in writing, to transfer to a non-accessible unit at the request of the Agency. A written rider to the lease agreement shall be signed by the resident household and the Agency's Executive Director or designee.

4. In the event there are no accessible units available to accommodate an applicant with a disability, the Agency shall make reasonable accommodations to physically adapt the available vacant unit for said applicant.

9.3 ASSIGNMENT OF BEDROOM SIZES

The following will serve as a guideline to help the Agency determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8

This is only a guideline; variations from this may be justified based on familial status, available units, market conditions, etc.

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood. No assignment of units will be made which require the use of the living room for sleeping.

In determining bedroom size, the Agency will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose full custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

A. Children of the same sex will share a bedroom.

B. Children of the opposite sex, both under the age of three (3) years, will share a bedroom.

C. Adults and children will not be required to share a bedroom.

D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.

E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

A. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Agency will allow the larger size unit if the family provides a verified medical or disability related need that the family be housed in a larger unit.

B. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

C. In no event will a single person who is not an elderly or displaced person, or a person with disabilities be provided with a unit that is larger than one-bedroom.

9.4 SELECTION FROM THE WAITING LISTS

The Agency shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To ensure this requirement is met we shall monitor quarterly the incomes of newly admitted families and the incomes of the families on the waiting lists. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting lists to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting lists we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

9.5 DECONCENTRATION POLICY

It is the Agency's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting lists to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Agency will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments. Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments and the income levels of the families on the waiting lists. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

9.6 DECONCENTRATION INCENTIVES

The Agency may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

9.7 OFFER OF A UNIT

When the Agency discovers that a unit will become available, we will contact the first family on the development's waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The Agency will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the family was contacted by telephone or from the date the letter was mailed to contact the Agency regarding the offer.

The family will be offered the opportunity to view the unit. The viewing must occur within three (3) business days of the offer. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the applicant file. If the family rejects the offer of the unit, the Agency will send the family a letter documenting the offer and the rejection.

9.8 REJECTION OF UNIT

If in making the offer to the family the Agency skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Agency did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will be placed at the bottom of the waiting list in the appropriate category (either preference holders or non-preference holders) for that particular development. The family will be offered the right to an informal review of the decision to alter their application status. When a family is placed at the bottom of a development's waiting list for refusal without good cause, it does not have any affect on the status of their place on any other waiting list(s) their name may be on.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school).

9.9 ACCEPTANCE OF UNIT

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is sooner.

Prior to signing the lease all adult family members (18 years and older) will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the Grievance Procedure, and the Rent Collection Policy. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Agency personnel. The certification will be filed in the resident's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members (18 years and older) will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Agency will retain the original executed lease in the resident's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit for all households is ninety-nine dollars ($99.00). The full amount of the security deposit is due at the time of admission.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

10.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

10.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income-based rent method or having their rent set at the flat rent amount.

A. Families who opt for the flat rent will be required to go through the annual recertification process.

B. Families who opt for the flat rent may request to have an interim reexamination and return to the income-based rent method at any time for any of the following reasons:

1. The family's income has decreased.

2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.

3. Other circumstances creating a hardship on the family such that the income-based method would be more financially feasible for the family.

4. Once the family returns to the income-based rent, they cannot revert to the flat

rent until their next annual recertification.

C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the Agency will provide them with the following information whenever they have to make rent decisions:

1. The Agency's policies on switching types of rent in case of a financial hardship; and

2 The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the Agency will provide the amount of income-based rent for the subsequent year when the Agency conducts an income reexamination or if the family specifically requests it and submits updated income information.

10.2 THE INCOME-BASED RENT METHOD

The total tenant payment is equal to the highest of:

A. 10% of monthly income;

B. 30% of adjusted monthly income; or

C. The welfare rent.

The family will pay the greater of the total tenant payment or the Minimum Rent of $25.

10.3 MINIMUM RENT

The Agency has set the minimum rent at $25. However if the family requests a hardship exemption, the Agency will suspend the minimum rent beginning the month following the family's request until the Agency can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. All requests for a hardship exemption must be submitted in writing.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

2. When the family would be evicted because it is unable to pay the minimum rent;

3. When the income of the family has decreased because of changed circumstances, including loss of employment; and

4. When a death has occurred in the immediate family.

B. No hardship. If the Agency determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

C. Temporary hardship. If the Agency reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 calendar days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension, and all monies owed will be due and payable to the Agency. During the suspension period the Agency will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

D. Long-term hardship. If the Agency determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

E. Appeals. The family may use the grievance procedure to appeal the Agency's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

10.4 THE FLAT RENT

The Agency has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The Agency determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied if necessary. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Agency will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

There is no utility allowance for families paying a flat rent. Lackawanna Housing has already factored the utility allowance into the flat rent calculation in those developments where residents are responsible for paying their own utilities.

10.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

A. The family was receiving assistance on June 19, 1995;
B. The family was granted continuation of assistance before November 29, 1996;
C. The family's head or spouse has eligible immigration status; and
D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

For other eligible mixed families, the family's assistance is prorated in the following manner:

A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Agency. The 95th percentile is called the maximum rent.

B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.

C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.

D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

10.6 PAYING RENT

Rent and other charges are due and payable on the first day of the month. Rent and other charges due under the lease can be paid (either in person or by mail) at the development office where the resident resides, or at the Agency's Main Office located at 2019 West Pine Street, Dunmore, PA 18512**. All payments must be by check or money order.**

11.0 RECERTIFICATIONS

At least annually, the Agency will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

11.1 ELIGIBILITY FOR CONTINUED OCCUPANCY

The income, allowances and family composition of each household shall be reexamined within 12 months of the family's move-in date and no less than once each year thereafter. Reexaminations determine the resident's monthly rent, eligibility for continued occupancy and the required unit size. The Agency follows all pertinent HUD regulations in its completion of reexaminations.

Only those residents meeting all of the following requirements will be considered eligible for continued occupancy:

A. Qualify as a family or the remaining member of a resident family.

B. Have exhibited conduct since residing in public housing that shows the residents:

   1. Have not interfered with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.

   2. Have not adversely affected the physical enjoyment of the community.

   3. Have not adversely affected the financial stability of the community.

C. Are in full compliance with the terms and conditions of the Lease and the Drug-Free Housing Lease Addendum.

11.2 CHOICE OF RENT

Each year at the time of the annual reexamination, the family has the option of selecting the Agency's established flat rent or having their rent based on the amount of their income (income-based rent). **Families have only one choice per year except for financial hardship cases.** In order for families to make informed choices about their rent options, the Agency will provide them with the following information whenever they have to make rent decisions:

1. The Agency's policies on switching types of rent in case of a financial hardship; and

2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the Agency will provide the amount of income-based

rent for the subsequent year when the Agency conducts an income reexamination or if the family specifically requests it and submits updated income information.

Families who opt for the flat rent may request to have an interim reexamination and return to the income-based method at any time for any of the following reasons:

1. The family's income has decreased.

2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.

3. Other circumstances creating a hardship on the family such that the income-based method would be more financially feasible for the family.

All requests to return to the income-based rent must be submitted in writing on the Interim Family Choice of Rent Certification.

11.3 REGULAR REEXAMINATIONS

Approximately 90 days in advance of the scheduled annual reexamination effective date, the family shall be notified by mail that they are required to participate in a reexamination interview.

During the interview the family shall select either the flat rent or the income-based rent. Each family shall sign a certification as to its rent choice.

At the time of the interview, all adult members of the household will be required to sign an application for Continued Occupancy, Authorization for Release of Information forms (Consent forms), and all other forms required for occupancy. During the interview, the family shall provide all information regarding employment and income data, assets, family composition, allowances, and other information deemed necessary. The Agency will send the consent forms to the sources that will verify the family circumstances.

Upon receipt of verification for families selecting the income-based rent, the Agency will determine the family's annual income and will calculate their rent as follows:

The total tenant payment is equal to the highest of:

A. 10% of the family’s monthly income;

B. 30% of the family’s adjusted monthly income;

C. The welfare rent: or

D. The minimum rent.

The family will pay the greater of the total tenant payment or the Minimum Rent of $25.

11.4 MISSED APPOINTMENTS

Families failing to respond to the initial reexamination appointment will be issued a final appointment within one week. Failure by the family to attend the second scheduled interview will result in the Agency taking eviction actions against the family.

11.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) calendar days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

11.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families are required to report the following changes to the Agency between regular reexaminations. If the family's rent is being determined under the income-based method, these changes will trigger an interim reexamination. The family shall report the following changes within ten (10) calendar days of their occurrence. All changes must be submitted in writing.

A. All changes in household composition.
B. Decreases in income expected to last at least 60 days.
C. Increase in allowances or deductions.

Other than those circumstances described above, families will not be required to report any increase in income or decrease in allowable expenses between annual reexaminations.

For families on income-based rent, the Agency will schedule an interim reexamination if it is alleged that the resident has misrepresented the facts upon which the rent is based. In such cases, any increase in rent shall be made retroactive.

The Agency may, at its discretion, schedule interim reexaminations when it deems it is in its interest to do so.

Interim reexaminations do not affect regularly scheduled reexamination effective dates.

11.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, the Agency may schedule special reexaminations every sixty (60) calendar days until the income stabilizes and an annual income can be determined.

11.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first day of the second month after the month in which the change occurred. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

11.9 CHANGES IN HOUSEHOLD COMPOSITION

A. Residents are required to report any change in household composition within ten (10) working days of the change. All changes must be submitted in writing.

B. New household members may be added to the resident's lease if the new family member has been added as the result of birth, marriage, reconciliation with a spouse, legal adoption, placement of foster children, or award of full custody to or by a member of a household on the lease. However no new household member over the age of five (5) years may be added unless and until that person has provided the required information to the Agency and been determined eligible for admission according to the guidelines specified in this policy. The Agency has the right to deny admission to any person found to be ineligible.

C. A resident requesting a live-in-aide will be required to provide verification of the need for a live-in-aide. In addition, before approval of the live-in-aide, the individual (live-in-aide) must complete an application form for purposes of determining citizenship/eligible immigrant status and the live-in-aide will go through the screening process similar to the process for applicants. The Agency will determine the eligibility of the live-in-aide before approval can be granted. If the individual is found to be ineligible or does not pass the screening criteria, the resident will be advised in writing and given the opportunity for an informal review. Under no circumstances will the live-in-aide be added to the lease or be considered the last remaining member of a resident family.

D. Residents will not be permitted to allow a former resident of the Agency who has been evicted to occupy the unit for any period of time.

E. A resident must provide documentation as required by the Agency when reporting that a family member has vacated the household. In the case of an income producing household member, the Agency will require at least two documents verifying the new address or other evidence deemed acceptable by the Agency. Utility bills, a driver's license, an automobile registration, voter registration, an employer's verification, or a lease bearing the family member's name, new address and a date are examples of acceptable evidence. Court papers indicating that a family member has left the household such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection from Abuse, or a Petition for Legal Separation may also be acceptable.

F. A resident reporting a decrease in household size, which changes the unit size for which the family is eligible, will be required to be placed on the transfer list. A resident eligible for a transfer to a larger or smaller unit as the result of approved changes in household composition will be placed on the transfer list effective the date the transfer request is approved.

11.10 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT

If Lackawanna Housing makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of 24 months. The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

12.0 COMMUNITY SERVICE

12.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

12.2 EXEMPTIONS

The following adult family members of resident families are exempt from this requirement:

A. Family members who are 62 or older.

B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.

C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.

D. Family members engaged in work activity of at least eight (8) hours per month. HUD's Notice on this subject specifies the following examples of work activities:

a. Unsubsidized employment;
b. Subsidized private-sector employment;
c. Subsidized public sector employment;
d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
e. On-the-job-training;
f. Job-search and job-readiness assistance;
g. Community service programs;
h. Vocational educational training (not to exceed 12 months with respect to any individual;
i. Job-skills training directly related to employment;
j. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
k. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate;
l. The provision of childcare services to an individual who is participating in a community service program.

E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.

F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

12.3 NOTIFICATION OF THE REQUIREMENT

The Agency shall identify all adult family members who are apparently not exempt from the community service requirement.

The Agency shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Agency shall verify such claims.

The notification will advise families that their community service obligation will begin October 1, 2003 for all families (current residents and new admissions), and begin again at each annual reexamination thereafter. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

12.4 VOLUNTEER OPPORTUNITIES

Community service includes performing 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.

An economic self sufficiency program is one that is 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, work placement, basic skills training, education, English proficiency, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Agency will coordinate with social service agencies, local schools, etc. in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the Agency may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

12.5 THE PROCESS

Effective October 1, 2003 for all families (current residents and new admissions), and each annual reexamination thereafter, the Agency will do the following:

A. Provide a list of volunteer opportunities to the family members.

B. Provide information about obtaining suitable volunteer positions.

C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

D. The Site Manager will track the family member's progress at least thirty days prior to the family's annual recertification, and will meet with the family member as needed to best encourage compliance.

E. At least thirty (30) calendar days before the family's next lease anniversary date, the Site Manager will determine whether each applicable adult family member is in compliance with the community service requirement.

12.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Agency will notify any family found to be in noncompliance of the following:

A. The family member(s) has been determined to be in noncompliance;

B. That the determination is subject to the grievance procedure; and

C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

12.7 OPPORTUNITY FOR CURE

The Agency will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. It will state the number of hours that the family member is deficient. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

The Site Manager will assist the family member in identifying volunteer opportunities and will track compliance.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the Agency shall take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

12.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the service requirement, the Agency may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

13.0 UNIT TRANSFERS

13.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

A. To address emergency situations.

B. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.

C. To facilitate relocation when required for modernization or other management purposes.

D. To facilitate relocation of families with inadequate housing accommodations.

E. To provide an incentive for families to assist in meeting the Agency's deconcentration goal, if appropriate.

F. To eliminate vacancy loss and other expense due to unnecessary transfers.

13.2 CATEGORIES OF TRANSFERS (3)

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization, revitalization, disposition or demolition work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Agency occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Agency when a transfer is the only or best way of solving a serious problem.

13.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

13.4 INCENTIVE TRANSFERS

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

13.5 PROCESSING TRANSFERS

Transfers on the waiting lists will be sorted by the above categories and within each category by

date and time.

Transfers in category 1 and 2 will be housed ahead of any other families, including those on the applicant waiting lists. Transfers in category 1 will be housed ahead of transfers in category 2.

Transfers in category 3 will be housed along with applicants for admission at a ratio of one transfer for every ten (10) admissions.

Upon offer and acceptance of a unit, the family will execute all lease documents, pay any rent and/or security deposit, and complete the transfer within fifteen (15) calendar days. If keys to the former unit are kept more than fifteen (15) calendar days from date of acceptance of the new unit, per diem rent for the former unit will be charged until keys are returned to the appropriate development office. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

13.6 COST OF THE FAMILY'S MOVE

The cost of the transfer generally will be borne by the family in the following circumstances:

A. When the transfer is made at the request of the family or by others on behalf of the family (i.e., by the police);

B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;

C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or

D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Agency when the transfer is needed in order to carry out modernization, disposition, or demolition activities.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

13.7 RESIDENTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Agency. This means the family must be in compliance with their lease, current in all payments to the Agency, and must pass a housekeeping inspection.

All charges for damages (other than normal wear and tear) to the current unit by the resident must be paid in full prior to taking possession of the new unit.

13.8 TRANSFER REQUESTS

A resident may request a transfer at any time by completing a transfer request form. In considering the request, the Agency may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. The Agency will review the request in a timely manner and if a meeting is desired, it shall contact the resident within fifteen (15) business days (unless there are extenuating circumstances) of receipt of the request to schedule a

meeting.

The Agency will grant or deny the transfer request in writing within fifteen (15) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

13.9 RIGHT OF THE AGENCY IN TRANSFER POLICY

The Agency reserves the right to suspend its Transfer Policy because of its efforts to decrease vacancies or any other management initiative. Transfer requests will then be treated on a case by case basis solely at the discretion of the Agency.

The provisions listed above are to be used as a guide to ensure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a resident to transfer or refuse to transfer.

14.0 INSPECTIONS

An authorized representative of the Agency and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, and both parties will sign the statement with a copy retained in the Agency file and a copy given to the family member. An authorized Agency representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper 30 day notice to vacate as required. The resident's security deposit can be used to offset against any Agency costs to repair resident’s damages to the unit.

14.1 MOVE-IN INSPECTIONS

The Agency and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the resident file.

14.2 ANNUAL INSPECTIONS

The Agency will inspect each public housing unit annually to ensure that each unit meets the Agency’s housing standards. Work orders will be submitted and completed to correct any deficiencies.

14.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted at various times during the year separate from the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

14.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Agency.

14.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual inspection, or at other times as necessary, the Agency will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

14.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Agency will give the resident at least two (2) calendar days written notice.

14.7 EMERGENCY INSPECTIONS

If any employee and/or agent of the Agency has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

14.8 PRE-MOVE-OUT INSPECTIONS

When a resident gives notice that they intend to move, the Agency will offer to schedule a pre-move-out inspection with the family. The inspection allows the Agency to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Agency to ready units more quickly for the future occupants.

14.9 MOVE-OUT INSPECTIONS

The Agency conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

15.0 TERMINATION

15.1 GENERAL

The lease is the contract between the Agency and the resident that governs the conditions of tenancy and determines when eviction is appropriate.

15.2 TERMINATION BY RESIDENT

The resident may terminate the lease at any time upon submitting a 30-day written notice. If the resident vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period.

In the event that the vacate is a result of death of the head of household, only fifteen (15) days written notice is required from family members.

15.3 TERMINATION BY THE AGENCY

The Agency will abide by the lease, all HUD regulations and state laws with regard to eviction notices, the serving of those notices and a resident's right to appeal.

The Agency will terminate the lease for serious or repeated violations of material lease terms.

If an individual or family's lease is terminated for criminal activity, the Agency will notify the local post office serving the development that the individual or family no longer lives there.

Twelve months after the Agency has implemented the mandated community service requirement, it will not renew the lease of any non-exempt family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

15.4 RETURN OF SECURITY DEPOSIT

No refund of the Security Deposit will be made unless Resident has submitted a written 30-day notice of intent to vacate the unit. (In the event that the vacate is a result of death, only fifteen (15) days written notice is required from family members). No refund of the Security Deposit will be made until after the Resident has vacated, and the dwelling unit has been inspected by the Project Manager or his/her designee on behalf of the Agency.

The return of a security deposit shall occur within 60 days of the dwelling unit becoming vacant. The Agency agrees to return the Security Deposit to the Resident when he/she vacates, less any deductions for any costs indicated below, **provided the Resident has furnished the Agency with a forwarding address.** If such deductions are made, the Agency will furnish the Resident with a written statement of any such costs for damages and/or other charges to be deducted from the Security Deposit. Deductions from the Security Deposit include:

1. Reimbursement of the cost of repairing any intentional or negligent damages to the dwelling unit caused by the Resident and/or Resident's household members, or Resident's guests.

2. Payment of the cost of any rent or other charges owed by the Resident at the termination of this lease.

16.0 ANTI-FRAUD POLICY

Lackawanna Housing is fully committed to combating fraud in its public housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading Lackawanna Housing. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report

who is residing in the residence. Lackawanna Housing shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, Lackawanna Housing shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

A. Require the resident to immediately repay the amount in question;

B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this Policy;

C. Terminate the resident's tenancy;

D. Refer the case for criminal prosecution; or

E. Take such other action as Lackawanna Housing deems appropriate.

APPENDIX 1

DEFINITION OF ANNUAL AND ADJUSTED INCOME

ANNUAL INCOME

Annual Income is the gross income anticipated to be received by all members of the household (even if temporarily absent) for the 12 month period following the effective date of initial certification or reexamination (annual or interim reexamination of income), including net income derived from assets, and exclusive of income that is temporary, non-recurring or sporadic as defined in Paragraph 3, below. Once the annual income is determined, the Agency subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

I. Annual Income includes, but is not limited to, the amounts specified in the federal regulations currently found in 24 CFR 5.609**:**

A. The gross amount (before any payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services of all adult family members. (See Appendix 2 for definition of adult.);

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

C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than $1000 that were disposed of for less than fair market value within the past two years will be counted as income.

D. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment (but see paragraph II-C of this appendix);

E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;

F. Welfare Assistance payments

1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the Welfare Assistance agency in accordance

with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

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

2. Imputed welfare income

a. A family's annual income includes the amount of imputed welfare income (because of specified welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the Agency by the welfare agency) plus the total amount of other annual income.

b. At the request of the Agency, the welfare agency will inform the Agency in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Agency of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Agency will use this information to determine the amount of imputed welfare income for a family.

c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Agency by the welfare agency).

d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

e. The Agency will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.

f. If a resident is not satisfied that the Agency has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Agency denies the family's request to modify such amount, then the Agency shall give the resident written notice of such denial, with a brief explanation of the basis for the Agency's determination of the amount of imputed welfare income. The Agency's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.

g. Relations with welfare agencies

1). The Agency will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Agency written notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.

2). The Agency is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the Agency. However, the Agency is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

3), Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Agency shall rely on the welfare agency notice to the Agency of the welfare agency's determination of a specified welfare benefits reduction.

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

H. All regular pay, special pay and allowances of a member of the Armed Forces (but see paragraph II-G below); and

I. Any earned income tax credit to the extent it exceeds income tax liability.

II. **Income Exclusions: Annual income does not include the following** amounts specified in the federal regulations currently found in 24 CFR 5.609**:**

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

B. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (but see paragraph I-D of this appendix);

D. Amounts which are specifically received for, or in reimbursement of the cost of medical expenses for any family member;

E. Income of a live-in aide (as defined in Appendix 2) residing in the unit;

F. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the United States Government to a veteran, for use in meeting the cost of tuition, fees, books, equipment, materials, supplies and transportation to the extent that such amounts are so used. Any amounts of such scholarships or payments to veterans, not used for the above purposes that are available for subsistence are to be included in income;

G. The hazardous duty pay to a family member in the Armed Forces away from home and exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

2. 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);

3. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a public housing resident for performing a service for the Agency, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; or

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

I. Temporary, nonrecurring or sporadic income (including gifts);

J. Reparation payments made by foreign governments in connection with the Holocaust (for all initial determinations and reexaminations carried out on or after April 23, 1993;

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

L. Adoption assistance payments in excess of $480 per adopted child;

M. The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:

1. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.

2. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job-training program.

3. Families who are or were, within the past six (6) months, assisted under a State TANF or Welfare to Work program, as determined by the Agency in consultation with the local TANF agency, and whose earned income increases.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

N. Deferred periodic payments of supplemental security income and Social Security benefits that are received in a lump sum payment;

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

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

Q. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:

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

b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);

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

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

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

f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);

g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94–540, 90 Stat. 2503–04);

h. The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407–1408);

i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));

k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent*-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);

l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);

m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));

o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);

p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);

r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and

s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

t. The $600 transitional assistance subsidy, for applicants and tenants enrolled in the Medicare transitional assistance program, effective the date of receiving the benefits and any negotiated drug discounts received pursuant to the Medicare prescription drug discount card.

The Agency will not provide exclusions from income in addition to those already provided for by HUD.

ADJUSTED INCOME

Adjusted Income is Annual Income (as defined in this Appendix) minus the following allowances:

1. $480 for each dependent;

Note: *The head, co-head, spouse, foster child or live-in aide are never counted as dependents. No allowance shall be deducted for an unborn child.*

2. $400 for any elderly family or disabled family;

3. The sum of the following, to the extent the sum exceeds three % of annual income:

   a. Unreimbursed medical expenses of any elderly family or disabled family;

   b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and

   c. The Medicare assistance provided for the cost of drugs pursuant to prescription drug discount cards, negotiated drug price, or transitional assistance subsidies.

4. Reasonable childcare expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the Site Manager for income verification within thirty (30) calendar days of receipt by the resident.

B. The Site Manager shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.

C. After the reconciliation is complete, the Agency shall, if appropriate, adjust the resident's rent beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Agency shall do one of the following:

   1. Immediately collect the back rent due to the agency;

   2. Establish a repayment plan for the resident to pay the sum due to the agency;

   3. Terminate the lease and evict for failure to report income; or

   4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

COOPERATING WITH WELFARE AGENCIES

The Agency will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

B. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and

C. To provide written verification to the Agency concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

APPENDIX 2

DEFINITION OF TERMS

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611) See Appendix 1 for complete definition.

Adult: A household member who has reached the age of legal majority in the State of Pennsylvania (18 years old) or a head, spouse, co-head, or co-resident under the age of eighteen (18) who has executed the appropriate emancipated adult form. An emancipated minor is also considered an adult. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly and disabled families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children less than 13 years of age. These are detailed in Appendix 1.

Annual Income: The anticipated total annual 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 12 month period following the effective date of the initial determination or reexamination of income. See Appendix 1 for complete definition of Annual Income, income inclusions and income exclusions.

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

Application: The full, formal and complete family information form signed by the head of household when the family is invited for an interview before a vacant apartment is anticipated. The applicant's signature on the application form certifies that all information provided is complete and accurate.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Business Days: Days the housing authority is open for business.

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

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Community service: The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the

Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person: For purposes of the anti-drug provisions of this policy, a covered person is a resident, any member of the resident's household, a guest or another person under the resident's control.

Currently engaging in: With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

Dependent: A member of the household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a person with a disability, or is a Full-time Student.

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

Disabled Person: A person who:

A. Has a disability as defined in 42 U.S.C. 423

B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

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

    2. Substantially impedes his or her ability to live independently; and

    3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

C. Has a developmental disability as defined in 42 U.S.C. 6001

    This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

    For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

Drug: means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

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

Elderly/Disabled Family Allowance: For elderly/disabled families, an allowance of $400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age.

Eviction: The dispossession of the resident from the leased unit as a result of the termination of the lease, for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or fulfill the resident obligations set forth in HUD regulations, Federal, and Pennsylvania law, or for other good cause.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

Family: Family includes but is not limited to**:**

A. A family with or without children;
B. An elderly family;
C. A near-elderly family;
D. A disabled family;
E. A displaced family;
F. The remaining member of a resident family; and
G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family. (24 CFR 5.403)

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the income-based method. The flat rent is established by the Agency set at the market value for the unit.

Foster Care Payment: Payment to eligible households by state, local or private agencies for the care of a child placed in the home by an agency.

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 a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Guest: Means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

Head of Household: An adult, 18 years of age or older, whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding contract.

HUD: The U.S. Department of Housing and Urban Development or its designee.

Income-Based Rent (Formula Method): A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent.

Imputed Income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, that is nonetheless included in the family's annual income for purposes of determining rent.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Lackawanna County Resident: For eligibility purposes, any applicant who lives or works in the Agency's area of operation on the date of application or who, on the date of application, can demonstrate a valid offer of employment in the Agency's area of operation. This definition excludes temporary residence with family or friends in the Agency's area of operation at the time of application.

The Agency's area of operation includes Lackawanna County, Pennsylvania, excluding the City of Scranton and the City of Carbondale.

Lease: A written agreement between the Agency and an eligible family for the leasing of a Public Housing unit.

Law enforcement agency: The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

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

a. Is determined by the Agency to be essential to the care and well-being of the person(s);
b. Is not obligated for support of the person(s); and
c. Would not be living in the unit except to provide necessary supportive services.

A live-in aide does not qualify as the remaining member of a resident family.

Low Income Families: A family whose Annual Income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

Medical Expenses: Those medical expenses that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance, including medical insurance premiums, payments on accumulated major medical bills, dental expenses, prescription medicines, eyeglasses, hearing aids, and batteries, cost of care attendant, and transportation expenses directly related to medical treatment.

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets: Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.

In determining the Net Family Assets, the Agency shall include the value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of any consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident receives important consideration not measurable in dollar terms.

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Other person under the resident's control: For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the resident's control.

Participant: A family or individual that is assisted by the public housing program.

Permanently absent: A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

Premises: for purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Previously unemployed: This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Recognized Resident Council: An incorporated or unincorporated nonprofit organization or association that meets each of the following requirements:

a. It must be representative of the residents it purports to represent;
b. It may represent residents in more than one project, but it must fairly represent residents from each project that it represents;
c. It must adopt written procedures providing for the election of specific officers on a regular basis (but at least once every three years);

d. It must have a democratically elected governing board; and
e. The voting membership of the governing board must consist of residents of the project or projects that the resident council or organization represents.

Reexamination: The process of securing documentation on family income and composition to show that residents meet the eligibility requirements for continued federal assistance. The reexamination will result in recalculation of the Total Tenant Payment and Tenant Rent, and will determine whether the family's unit size is still appropriate.

Reexamination Effective Date: The date established by the Agency on which a rent change becomes effective following verification of all income, assets, expenses and circumstances.

Remaining Member of the Tenant Family: A person left in an assisted unit after other family members have vacated who may or may not normally qualify for assistance on his or her own circumstances (e.g., near-elderly person). The person must be of legal age to sign a lease (adult) and all amounts incurred under the previous lease must have been paid before the person is provided a lease in his/her name.

Single Person: A person who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a resident Family. A single pregnant woman will be determined eligible as a single person, and the income limit for a one-person family will be used. No allowance will be deducted from annual income for the unborn child.

Specified Welfare Benefit Reduction:

A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;

2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

3. because a family member has not complied with other welfare agency requirements.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant Rent: The amount payable monthly by the family as rent to the Agency. Where the Agency supplies all utilities (except telephone) and other essential housing services, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are

supplied by the Agency and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Total Tenant Payment: Total Tenant Payment shall be the highest of the following, rounded to the nearest dollar:

a. 30 percent Monthly Adjusted Income;

b. 10 percent of Monthly Income; or

c. If the family receives welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the monthly portions of such payment which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

All households shall pay a Minimum Rent of $25.

Utility Allowance: An amount determined by the Agency as an allowance for the cost of utilities (except telephone) payable directly by the resident.

Utility Reimbursement: the amount by which the Utility Allowance for the unit exceeds the Total Tenant Payment (negative rent).

Very Low Income Family: A Family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD.

Violent criminal activity: means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State, or local governments.

Written notification: All written notifications required in this policy shall be hand delivered or mailed via first class mail unless specified otherwise.

APPENDIX 3

TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, Lackawanna Housing will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card or a third party document stating the Social Security Number
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Discount Card		A card with the words “Medicare Approved” on it
Medicare Discount Benefit		Individual receipts if the pre-discount cost is included; a comparison of receipts before and after the application of the discount; other information provided by the pharmacy supplying the prescription; or if nothing else is available, an imputed value of $48.17

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
		per prescription
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs (at least six)
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Social Security Administration		Letter from Social Security (hand-carried by resident) then verified by HUD computer systems
Periodic payments (i.e., welfare, pensions, workers compensation, unemployment)	TASS; Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or	N/A

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
	local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion	Evidence of job start

CAPITAL FUND PROGRAM TABLES START HERE

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

PHA Name: **Housing Authority of Lackawanna**	**Grant Type and Number** Capital Fund Program Grant No: PA26P038501-05 Replacement Housing Factor Grant No:	**Federal FY of Grant:** **2005**

X **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line No.	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost**	
		Original	**Revised**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations	150,000			
3	1408 Management Improvements	115,000			
4	1410 Administration	200,000			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	150,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	220.690			
10	1460 Dwelling Structures	797,074			
11	1465.1 Dwelling Equipment—Nonexpendable	20,000			
12	1470 Nondwelling Structures	17,500			
13	1475 Nondwelling Equipment	30,000			
14	1485 Demolition				

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

PHA Name: Housing Authority of Lackawanna	Grant Type and Number Capital Fund Program Grant No: PA26P038501-05 Replacement Housing Factor Grant No:	Federal FY of Grant: 2005

X Original Annual Statement ☐ Reserve for Disasters/ Emergencies ☐ Revised Annual Statement (revision no:)
☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency	55,610			
21	Amount of Annual Grant: (sum of lines 2 – 20)	1,755,874			
22	Amount of line 21 Related to LBP Activities	5,000			
23	Amount of line 21 Related to Section 504 compliance	15,000			
24	Amount of line 21 Related to Security – Soft Costs	60,000			
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures	736,478			

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

PHA Name: **Housing Authority of Lackawanna**		**Grant Type and Number** Capital Fund Program Grant No: PA26P038501-05 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	
PHA Wide	Operations	1406	N/A	150,000				
PHA Wide	Management Improvements:							
	1. Computer Software	1408	N/A	10,000				
	2. Automated Rent Collection Sys	1408	N/A	25,000				
	3. Resident Activities	1408	N/A	20,000				
	4. Drug & Crime Prevention	1408	N/A	60,000				
PHA Wide	Program Administration	1410	N/A	200,000				
PHA Wide	Design Fees	1430	N/A	150,000				
PHA Wide	Contingencies	1502	N/A	55,610				

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

PHA Name: **Housing Authority of Lackawanna**		**Grant Type and Number** Capital Fund Program Grant No: PA26P038501-05 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	
PHA Wide	CFP Subsidized Bond Service	1501	N/A					

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

PHA Name: **Housing Authority of Lackawanna**		**Grant Type and Number** Capital Fund Program Grant No: PA26P038501-05 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	
PHA Wide	Physical Improvements							
	1. Appliance replacement	1465 60 .	65	20,000				
	2. Upgrade Water, Sanitary systems	1450	20	30,000				
	3. Maintenance Vehicle	1475	1	30,000				
	4. Misc. Dwelling Construction							
	a. Upgrade Interior Lighting	1460	10 Units	9,000				
	b. Upgrade Roofing systems	1460	3 bldgs	12,500				
	c. Upgrade Heating Systems	1460	10 units	9,000				
	d. ADA Accommodations	1460	LS	15,000				
	e. Repair/Replace sidewalks & Curbs	1460	1,000 Sq ft	7,500				
	f. Address/Abate Environmental Hazards	1460	LS	5,000				
PA38-22								
Dunmore HR	Upgrade Exterior of Bldg	1460	LS	18,900				
	Rebuild/Replace retaining Wall	1450	1	37,690				
	Upgrade front Entry /Access	1460	1	47,196				
	Replace Roof and Metal Edging	1460	1	122,968				

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

PHA Name: **Housing Authority of Lackawanna**		**Grant Type and Number** Capital Fund Program Grant No: PA26P038501-05 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	
PA38-22								
Dunmore HR	Replace windows	1460	100 Units	181,510				
(Continued)								
PA38-01 Taylor Roosevelt	Repair/Replace deteriorating Walks & Steps	1460	10 sets 1,845 Sq Ft	15,000				
	Install area drains to alleviate Site drainage problems	1450	8	18,000				
PHA -Wide	Address REAC Physical Inspection Defects							
	1. Sidewalks/Concrete	1450	6 sites	12,000				

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

PHA Name: **Housing Authority of Lackawanna**		**Grant Type and Number** Capital Fund Program Grant No: PA26P038501-05 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	
	2. Repair/Replace damaged Block Walls	1460	1,875Sq Ft	15,000				
	3. Repair/ Replace Gutters/downspouts	1460	6 Site	3,000				
	4. Address Mildew/Mold in Utility rooms	1460	3 sites	3,000				
PA38-16								
Dickson City	Upgrade Sidewalks & Drainage	1450	7,500 sq ft	43,000				
PA38-12	Replace Windows	1460	26	7,800				
Taylor Housing	Replace Concrete Porches	1460	20	27,100				
Phase 1	Repl Concrete Pads Mech Rm	1460	13	3.900				
	Replace Water Main Shutoffs	1460	15 units	3.400				
	Replace Siding	1460	20 units	91,200				
	Replace GFI's	1460	20 units	2,100				
	Upgrade Heat to HWBBH	1460	20 units	100,000				

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

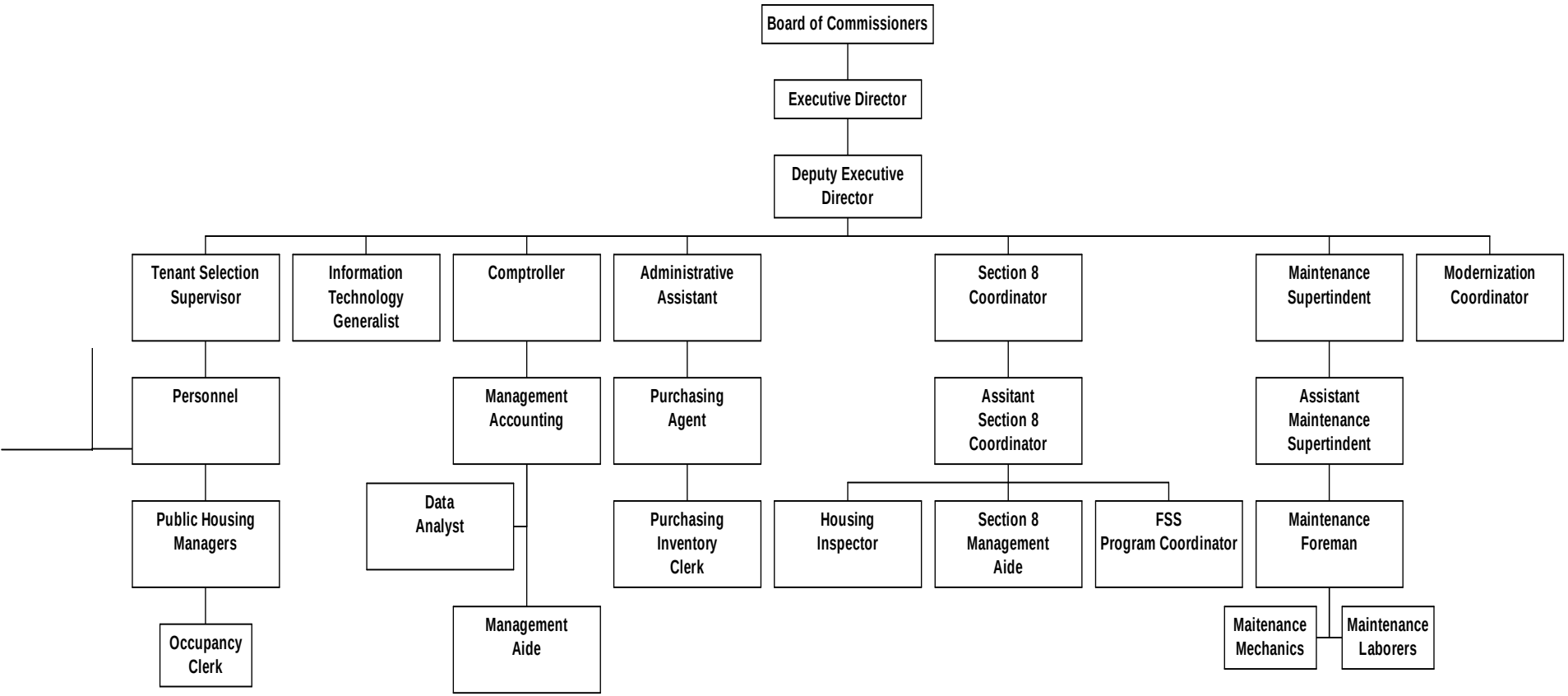
PHA Name: **Housing Authority of Lackawanna**		**Grant Type and Number** Capital Fund Program Grant No: PA26P038501-05 Replacement Housing Factor Grant No:				**Federal FY of Grant:** **2005**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Upgrade Elderly Bathrooms	1460	24 Units	67,000				
	Range Hoods	1460	20 units	30,000				
	Appliances	1450	20 units	80,000				
	Community Bldg Floor	1470	LS	2,500				
	Community Bldg Roof	1470	LS	15,000				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: **Housing Authority of Lackawanna**	**Grant Type and Number** Capital Fund Program No: PA26P038501-05 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	
PHA-wide	09/13/07			09/13/09			
PA38-22 Dunmore HR	09/13/07			09/13/09			
PA38-01 Roosevelt/Taylor	09/13/07			09/13/09			
PA38-16 Dickson City	09/13/07			09/13/09			
PA38-12 Taylor	09/13/07			09/13/09			

Lackawanna Housing
Organizational Chart



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

PHA Name: Housing Authority of the County of Lackawanna				☒ **Original 5-Year Plan** ☐ **Revision No:**	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2006 PHA FY: 2006	Work Statement for Year 3 FFY Grant: 2007 PHA FY: 2007	Work Statement for Year 4 FFY Grant: 2008 PHA FY: 2008	Work Statement for Year 5 FFY Grant: 2009 PHA FY: 2009
HA-Wide Debt Service	Annual Statement	430,000	430,000	430,000	430,000
HA-Wide		872,000	872,000	872,000	872,000
38-02 Dunmore					
38-03 Moosic		180,000			
38-04 Olyphant		273,874		50,000	
380-9 Jessup			243,874		
38-01 Taylor Roosevelt.					132,840
38-07 Olyphant				50,000	45,910
38-16 Grier					
38-17Throop					
38-22 Dunmore					
38-12 Taylor					
38-05 Fell Twp			210,000		
38-06 Archibald				353,874	189,045
38-10 Dickson City					
38-14 S. Abington					
38-15 Jermyn					86,079
CFP Funds Listed for 5-year planning		1,755,874	1,755,874	1,755,874	1,755,854
Replacement Housing Factor Funds					

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities.

Activities for Year 1	Activities for Year 2006 FFY Grant: 2006 PHA FY: 2006			Activities for Year: 2007 FFY Grant: 2007 PHA FY: 2007		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See						
Annual	HA Wide	*Management* Improvements*:*		HA Wide	Management *Improvements:*	
Statement		1. Computer Software and Training	10,000		1. Computer Software	10,000
		2. Drug & Crime Prevention	60,000		2. Drug & Crime Prevention	60,000
		3. Automated Rent Collections	25,000		3. Automated Rent Collections	25,000
		4. Resident Activities	20,000		4. Resident Activities	20,000
	HA Wide	Operations	150,000	HA Wide	Operations	150,000
	HA Wide	Program Administration	200,000	HA Wide	Program Administration	200,000
	HA Wide	Design Fees	200,000	HA Wide	Design Fees	200,000
	HA Wide	Contingencies	72,000	HA Wide	Contingencies:	62,000
	HA Wide	Physical Improvements:		HA Wide	Physical Improvements	
	HA Wide	a. Appliance Replacement	50,000	HA Wide	a. Appliance Replacement	50,000
		b. Trim Trees/ Landscape	15,000		b. Trim Trees/ Landscape	15,000
		c. ADA / 504 Accommodations	10,000		c. ADA / 504 Accommodations	10,000
		d. On-demand Modernization	20,000		d. On-demand Modernization	20,000
		e. Termite Remediation	15,000		e. Termite Remediation	15,000
		f. Ongoing Replacement of Maintenance Equipment	15,000		f. Ongoing Replacement of Maintenance Equipment	15,000
	HA Wide	Computer Hardware Upgrade	10,000	HA Wide	Computer Hardware Upgrade	10,000
		Develop 2 Family Accessible Home	BOND ISSUE			
Total CFP Estimated Cost						

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities.

Activities for Year: 2006 FFY Grant: 2006 PHA FY: 2006			Activities for Year: 2007 FFY Grant: 2007 PHA FY: 2007		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**

HA-WIDE Debt Service	Subsidized Bond Debt Service (Annual Payment)	430,000	HA-WIDE Debt Service	Subsidized Bond Debt Service (Annual Payment)	430,000
PA38-03 MOOSIC	Upgrade Bathrooms	120,000	PA38-05 FELL TWP	Roofs& Related	210,000
	Upgrade Power sys, & GFI's	12,600			
	Roof framing, Insulation Attic fans , soffit and fascia	25,000	PA38-09, JESSUP Phase I	Electrical panel Electrical Sys upgrade wall pk	83,600 25,000
	Upgrade walks & site	60,000		Upgrade Water/Sanitary sys	15,000
	Gutters & Downspouts	10,000		Remote head	200
PA38-04 OLYPHANT	Install Lighting in Utility Rooms,	1,500		Battery pack Sign	1,000 300
	Upgrade Bathrooms	90,726			
	Upgrade sidewalks	75,000		VCT Floor Finish	49,943
	Landscaping/ Fencing	59,048		Interior doors/ closet doors	68,831
				Re-point brick and seal	BOND ISSUE
	Maintenance Equipment Storage	**BOND ISSUE**		Windows, Gutters Downspouts Shingles, edging flashing	BOND ISSUE
	Upgrade Siding	**BOND ISSUE**		Foundation study	BOND ISSUE
	Upgrade Windows	**BOND ISSUE**		Replace 4x4 stair supports	BOND ISSUE
	Replace Floor Tiles	**BOND ISSUE**		Exterior lights - fluorescent	BOND ISSUE
	Upgrade Water Services	**BOND ISSUE**		Boilers – gas fired w/ mate	BOND ISSUE
	Upgrade Roofs	**BOND ISSUE**		Asbestos abatement	BOND ISSUE
	Upgrade to HW baseboard Heat Upgrade Kitchens	**BOND ISSUE**		Curb Valves Porch Roof Repairs	BOND ISSUE
	Replace Valves	**BOND ISSUE**	PA38-17 Throop	Replace Siding	BOND ISSUE
				Replace Windows	BOND ISSUE
PA38-15 JERMYN	Upgrade Electrical System	**BOND ISSUE**		Upgrade Domestic Water	BOND ISSUE
	Total CFP Estimated Cost		$ 1,755,874		$ 1,755,874

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages — Work Activities.

Activities for Year 1	Activities for Year: 2008 FFY Grant: 2008 PHA FY: 2008			Activities for Year: 2009 FFY Grant: 2009 PHA FY: 2009		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See						
Annual	HA Wide	Management Improvements:		HA Wide	Management Improvements:	
Statement		1. Computer Software	10,000		1. Computer Software	10,000
		2. Drug & Crime Prevention	60,000		2. Drug & Crime Prevention	60,000
		3. Automated Rent Collections	25,000		3. Automated Rent Collections	25,000
		4. Resident Activities	20,000		4. Resident Activities	20,000
				HA Wide		
	HA Wide	Operations	150,000	HA Wide	Operations	150,000
	HA Wide	Program Administration	200,000	HA Wide	Program Administration	200,000
	HA Wide	Design Fees	200,000	HA Wide	Design Fees	200,000
	HA Wide	Contingencies:	15,000	HA Wide	Contingencies:	62,000
	HA Wide	Physical Improvements		HA Wide	Physical Improvements	
	HA Wide	a. Appliance Replacement	50,000	HA Wide	a. Appliance Replacement	50,000
		b. Trim Trees/ Landscape	15,000		b. Trim Trees/ Landscape	15,000
		c. ADA / 504 Accommodations	10,000		c. ADA / 504 Accommodations	10,000
		d. On-demand Modernization	20,000		d. On-demand Modernization	20,000
		e. Termite Remediation	15,000		e. Termite Remediation	15,000
		f. Replacement of Refuse Truck	62,000		f. Ongoing Replacement of Maintenance Equipment	15,000
	HA Wide	Computer Hardware Upgrade	10,000	HA Wide	Computer Hardware Upgrade	10,000
Total CFP Estimated Cost						

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities.

Activities for Year: 2008 FFY Grant: 2008 PHA FY: 2008			Activities for Year: 2009 FFY Grant: 2009 PHA FY: 2009		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**

HA-WIDE Debt Service	Subsidized bond debt service (annual payment)	430,000	HA-WIDE Debt Service	Subsidized bond debt service (annual payment)	430,000
PA38-04, OLYPHANT	Upgrade sidewalks	50,000	PA38-06, ARCHBALD	Furnace Upgrade	89,845
				Electrical Upgrade, CO detect	14,250
PA38- 07, OLYPHANT	Upgrade sidewalks	50,000		Kitchen cabinet replacement, hood fans and interior lighting	71,800 15,900
				Gutters and Downspouts	3,500
PA38-12, TAYLOR, KENNEDY	Upgrade heating system	BOND ISSUE			
PA38-06, ARCHBALD	Remediate subsurface Water	200,000	PA38-07 OLYPHANT	Lighting and mail boxes	3,900
	Repair sidewalks	125,000		Bathroom exhaust fans	3,000
	Grading, topsoil, seed, And landscaping	28,874		Re-point foundation, sidewalks, topsoil seed & grading.	32,760
PA38-09, Jessup Phase	Upgrade Roof Systems	BOND ISSUE			
	Upgrade Plumbing & Heating	BOND ISSUE	PA38-01 TAYLOR LITTLE LEAGUE	Kitchen countertops, hood fans Bathroom renovate	27,390 26,650
	Upgrade Site utilities	BOND ISSUE		Hot Water baseboard heat	60,000
	Upgrade Bathrooms & Kitchens	BOND ISSUE		Interior Lighting Closet Doors	4,500 5,300
	Upgrade Interior Finishes	BOND ISSUE		Replace stoops	9,000
	Upgrade Exterior Finishes	BOND ISSUE	PA38-15 JERMYN	Exhaust fans, electric heaters & pipe insulation	BOND ISSUE
	Upgrade Walks and Site Drainage	BOND ISSUE		Kitchen cabinets, sinks, faucets Bathroom tubs, faucets, toilets	33,045 29,484
	Upgrade Electrical	BOND ISSUE		Exterior foundation, sidewalk, parking, curbs & egress	23,550 BOND ISSUE
				Closet doors, floor tile, interior lighting & smoke detectors	BOND ISSUE
				Upgrade Community Room	BOND ISSUE
	Total CFP Estimated Cost				

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities.

Activities for Year: 2008 FFY Grant: 2008 PHA FY: 2008			Activities for Year: 2009 FFY Grant: 2009 PHA FY: 2009		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**

PA38-06, ARCHBALD	Replace closet doors Replace interior doors	BOND ISSUE	PA38-01 TAYLOR Roosevelt	Kitchen Countertops/cabinets Replace hood fans	BOND ISSUE
	Upgrade Kitchen cabinet Countertops, Range hoods,	BOND ISSUE		Upgrade Bathrooms	BOND ISSUE
PA38-16 GRIER	Replace Siding	BOND ISSUE		Floor Tile and Abatement	BOND ISSUE
	Replace Windows	BOND ISSUE		Smoke Detectors Washer/Dryer hook-ups	BOND ISSUE
	Remediate subsurface water	BOND ISSUE		Convert to HW Baseboard Heat	BOND ISSUE
				Repair sidewalks, install area drains & curb valves, & main shut-offs	BOND ISSUE
				Exterior Lighting	BOND ISSUE
,				Additional Parking, Grading, Seed and landscaping	BOND ISSUE
PA38-12, TAYLOR, KENNEDY	Perimeter Fencing	BOND ISSUE		Replace gutters & Downspouts	BOND ISSUE
	Correct Sewer Issues	BOND ISSUE		Bathroom exhaust fans	BOND ISSUE
	Replace Windows	BOND ISSUE		Re-point foundation, sidewalks, topsoil seed & grading.	BOND ISSUE
	Replace Concrete Porches	BOND ISSUE			
	Replace Concrete Pads Mech	BOND ISSUE	PA38-12, TAYLOR Kennedy	Upgrade heating system	BOND ISSUE
	Maint. Equip Storage	BOND ISSUE		Perimeter Fencing	BOND ISSUE
	Replace Interior Doors	BOND ISSUE		Correct Sewer Issues	BOND ISSUE
	Replace Water Main Shutoffs	BOND ISSUE		Replace Windows	BOND ISSUE
	Replace toilets & Valves	BOND ISSUE		Replace Concrete Porches	BOND ISSUE
	Powder Room Upgrades	BOND ISSUE		**Replace Concrete Pads Mech**	BOND ISSUE
	Foundation Repair	BOND ISSUE		**Maint. Equip Storage**	BOND ISSUE
	Total CFP Estimated Cost				

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities.

Activities for Year: 2008 FFY Grant: 2008 PHA FY: 2008			Activities for Year: 2009 FFY Grant: 2009 PHA FY: 2009		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**

PA38-12, TAYLOR, KENNEDY	Replace Siding	BOND ISSUE	PA38-12,TAYLOR Kennedy	**Replace Interior Doors**	BOND ISSUE
	Repair Brick Work at Corners	BOND ISSUE		**Replace Water Main Shutoffs**	BOND ISSUE
	Replace GFI's	BOND ISSUE		**Replace toilets & Valves**	BOND ISSUE
	Upgrade Water Distribution	BOND ISSUE		**Powder Room Upgrades**	BOND ISSUE
	Upgrade Elderly Bathrooms	BOND ISSUE		**Foundation Repair**	BOND ISSUE
	Upgrade Sidewalks	BOND ISSUE		Replace Siding	BOND ISSUE
	Range Hoods	BOND ISSUE		Repair Brick Work at Corners	BOND ISSUE
	Appliances	BOND ISSUE		Replace GFI's	BOND ISSUE
				Upgrade Water Distribution	BOND ISSUE
				Upgrade Elderly Bathrooms	BOND ISSUE
				Upgrade Sidewalks	BOND ISSUE
				Range Hoods	BOND ISSUE
				Appliances	BOND ISSUE
	Total CFP Estimated Cost	$ 1,755,874			$ 1,755,874

Attachment E
Implementation of Public Housing Resident Community Service Requirements

The administrative steps that we will take to implement the Community Service Requirements include the following:

1. **Development of Written Description of Community Service Requirement:**
   Lackawanna Housing has a written developed policy of Community Service Requirements and has completed the required Resident Advisory Board review and public comment period.

2. **Scheduled Changes in Leases:**
   Lackawanna Housing has made the necessary changes to the lease and has completed the required Resident Advisory Board review and public comment period.

3. **Written Notification to Residents of Exempt Status to each Adult Family Member:**
   Lackawanna Housing has reinstated the public housing community service requirement and self-sufficiency requirement as outlined in PIH 2003-17. Written notice to all residents was sent on July 28, 2003 about the reinstatement of the community service and self-sufficiency requirement.

4. **Cooperative Agreements with TANF Agencies**
   Lackawanna Housing has secured a Cooperative Agreement with a TANF Agency.

5. **Programmatic Aspects**
   Community service includes performing 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.

   An economic self sufficiency program is one that is 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, 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).

Attachment F
Pet Policy

Lackawanna Housing allows for pet ownership in its developments with the written pre-approval of the Housing Authority.

Lackawanna Housing adopts the following reasonable requirements as part of the Pet Policy:

1. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units.

2. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold Lackawanna Housing harmless from any claims caused by an action or inaction of the pet.

3. Residents must have the prior written approval of the Housing Authority before moving a pet into their unit.

4. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request.

5. Lackawanna Housing must have a current picture of the pet so it can be identified if it is running loose.

6. A Pet Fee and Pet Deposit is required for each pet as follows:

Type of Pet	**Pet Fee**	**Pet Deposit**
Dog	$10/ month	$75
Cat	$10/month	$75
Fish Aquarium	$0	$0
Fish Bowl (requires no power and no larger than 2 gallons)	$0	$0
Caged Pets	$0	$0

This fee does not apply to residents of sites and/or buildings that are designated elderly only. Also it does not apply to persons with disabilities who have a trained service animal.

The pet deposit does not apply to persons with disabilities who have a trained service animal.

7. Lackawanna Housing will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, gerbil, hamster, guinea pig and fish (reasonable number commensurate to aquarium size).

All dogs and cats must be spayed or neutered before they become six months old and cats must be declawed by the age of three months. A licensed veterinarian and/or staff of the Pennsylvania Human Society must verify this fact.

Each Head of Household may own up to two pets. If one of the pets is a dog or a cat, the second pet must be contained in a cage, or an aquarium for fish. Each bird or other animals, other than fish, shall be counted as one pet.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

The full Pet Policy is available for review. Dogs must not exceed 24 inches at the shoulder at full growth. Cats should be of a size and weight at full growth that would be considered normal for a domestic cat.

8. In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian and/or the staff of the Humane Society shall be annually filed with Lackawanna Housing to attest to the inoculations.

9. Lackawanna Housing, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

Attachment G

Statement of Progress in Meeting the 5-Year Plan Mission and Goals

The following table reflects the progress we have made in achieving our goals and objectives:

Goal One: Manage Lackawanna Housing's existing public housing program in an efficient and effective manner, thereby qualifying as at least a standard performer.	
Objective	**Progress**
Lackawanna Housing shall promote a motivating work environment with a capable and efficient team of employees to operate as a customer-friendly and fiscally prudent leader in the affordable housing industry.	All Housing Agency staff members have on-going training in sexual harassment, cultural diversity, customer service and dealing with difficult people, as well as various other task specific training throughout the year.

Goal Two: Enhance the marketability of Lackawanna Housing's public housing units.	
Objective	**Progress**
Lackawanna Housing shall improve curb appeal by improving the landscaping, keeping its grass cut, and improving litter removal by December 31, 2002.	On January 2, 2001, Lackawanna Housing purchased it's own garbage truck and implemented a schedule for daily refuse collection, rather than relying on municipalities, whose refuse collection was on a weekly basis. In October 2002, Lackawanna Housing purchased a second refuse truck to expedite trash pick-up, as well as to serve as a back-up for the main pack master in the event of mechanical failure. The Agency has developed a new logo and is changing the image of the Housing Authority from that of a bureaucratic governmental entity, to mirror the appearance and management methodologies utilized by the private sector rental housing. The Executive Director in February of 2002 graduated from the University of Maryland School of Public Affairs – 2001 Renewing Public Housing: Private Sector Principles for the New Millennium Executive Education Program.

Goal Three: Provide a safe and secure environment in Lackawanna Housing's public housing developments.	
Objective	**Progress**
To standardize all lock sets Agency-Wide, prior to June 30, 2001.	The Agency has completed the process of standardizing all lock sets Agency-Wide.
To improve site-lighting Agency-Wide as needed with funding from Public Housing Drug Elimination Program by December 31, 2002.	In Fiscal Year 2003 contracts were executed and completed, for additional security and safety measures through additional lighting.

Goal Four: A. Maintain Lackawanna Housing's real estate in a decent condition. **B. Deliver timely and high quality maintenance service to the Residents of Lackawanna Housing.**	
Objective	**Progress**
Lackawanna Housing shall achieve and maintain an average response time of less than 20 hours in responding to emergency work orders by December 31, 2002.	Evidenced by the PHAS submission – Lackawanna Housing continues to reduce response time. Continually, Lackawanna Housing exceeds the standards as set forth by the Department relative to response time to emergency work orders.
Lackawanna Housing shall achieve and maintain an average maintenance turn-around time of fourteen (14) days or less for all units excluding those with major maintenance needs.	Evidenced by the PHAS submission – Lackawanna Housing continues to reduce response time. Continually, Lackawanna Housing exceeds the standards as set forth by the Department relative to turn-around time for maintenance.

Goal Five: Manage Lackawanna Housing's Rental Assistance Programs in an efficient and effective manner, thereby qualifying it as at least a standard performer under SEMAP.	
Objective	**Progress**
Lackawanna Housing shall reduce the amount of time it takes to inspect a new unit to four (4) days by December 31, 2002.	The Agency is able for the majority of units inspected to complete the inspection within 3 working days of the request.

Goal Six: Lackawanna Housing shall ensure equal treatment of all applicants, residents, rental assistance program participants and employees.	
Objective	**Progress**
Lackawanna Housing shall continue to mix its public housing development populations as	Lackawanna Housing complies with all fair housing laws, as stated in their Admissions and

much as possible with respect to ethnicity, race and income.	Continued Occupancy Policy. The Housing Agency will implement the new regulations of deconcentration as instructed from HUD, effective July 2001. Any impact of this new regulation will be addressed with the implementation.

Goal Seven: Lackawanna Housing shall ensure full compliance with all applicable standards and regulations, including generally accepted accounting principles.	
Objective	**Progress**
Lackawanna Housing will ensure that all appropriate staff receive an adequate level of training to put them in a position to ensure that the Agency will remain in compliance with all applicable standards and regulations, including generally accepted accounting principles.	All Housing Agency staff members have had training in sexual harassment, cultural diversity, customer service and dealing with difficult people, as well as various other trainings throughout the year. Towards this goal, the Agency has hired a Comptroller with more than 20 years of assisted housing specific experience who has attended numerous accounting specific training seminars. The Agency continues to maintain an on-going relationship with a fee accountant who specializes in assisted housing programs.

Required Attachment H: Resident Member on the PHA Governing Board

1. ☐ Yes ☒ No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)

A. Name of resident member(s) on the governing board:

B. How was the resident board member selected: (select one)?

☐ Elected
☐ Appointed

C. The term of appointment is (include the date term expires):

2. A. 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):

In 2003 a new majority of County Commissioners were elected in Lackawanna County. The new majority did not reappoint the minority resident, whose term on the Housing Authority Board expired in May of 2004. The Resident Board Member was replaced with a non-program beneficiary. This action was taken in spite of being advised by this agency of the requirements of Section 515 of the Quality Housing and Working Responsibility Act of 1998, relative to a program beneficiary serving on the board.

The Authority's solicitor did correspond with the Director of Public and Indian Housing, due to the fact that the Chair of the County Board of Commissioners stated in a public meeting that he had received a HUD waiver relative to this requirement. The Agency is still waiting for the Department to take action relative to this matter. The Departments action to date was a letter to Commissioner Cordaro from Milton R. Pratt, Jr. Regional Director dated September 20, 2004 requesting that the Agency review the circumstances of the matter and identify corrective action that will place Lackawanna Housing in compliance with 24 CFR 946.415.

B. Date of next term expiration of a governing board member: 05/01/2005

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position):

Robert C. Cordaro and A.J. Munchak
Board of Lackawanna County Commissioners

Required Attachment I: Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provide a description sufficient to identify how members are chosen.)

Lillian Jones

Joan Dietz

Irma Sleboda

Andrea VanLouvender

Charlotte Patrick

Sister Gertrude Grimes

ATTACHMENT J: PROGRESS REPORTS FOR CAPITAL FUND PROGRAMS AT DECEMBER 31, 2003

CFP PA26P038501-00 CFP2000

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P03850100** Replacement Housing Factor Grant No:	**2000**

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no.)

☐ Performance and Evaluation Report for Program Year Ending **10/31/2003** ☑ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations	-	-	-	-
3	1408 Management Improvements	166,550.00	52,409.56	52,409.56	52,409.56
4	1410 Administration	159,100.00	174,662.93	174,662.93	174,662.93
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	100,000.00	240,474.90	240,474.90	240,474.90
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	53,000.00	2,850.13	2,850.13	2,850.13
10	1460 Dwelling Structures	1,148,438.00	1,497,017.48	1,497,017.48	1,497,017.48
11	1465.1 Dwelling Equipment - Nonexpendable	81,570.00	22,996.00	22,996.00	22,996.00
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	41,860.00	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	-	-	-	-
19	1501 Collaterization or Debt Service	-	-	-	-
20	1502 Contingency	239,893.00	-	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	$ 1,990,411.00	$ 1,990,411.00	$ 1,990,411.00	$ 1,990,411.00
22	Amount of line 21 Related to LBP Activities	-	-	-	-
23	Amount of line 21 Related to Section 504 Compliance	1,860.00	362.76	362.76	362.76
24	Amount of line 21 Related to Security - Soft Costs	58,000.00	6,208.06	6,208.06	6,208.06
25	Amount of line 21 Related to Security - Hard Costs	81,340.00	120,463.20	120,463.20	120,463.20
26	Amount of line 21 Related to Energy Conversation Measures	468,784.00	487,929.14	487,929.14	487,929.14

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

PHA Name: **Housing Authority of the County of Lackawanna**		**Grant Type and Number** Capital Fund Program Grant No: **PA26P03850100** Replacement Housing Factor Grant N				**Federal FY of Grant:** **2000**		
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	
HA-WIDE	Management Improvements						-	
	Computer Software	1408.00	NA	38,550.00	-	-	-	Trf to CFP 2004
	Staff Training	1408.00	NA	30,000.00	13,765.70	13,765.70	13,765.70	Completed this Phase
	Occupancy Clerk	1408.00	NA		-	-	-	TRF to Acct 1410
	PHAS Technical Assistance	1408.00	NA	10,000.00	19,973.44	19,973.44	19,973.44	Completed this Phase
	Resident Activities	1408.00	NA	30,000.00	11,860.06	11,860.06	11,860.06	Completed this Phase
	Resident Orientation Training	1408.00	NA		602.30	602.30	602.30	Completed this Phase
	and Guidebook				-	-	-	
	Drug & Crime Prevention	1408.00	NA	58,000.00	6,208.06	6,208.06	6,208.06	Completed this Phase
	Public Housing Evaluation	1408.00	NA	-	-	-	-	
					-	-	-	
HA-WIDE	Administration	1410.00	NA	159,100.00	174,662.93	174,662.93	174,662.93	Completed this Phase
	(See attached allocation plan)				-	-	-	
					-	-	-	
					-	-	-	
HA-WIDE	A & E Fees	1430.00	N/A	100,000.00	240,474.90	240,474.90	240,474.90	Completed this Phase
					-	-	-	
					-	-	-	
HA-WIDE	Non Dwelling Structures & Equipmen	1470.00	N/A	-	-	-	-	
					-	-	-	
HA-WIDE	Physicial Improvements				-	-	-	
	Appliance Replacement	1465.10	132	59,670.00	22,996.00	22,996.00	22,996.00	Completed this Phase
	Upgrade Heating to Baseboard Heat	1460.00	5	24,000.00				Trf to CFP 2001
	Upgrade Power Distribution System	1450.00	5	30,000.00				Trf to CFP 2001
	Upgrade Community Room Furniture	1475.00	LS	11,860.00	-	-	-	Trf to CFP 2002
	Upgrade Receptacles to 20 amp	1460.00	N/A		-	-	-	
	Vehicle for Landscaping equip & crew	1475.00	1	30,000.00	-	-	-	Trf to CFP 2004
	Upgrade Doors & Locks	1460.00	21		10,679.80	10,679.80	10,679.80	Trans from 708

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P03850100** Replacement Housing Factor Grant N	**2000**

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	
PA-38-								
Blakley HiRis	Elevator upgrades	1460.00	1		2,100.00	2,100.00	2,100.00	Completed this Phase
								Trans from cfp 2006
PA38-04	Kitchen Cabinets/Countertop	1460.00	10	36,000.00	-	-	-	Trf to 2006
Olyphant	Replace Closet Doors	1460.00			-	-	-	
	Replace Windows & Screens	1460.00			-	-	-	
	Replace Entry Doors	1460.00			-	-	-	
	Replace Floor Tiles (selective)	1460.00	LS	48,526.00	-	-	-	Trf to 2006
	Entry Locks/Master Key	1460.00			-	-	-	
	Replace Siding	1460.00			-	-	-	
	Replace Gutters/downspouts Soffits & Fa	1460.00	30 units	37,000.00	-	-	.	Trf to 2006
	Replace Outside facutes	1460.00			-		-	
	Replace Hot Water Heaters	1460.00					-	
	Attic Insulation	1460.00					-	
	Patch & Repair Units	1460.00					-	
	Replace Damage Louvers	1460.00	8	1,798.00			-	Trf to 2006
	Install Utility Room Lighting	1460.00		-			-	
	Replace Refrigerators	1465.10					-	
	Replace Ranges	1465.10					-	
	Replace Hood Fans	1460.00					-	
	Replace Medicine Cabinets	1460.00	30	3,030.00			-	Trf to 2006
	Install GFI's	1460.00					-	
	Replace fan/light in Bathrooms	1460.00					-	
	Install H/C toilet and Grab Bars	1460.00					-	
PA38-05	Upgrade Sanitary Sewer Lines	1450.00	1	3,000.00	-		-	Trf to 2002
Fell TWP							-	

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

PHA Name:		Grant Type and Number				Federal FY of Grant:		
Housing Authority of the County of Lackawanna		Capital Fund Program Grant No: **PA26P03850100**				**2000**		
		Replacement Housing Factor Grant N						
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	
PA38-09								
Jessup	Kitchen Cabinets/Countertop	1460.00		-				
	Replace Entry/ Storm Doors	1460.00		-				
	Entry Locks/Master Key	1460.00		-				
	Upgrade Lighting	1460.00		-				
	Replace Interior Doors	1460.00		-				
	Replace Floor Tiles	1460.00		-				**PA38-09 Jessup**
	Bathroom fixtures/tub walls	1460.00		-				**Work Items TRF TO**
	Replace Bath Hardware	1460.00		-				**Bond Issue Proceeds**
	Replace Roof Framing	1460.00		-				**CFP 2007 & CFP 2008**
	Replace Soffit/Fascia	1460.00		-				**See 5 YR Action Plan**
	Gutters/Downspouts	1460.00		-				
	Replace Heating systems	1460.00		-				
	Replace Baseboard Heaters	1460.00		-				
	Replace Roof Over Entry	1460.00		-				
	Upgreade Powder Room	1460.00		-				
	Replace Medicine Cabinets	1460.00		-				
	Replace Exhaust Fans	1460.00		-				
				-				
HA-WIDE	Contingency	1502.00		239,893.00	-	Additional Fun	-	Reallocated
				-	-	due to High	-	
PA38-03						Performance S	-	
Moosic	Kitchen Cabinets/Countertop	1460.00	30	60,800.00	91,805.64	91,805.64	91,805.64	Completed this Phase
	Replace Entry/ Storm Doors	1460.00	30	42,940.00	81,902.30	81,902.30	81,902.30	Completed this Phase
	Entry Locks/Master Key	1460.00	30	20,400.00	27,485.10	27,485.10	27,485.10	Completed this Phase
	Upgrade Lighting	1460.00	30	20,900.00	27,998.93	27,998.93	27,998.93	Completed this Phase
	Replace Interior Doors	1460.00	30	35,340.00	31,806.00	31,806.00	31,806.00	Completed this Phase
	Replace Floor Tiles	1460.00	30	95,699.00	71,229.11	71,229.11	71,229.11	Completed this Phase
	Bathroom fixtures/tub walls	1460.00	30	76,000.00	63,407.29	63,407.29	63,407.29	Completed this Phase
	Replace Bath Hardware	1460.00	30	13,300.00	11,970.00	11,970.00	11,970.00	Completed this Phase
	Replace Roof Framing	1460.00	NA	104,200.00	-	-	-	Determined not Necessary
	Replace Soffit/Fascia	1460.00	30	37,945.00	1,624.60	1,624.60	1,624.60	Completed this Phase

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P03850100** Replacement Housing Factor Grant N	**2000**

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	
PA38-03								
Moosic	Gutters/Downspouts	1460.00	30	90,810.00	112,810.00	112,810.00	112,810.00	Completed this Phase
	Replace Baseboard Heaters	1460.00	30	65,261.00	50,266.32	50,266.32	50,266.32	Completed this Phase
	Replace Roof Over Entry	1460.00	30	12,600.00	40,901.17	40,901.17	40,901.17	Completed this Phase
	Replace Heating systems	1460.00	30	28,000.00	81,038.13	81,038.13	81,038.13	Completed this Phase
	Upgrade Powder Room	1460.00	6	4,200.00	3,780.00	3,780.00	3,780.00	Completed this Phase
	Replace Medicine Cabinets	1460.00	30	7,676.00	23,431.86	23,431.86	23,431.86	Completed this Phase
	Replace Exhaust Fans	1460.00	30	9,880.00	5,226.39	5,226.39	5,226.39	Completed this Phase
	Interior Painting Touch up	1460.00	NA	23,250.00	-	-	-	Removed Line Item
	Replace Outside facutes	1460.00	NA	5,100.00	-	-	-	Trf to CFP 2002
	Replace Hot Water Heaters	1460.00	30	10,500.00	24,348.94	24,348.94	24,348.94	Completed this Phase
	Install GFI's	1460.00	30	5,400.00	-	-	-	Trf to CFP 2002
	Replace fan/light in Bathrooms	1460.00	30	3,900.00	-	-	-	Trf to CFP 2002
	Install H/C toilet and Grab Bars	1460.00	1	1,860.00	362.76	362.76	362.76	Completed this Phase
	Replace Closet Doors	1460.00	30	18,000.00	16,200.00	16,200.00	16,200.00	Completed this Phase
	Replace Windows & Screens	1460.00	30	77,760.00	59,961.47	59,961.47	59,961.47	Completed this Phase
	Replace Entry Doors	1460.00	30	18,000.00	-	-	-	Trf to CFP 2002
	Replace Refrigerators	1465.10	37	13,500.00				Trf to CFP 2002
	Replace Ranges	1465.10	24	8,400.00	-	-	-	Trf to CFP 2002
	Replace Hood Fans	1460.00	10	5,400.00	1,975.00	1,975.00	1,975.00	Completed this Phase
	Attic Insulation	1460.00	LS	19,155.00	-	-	-	Trf to CFP 2002
	Replace Siding	1460.00	LS	41,445.00	37,999.53	37,999.53	37,999.53	Completed this Phase
	Patch & Repair Units	1460.00	LS	10,450.00				Trf to CFP 2002
	Upgrade Receptacles to 20 amp	1460.00	10	30,000.00	9,315.38	9,315.38	9,315.38	Completed this Phase
	Upgrade Power Distribution System	1450.00	1	20,000.00	752.50	752.50	752.50	Completed this Phase
	Install Utility Room Lighting	1460.00	NA	1,913.00	-	-	-	Trf to CFP 2002
	Repir/Upgrade Porches	1460.00	30		46,231.54	46,231.54	46,231.54	Completed this Phase
	Locate Underground Gas System	1450.00	1		2,097.63	2,097.63	2,097.63	Completed this Phase

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P03850100** Replacement Housing Factor Grant N	**2000**

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	
PA38-02								
Dunmore	Roofing, Gutters & Downspouts	1460.00	75	-	190,179.22	190,179.22	190,179.22	Completed this Phase
	Replace Bathroom Lighting	1460.00	75	-	63,981.99	63,981.99	63,981.99	Completed this Phase
	Masonary	1460.00	75		37,409.85	37,409.85	37,409.85	Completed this Phase
	Moving costs	1460.00	30		5,025.00	5,025.00	5,025.00	Completed this Phase
	Plumbing upgrade	1460.00	15		50,415.84	50,415.84	50,415.84	Completed this Phase
	Heating Replacement	1460.00	15		39,850.82	39,850.82	39,850.82	Completed this Phase
					-	-	-	
					-	-	-	
PA38-14					-	-	-	
South Abingt	Upgrade Sinks & Toilets	1460.00	3		1,382.01	1,382.01	1,382.01	Completed this Phase
	Replace Water Heaters & Thermostat	1460.00	13		10,419.89	10,419.89	10,419.89	Completed this Phase
					-	-	-	
					-	-	-	
					-	-	-	
PA38-06					-	-	-	
Archbald	Roof Upgrades	1460.00	18 units		50,781.80	50,781.80	50,781.80	Completed this Phase
					-	-	-	
					-	-	-	
					-	-	-	
					-	-	-	
PA38-01					-	-	-	
Taylor	Roof Upgrades	1460.00	18 units		50,781.80	50,781.80	50,781.80	Completed this Phase
	Termite Control	1460.00	16 bldgs		30,466.00	30,466.00	30,466.00	Completed this Phase
					-	-	-	
PA38-08					-	-	-	
Old Forge	Termite Control	1460.00	16 bldgs		30,466.00	30,466.00	30,466.00	Completed this Phase

Annual Statement / Performance and Evaluation Report

Capital fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part III: Implementation Schedule

PHA Name:	Grant Type and Number		Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No:	**PA26P03850100**	**2000**
	Replacement Housing Factor Grant No:		

Development Number Namw/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Management	9/02		9/02	9/04	10/03	10/03	
Improvements							
Administration	9/02		9/02	9/04	10/03	10/03	
A & E	9/02		9/02	9/04	10/03	10/03	
PA38-02							
Dunmore	9/02		9/02	9/04	10/03	10/03	
PA38-03							
Moosic	9/02		9/02	9/04	10/03	10/03	
PA38-06							
Archbald	9/02		9/02	9/04	10/03	10/03	
PA38-22							
Dunmore	9/02		9/02	9/04	10/03	10/03	
HA-WIDE							
Appliances	9/02		9/02	9/04	10/03	10/03	

ATTACHMENT K: PROGRESS REPORTS FOR CAPITAL FUND PROGRAMS AT DECEMBER 31, 2003

CFP PA26P038501-01 CFP2001

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P03850101** Replacement Housing Factor Grant No:	**2001**

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no.)

☐ Performance and Evaluation Report for Program Year Ending **12/31/2003** ☑ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations	-	-	-	-
3	1408 Management Improvements	147,800.00	2,053.25	2,053.25	2,053.25
4	1410 Administration	199,000.00	42,746.85	42,746.85	42,746.85
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	200,000.00	111,035.21	111,035.21	111,035.21
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	81,750.00	40,179.53	40,179.53	40,179.53
10	1460 Dwelling Structures	1,129,218.00	1,834,582.16	1,834,582.16	1,834,582.16
11	1465.1 Dwelling Equipment - Nonexpendable	88,027.00	-	-	-
12	1470 Nondwelling Structures	30,000.00	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	-	-	-	-
19	1501 Collaterization or Debt Service	-	-	-	-
20	1502 Contingency	154,802.00	-	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	$ 2,030,597.00	$ 2,030,597.00	$ 2,030,597.00	$ 2,030,597.00
22	Amount of line 21 Related to LBP Activities	-	-	-	-
23	Amount of line 21 Related to Section 504 Compliance	-	-	-	-
24	Amount of line 21 Related to Security - Soft Costs	58,000.00	54.00	54.00	54.00
25	Amount of line 21 Related to Security - Hard Costs	152,120.00	-	-	-
26	Amount of line 21 Related to Energy Conversation Measures	526,884.00	1,105,464.78	1,105,464.78	1,105,464.78

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P03850101** Replacement Housing Factor Grant N	**2001**

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	
HA-WIDE	Management Improvements							
	Computer Software	1408.00	NA	19,800.00	-	-	-	Realloated to other work items
	Staff Training	1408.00	NA	20,000.00	-	-	-	Realloated to other work items
	Occupancy Clerk	1408.00	NA		-	-	-	Trf to Acct 1410
	PHAS Technical Assistance	1408.00	NA	10,000.00	1,999.25	1,999.25	1,999.25	Complete this Phase
	Resident Activities	1408.00	NA	20,000.00	-	-	-	Realloated to other work items
	Resident Orientation Training	1408.00	NA		-	-	-	
	and Guidebook				-	-	-	
	Drug & Crime Prevention	1408.00	NA	58,000.00	54.00	54.00	54.00	Complete this Phase
	Public Housing Evaluation	1408.00	NA	20,000.00	-	-	-	Realloated to other work items
						-	-	
HA-WIDE	Administration	1410.00	NA	199,000.00	42,746.85	42,746.85	42,746.85	Complete this Phase
	(See attached allocation plan)							
HA-WIDE	A & E Fees	1430.00	NA	200,000.00	111,035.21	111,035.21	111,035.21	Complete this Phase
HA-WIDE	Contingency	1502.00	NA	154,802.00	-	-	-	Realloated to other work items
HA-WIDE	Non Dwelling Structures & Equipmen	1470.00	26	26,000.00	-	-	-	Realloated to other work items
HA-WIDE	Physicial Improvements							
	Appliance Replacement	1465.10	62	37,657.00	-	-	-	Realloated to other work items
	Upgrade Water & Sanitary Lines	1450.00	8	25,000.00	-	-	-	Realloated to other work items
	Upgrade fire alarm systems to code	1460.00	2	25,000.00	-	-	-	Realloated to other work items
	Install electronic ignition for gas range	1460.00	200	20,000.00	-	-	-	Realloated to other work items
PA38-01								
Taylor	Roofing	1460.00	32 bldgs		197,341.91	197,341.91	197,341.91	Trf from 2000

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P03850101** Replacement Housing Factor Grant N	**2001**

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	
PA38-03	Siding on Community Bldg	1470.00	1	4,000.00	-	-	-	Realloated to other work items
MOOSIC	Sidewalk Repair	1450.00	LS	2,000.00	-	-	-	Realloated to other work items
						-	-	
PA38-04	Install Tub Surrounds	1460.00	30	9,300.00	-	-	-	Realloated to other work items
Olyphant	Replace Storm Doors	1460.00	30	7,950.00	-	-	-	Realloated to other work items
	Upgrade Interior Lighting	1460.00	30	9,000.00	-	-	-	Realloated to other work items
	Replace Porch Lighting	1460.00	30	4,200.00	-	-	-	Realloated to other work items
	Replace Fixture shutoffs	1460.00	30	7,050.00	-	-	-	Realloated to other work items
	Replace Utility room doors	1460.00	30	7,956.00	-	-	-	Realloated to other work items
	Replace Mailbox	1460.00	30	1,050.00	-	-	-	Realloated to other work items
						-	-	
PA38-06	Replace Floor Tiles	1460.00	60	76,020.00	-	-	-	Realloated to other work items
Archbald	Roof Upgrades	1460.00	60	19,500.00	9,396.47	9,396.47	9,396.47	Realloated to other work items
	Attic Insulation	1460.00	60	17,278.00	-	-	-	Realloated to other work items
PA38-18	Replace Roof, Gutters, Facia	1460.00	1	70,000.00	-	-	-	Realloated to other work items
Walsh Plaza								
PA38-09	Replace Windows	1460.00	76	110,700.00	-			Trf to Bond Issue, 2007 & 2008
Jessup	Replace Siding	1460.00	76	110,780.00	-			Trf to Bond Issue, 2007 & 2008
	Repair Exterior Stairs	1460.00	76	25,200.00	-			Trf to Bond Issue, 2007 & 2008
	Install Dryer Vents	1460.00	76	2,660.00	-			Trf to Bond Issue, 2007 & 2008
	Repair Foundation	1460.00	76	3,900.00	-			Trf to Bond Issue, 2007 & 2008
	Add Ceiling at Cathedral Area	1460.00	76	32,400.00	-			Trf to Bond Issue, 2007 & 2008
	Upgrade Interior Lighting	1460.00	76	3,584.00	-			Trf to Bond Issue, 2007 & 2008
	Grading, topsoil, seeding	1460.00	76	14,850.00	-			Trf to Bond Issue, 2007 & 2008
	Upgrade Site Lighting	1460.00	76	3,000.00	-			Trf to Bond Issue, 2007 & 2008
	Sidewalks & Curbs	1460.00	LS	42,100.00	-			Trf to Bond Issue, 2007 & 2008
	Meterpit/shutoff valves	1460.00	1	7,200.00	-			Trf to Bond Issue, 2007 & 2008
	Repoint Brick	1460.00	1	15,000.00	-			Trf to Bond Issue, 2007 & 2008

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P03850101** Replacement Housing Factor Grant N	**2001**

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	
PA38-10	Kitchen Cabinets/Countertop	1460.00	69	62,100.00	-			Trf to Bond Issue Proceeds
Dickson City	Replace Ranges	1465.10	69	19,320.00	-			Trf to Bond Issue Proceeds
	Replace Refrigerators	1465.10	69	31,050.00	-			Trf to Bond Issue Proceeds
	Replace Hood Fans	1460.00	69	12,420.00	-			Trf to Bond Issue Proceeds
	Replace Entry Storm Doors	1460.00	69	38,985.00	-			Trf to Bond Issue Proceeds
	Interior rehab touch up painting	1460.00	69	24,150.00	-			Trf to Bond Issue Proceeds
	Replace Floor Tiles	1460.00	69	86,070.00	-			Trf to Bond Issue Proceeds
	Upgrade Lighting	1460.00	69	17,250.00	-			Trf to Bond Issue Proceeds
	Replace Baseboard Heaters	1460.00	69	24,150.00	-			Trf to Bond Issue Proceeds
	Replace Closet Doors	1460.00	69	18,000.00	-			Trf to Bond Issue Proceeds
	Siding/roofing/soffitt/facia	1460.00	69	36,000.00	-			Trf to Bond Issue Proceeds
	Replace HM Door Frames	1460.00	69	13,800.00	-			Trf to Bond Issue Proceeds
	Repair/replace Sidewalks	1450.00	LS	6,000.00	-			Trf to Bond Issue Proceeds
	Upgrade exterior Lighting	1450.00	69	30,000.00	-			Trf to Bond Issue Proceeds
	Add Parking	1450.00	LS	11,000.00	-			Trf to Bond Issue Proceeds
	Add walls at Front Doors	1450.00	69	1,100.00	-			Trf to Bond Issue Proceeds
	Chain Link Fencing	1450.00	LS	6,650.00	-			Trf to Bond Issue Proceeds
	Entry Lockset Masterkey	1460.00	69	10,350.00	-			Trf to Bond Issue Proceeds
	Upgrade Lighting	1460.00	69	9,000.00	-			Trf to Bond Issue Proceeds
	Replace Exhaust Fans	1460.00	69	8,970.00	-			Trf to Bond Issue Proceeds
	Replace Smoke Detectors	1460.00	69	2,660.00	-			Trf to Bond Issue Proceeds
	Replace Windows	1460.00	69	83,460.00	-			Trf to Bond Issue Proceeds
	Canopy Above Doors	1460.00	69	21,340.00	-			Trf to Bond Issue Proceeds
	Add GFI's	1460.00	69	9,660.00	-			Trf to Bond Issue Proceeds
	Caulk Bathrooms	1460.00	69	5,175.00	-			Trf to Bond Issue Proceeds

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P03850101** Replacement Housing Factor Grant N	**2001**

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	
PA 38-02	Upgrade Entrances	1460.00	100		81,560.28	81,560.28	81,560.28	Trf from 708
DUNMORE	Upgrade Bathrooms	1460.00	100		279,132.11	279,132.11	279,132.11	Trf from 708
	Kitchen Cabinets/Countertops	1460.00	100		63,291.69	63,291.69	63,291.69	Trf from 708
	Refrigerators	1465.10	100		-	-	-	Trf from 708
	Rangers	1465.10	100		-	-	-	Trf from 708
	Hood Fans	1460.00	100		16,200.00	16,200.00	16,200.00	Trf from 708
	Washer/Dryer Hookups	1460.00	100		23,020.31	23,020.31	23,020.31	Trf from 708
	Replace Toilets	1460.00	100		124,082.23	124,082.23	124,082.23	Trf from 708
	Replace Vanities	1460.00	100		-	-	-	Trf from 708
	Replace Bathroom Vinyl	1460.00	50		28,272.90	28,272.90	28,272.90	Trf from 708
	Tub/Shower Faucets	1460.00	100		29,979.62	29,979.62	29,979.62	Trf from 708
	Replace Shutoff Valves	1460.00	100		8,500.00	8,500.00	8,500.00	Trf from 708
	Replace Siding/Insulation	1460.00	33		742,959.71	742,959.71	742,959.71	Trf from 708
	Replace Mail Boxes	1460.00	100		-	-	-	Trf from 708
	Replace Soffit/Fascia	1460.00	33		-	-	-	Trf from 708
	Entry Locks/Master Key	1460.00	100		2,440.91	2,440.91	2,440.91	Trf from 708
	Replace Furnaces	1460.00	33		98,297.64	98,297.64	98,297.64	Trf from 708
	Replace Grills/Diffusers	1460.00	100		22,207.79	22,207.79	22,207.79	Trf from 708
	Replace Smoke Detectors	1460.00	100		-	-	-	Trf from 708
	Repair Concrete Floor and Wall	1460.00	3		-	-	-	Trf from 708
	Sidewalk Repair/Replacement	1460.00	LS		-	-	-	Trf from 708
	Install Area Drains/Grading	1460.00	4		-	-	-	Trf from 708
	Weather Strip Entry Doors	1460.00	100		-	-	-	Trf from 708
	Upgrade Power Distribution System	1450.00	1		40,179.53	40,179.53	40,179.53	Trf from 708
PA38-13								
Blakley	Blakley Elevator	1460.00	1		30,626.26	30,626.26	30,626.26	Trans from CFP 2006

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P03850101** Replacement Housing Factor Grant N	**2001**

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	
PA38-03	Install GFI's	1460.00						Trf from 708
MOOSIC	Replace fan/light in Bathrooms	1460.00						Trf from 708
	Replace Entry Doors	1460.00	30		17,093.48	17,093.48	17,093.48	Trf from 708
	Upgrade Lighting	1460.00	15 units		12,924.09	12,924.09	12,924.09	Trf from 708
	Replace Ranges	1465.10						Trf from 708
	Replace Hood Fans	1460.00			-	-	-	Trf from 708
	Attic Insulation	1460.00			-	-	-	Trf from 708
	Patch & Repair Units	1460.00			-	-	-	Trf from 708
	Upgrade Power Distribution System	1450.00			-	-	-	Trf from 708
	Install Utility Room Lighting	1460.00			-	-	-	Trf from 708
	Replace Outside facutes	1460.00						Trf from 708
	Replace Roof Framing	1460.00	4 bldgs		29,479.76	29,479.76	29,479.76	Trf from 708
	Replace Soffit/Fascia	1460.00						Trf from 708
	HVAC	1460.00	4 bldgs		17,775.00	17,775.00	17,775.00	Trf from 708

Annual Statement / Performance and Evaluation Report

Capital fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part III: Implementation Schedule

PHA Name:	Grant Type and Number		Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No:	**PA26P03850101**	**2001**
	Replacement Housing Factor Grant No:		

Development Number Namw/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
Management	06/30/03		10/02	06/30/05		12/03	
Improvements							
Administration	06/30/03		10/02	06/30/05		12/03	
A & E	06/30/03		10/02	06/30/05		12/03	
PA38-02							
Dunmore	06/30/03		10/02	06/30/05		12/03	
PA38-03							
Moosic	06/30/03		10/02	06/30/05		12/03	
PA38-06							
Archbald	06/30/03		10/02	06/30/05		12/03	
PA38-22							
Dunmore	06/30/03		10/02	06/30/05		12/03	
HA-WIDE							
Appliances	06/30/03		10/02	06/30/05		12/03	

ATTACHMENT L: PROGRESS REPORTS FOR CAPITAL FUND PROGRAMS AT DECEMBER 31, 2003

CFP PA26P038501-02 CFP2002

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P038501-02** Replacement Housing Factor Grant No:	**2002**

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☑ Revised Annual Statement (revision no. **#1**)

☐ Performance and Evaluation Report for Program Year Ending **12/31/2003** ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations	-	150,000.00	-	-
3	1408 Management Improvements	150,000.00	81,595.00	8,525.39	8,525.39
4	1410 Administration	200,000.00	150,000.00	45,846.20	45,846.20
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	200,000.00	100,000.00	23,257.45	23,257.45
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	95,290.00	58,889.91	58,889.91	49,171.08
10	1460 Dwelling Structures	538,569.00	985,968.09	932,179.08	831,108.44
11	1465.1 Dwelling Equipment - Nonexpendable	137,020.00	-	-	-
12	1470 Nondwelling Structures	5,000.00	825.00	825.00	825.00
13	1475 Nondwelling Equipment	50,000.00	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	5,000.00	-	-	-
18	1499 Development Activities	-	-	-	-
19	1501 Collaterization or Debt Service	-	-	-	-
20	1502 Contingency	146,399.00	-	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	$ 1,527,278.00	$ 1,527,278.00	$ 1,069,523.03	$ 958,733.56
22	Amount of line 21 Related to LBP Activities	-	-	-	-
23	Amount of line 21 Related to Section 504 Compliance	-	-	-	-
24	Amount of line 21 Related to Security - Soft Costs	60,000.00	40,000.00	297.00	297.00
25	Amount of line 21 Related to Security - Hard Costs	24,690.00	33,500.00	9,891.50	-
26	Amount of line 21 Related to Energy Conversation Measures	415,155.00	448,183.58	426,727.57	402,438.89

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P038501-02** Replacement Housing Factor Grant No:	**2002**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised	Funds Obligated	Funds Expended
HA-WIDE	OPERATIONS	1406.00	N/A		150,000.00		
HA-WIDE	MGMT. IMPROVEMENTS						
	Computer Software	1408.00	NA	20,000.00	-		
	Staff Training	1408.00	NA	20,000.00	20,000.00	5,971.89	5,971.89
	Occupancy Clerk	1408.00	NA	10,000.00	-	-	-
	PHAS Technicial Assistance	1408.00	NA	20,000.00	20,000.00	661.50	661.50
	Drug and Crime Prevention	1408.00	NA	60,000.00	40,000.00	297.00	297.00
	Public Housing Evaluation	1408.00	NA	20,000.00	-		
					-	-	
HA-WIDE	PROGRAM ADMINISTRATION	1410.00	NA	200,000.00	150,000.00	45,846.20	45,846.20
HA-WIDE	FEES AND COSTS	1430.00	NA	200,000.00	100,000.00	23,257.45	23,257.45
HA-WIDE	CONTINGENCY	1502.00	NA	146,399.00	-		
HA-WIDE	Non Dwelling Structures & Equipmen	1470.00			825.00	825.00	825.00
HA-WIDE	UPGRADE COMMUNITY ROOM						
	FURNITURE	1475.00	LS	50,000.00	-		
HA-WIDE	ON-DEMAND RELOCATION	1495.00	N/A	5,000.00	-		
HA-WIDE	PHYSICAL IMPROVEMENTS						
	Appliance replacement(10 range 15	1465.10	26	10,000.00	-		
	On demand modernization	1460.00	N/A	10,000.00	-		
	Re-lkey lock cylinders	1460.00	10	500.00	-		
	Building Codes Upgrade	1460.00	N/A	5,000.00	-		

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P038501-02** Replacement Housing Factor Grant No:	**2002**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised	Funds Obligated	Funds Expended
PA38-05							
Fell TWP	Painting & Cabinets (5 apts)	1460.00	60 LF		7424.39	7424.39	7424.39
PA38-1							
TAYLOR,							
LITTLE LEAGUE							
	Hot water baseboard heat	1460.00		60,000.00			
	Kitchen cabinets/countertops	1460.00	240 LF	24,150.00			
	Refrigerators/ranges(30 ref 30 range	1465.10	60	26,280.00			
	Hood fans	1460.00	30	3,240.00			
	Repair bathroom tiles	1460.00	2250 Sq Ft	3,150.00			
	Install showers	1460.00	30	3,420.00			
	Replace toilets	1460.00	30	4,500.00			
	Replace lavatories	1460.00	15	3,150.00			
	Replace flooring	1460.00	5500 sq ft	10,000.00			
	Bathroom exhaust fans	1460.00	30	2,430.00			
	Upgrade interior lighting	1460.00	20 fixtures	4,500.00			
	Replace closet doors	1460.00	60	5,300.00			
	Replace stoops	1460.00	30	9,000.00			
PA38-6							
ARCHBALD	Upgrade heat to HW baseboard	1460.00	60 furnaces	89,845.00	-		
	Upgrade electrical service	1450.00	60 panel boxes	13,500.00	-		
	Repair/replace side canopies	1460.00	60 units	12,600.00	-		
	Replace outdoor lighting	1450.00	10 fixtures	3,000.00	-		
	Carbon monoxide detectors	1460.00	60 units	750.00	-		
	Kitchen cabinets/countertops 30 units	1460.00	360 LF	33,000.00	-		

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

PHA Name: **Housing Authority of the County of Lackawanna**		**Grant Type and Number** Capital Fund Program Grant No: **PA26P038501-02** Replacement Housing Factor Grant No:				**Federal FY of Grant:** **2002**	
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised	Funds Obligated	Funds Expended
PA38-6	(Continued)						
ARCHBALD	60 Refrigerators / 60 ranges	1465.10	120	43,800.00			
	Replace hood fans	1460.00	30	5,400.00			
	Replace entry door/storm doors	1460.00	30	16,950.00			
	Upgrade interior lighting	1460.00	60 fixtures	7,500.00			
	Closet light fixtures	1460.00	30 fixtures	3,000.00			
	Replace gutters/downspouts	1460.00	640 LF	3,500.00			
PA38-7							
OLYPHANT	Replace exterior/doors/storm doors	1460.00	30	16,950.00			
	Upgrade exterior lighting	1460.00	10 fixtures	3,000.00			
	Replace mailboxes	1460.00	30	900.00			
	Replace gutters/donspouts	1460.00	365 LF	2,000.00			
	Replace utility room doors	1460.00	30	2,400.00			
	Re-point foundation	1460.00	LS	2,100.00			
	Replace sidewalks	1450.00	145 SQFT	1,160.00			
	Grading, topsoil, seeding	1450.00	1125 SQFT	4,500.00			
	Landscaping	1450.00	100 sq ft	25,000.00			
	Reloacate downspouts	1460.00	775 LF	4,250.00			
	Master key site	1460.00	30	5,000.00			
	Bathroom exhaust fans	1460.00	20	3,000.00			
PA38-1							
TAYLOR,							
ROOSEVELT	Replace Windows	1460.00	75	30,000.00			
	Replace bath floors/toilets	1460.00	60 units	11,000.00			
	(60 Toilets) (2160sqft tile)						

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

PHA Name: **Housing Authority of the County of Lackawanna**		**Grant Type and Number** Capital Fund Program Grant No: **PA26P038501-02** Replacement Housing Factor Grant No:				**Federal FY of Grant:** **2002**	
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised	Funds Obligated	Funds Expended
PA38-15							
JERMYN	Kitchen cabinets/countertops	1460.00	20 units 240LF	23,400.00			
	Replace sinks/faucets	1460.00	20 Sets	4,650.00			
	Replace refrigerators	1465.10	52	37,960.00			
	Replace range hoods	1460.00	26	4,680.00			
	Replace ranges	1465.10	52	18,980.00			
	Replace tubs/faucets	1460.00	26	11,700.00			
	Replace vanity tops/faucets	1460.00	52	9,542.00			
	Replace toilets	1460.00	52	5,200.00			
	Replace shower fixtures	1460.00	26	3,042.00			
	Replace closet doors	1460.00	26	4,590.00			
	Replace entry/storm doors	1460.00	52	13,190.00			
	Replace locks/master key	1460.00	52	13,190.00			
	Upgrade interior lighting	1460.00	26	6,500.00			
	Smoke detectors	1460.00	52	980.00			
	Insulate overhead pipes	1460.00	200 LF	600.00			
	Replace electric heaters	1460.00	26	3,900.00			
	Repair foundation	1460.00	1 bldg	1,250.00			
	Additional egress	1460.00	LS	2,400.00			
	Acces road parking	1450.00	LS	25,830.00			
	Sidewalk repair/curb cuts	1450.00	2800 sq ft	22,300.00			
	Replace floor tile	1460.00	17,775 sq ft	24,890.00			
	Replace exhaust fans	1460.00	26	3,380.00			
	Upgrade HVAC/community room	1470.00	1	5,000.00			

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P038501-02** Replacement Housing Factor Grant No:	**2002**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised	Funds Obligated	Funds Expended
PA 38-02	Upgrade Entrances	1460.00	100		120,000.00	120,000.00	113,339.73
DUNMORE	Upgrade Bathrooms	1460.00	100		95,000.00	95,000.00	80,013.85
	Kitchen Cabinets/Countertops	1460.00	500 LF		50,000.00	50,000.00	45,755.41
	Refrigerators	1465.10					
	Ranges	1465.10					
	Hood Fans	1460.00	10		20,000.00	20,000.00	1,800.00
	Washer/Dryer Hookups	1460.00					
	Replace Toilets	1460.00					
	Replace Vanities	1460.00					
	Replace Bathroom Vinyl	1460.00					
	Tub/Shower Faucets	1460.00					
	Replace Bathroom Lighting	1460.00	100		10,400.00	-	
	Replace Exhaust Fans	1460.00	100		9,130.00	-	
	Replace Shutoff Valves	1460.00					
	Replace Siding/Insulation	1460.00	16.000 SqFt		125,078.50	125,078.50	125,078.50
	Replace Mail Boxes	1460.00	12 units		1,000.00	1,000.00	-
	Replace Soffit/Fascia	1460.00	2200 LF		13,190.00	-	
	Entry Locks/Master Key	1460.00	100		30,000.00	9,891.50	
	Replace Furnaces	1460.00	33		85,000.00	85,000.00	70,429.89
	Replace Grills/Diffusers	1460.00					
	Replace Smoke Detectors	1460.00					
	Repair Concrete Floor and Wall	1460.00					
	Sidewalk Repair/Replacement	1450.00					
	Install Area Drains/Grading	1450.00					
	Weather Strip Entry Doors	1460.00					
	Community Bldg	1470.00					
	Upgrade Power Distribution	1450.00	40 panel boxes		50,000.00	50,000.00	40,281.17
	Tenant Assistance	1408.00	LS		1,595.00	1,595.00	1,595.00
PA38-13							
Blakley	Blakley Elevator	1460.00	1 elevator		166,300.00	166,300.00	134,781.72

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P038501-02** Replacement Housing Factor Grant No:	**2002**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised	Funds Obligated	Funds Expended
PA38-03	Install GFI's	1460.00					
Moosic	Replace fan/light in Bathrooms	1460.00					
	Gutters & Downspouts (Mylet)	1460.00	14,600 LF		80,312.10	80,312.10	80,312.10
	Replace Entry Doors/Upgrade Entries	1460.00	30 units		131,632.68	130,672.17	130,672.17
	Replace Hood Fans	1460.00					
	Attic Insulation	1460.00					
	Patch & Repair Units	1460.00	7 units		14,413.43	14,413.43	14,413.43
	Upgrade Power Distribution System	1450.00	7 panel Boxes		8,889.91	8,889.91	8,889.91
	Install Utility Room Lighting	1460.00					
	Replace Outside facutes	1460.00	30		14,203.14	14,203.14	14,203.40
	Replace Roof Framing	1460.00					
	Replace Soffit/Fascia	1460.00					
	HVAC Ducts	1460.00	15 units		12,883.85	12,883.85	12,883.85

Annual Statement / Performance and Evaluation Report

Capital fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part III: Implementation Schedule

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P038501-02** Replacement Housing Factor Grant No:	**2002**

Development Number Namw/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA WIDE:							
MANAGEMENT	6/30/2004			6/30/2006			
IMPROVEMENTS							
ADMINISTRATION	6/30/2004			6/30/2006			
FEES	6/30/2004			6/30/2006			
NON-DWELLING	6/30/2004			6/30/2006			
EQUIPMENT							
PROJECTS:							
PA38-1	6/30/2004			6/30/2006			
PA38-7	6/30/2004			6/30/2006			
PA38-15	6/30/2004			6/30/2006			
CONTINGENCY	6/30/2004			6/30/2006			

ATTACHMENT M: PROGRESS REPORTS FOR CAPITAL FUND PROGRAMS AT DECEMBER 31, 2003

CFP PA26P038501-03 CFP2003

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P03850103** Replacement Housing Factor Grant No:	**2003**

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☑ Revised Annual Statement (revision no. **# 1**)

☐ Performance and Evaluation Report for Program Year Ending **12/31/2003** ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations	150,000.00	150,000.00	-	-
3	1408 Management Improvements	140,000.00	140,000.00	-	-
4	1410 Administration	200,000.00	150,000.00	-	-
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	150,000.00	150,000.00	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	240,230.00	239,730.00	-	-
10	1460 Dwelling Structures	475,118.00	425,618.00	-	-
11	1465.1 Dwelling Equipment - Nonexpendable	71,320.00	71,320.00	-	-
12	1470 Nondwelling Structures	95,000.00	95,000.00	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	5,000.00	-	-
18	1499 Development Activities	-	-	-	-
19	1501 Collaterization or Debt Service	-	-	-	-
20	1502 Contingency	28,846.00	73,846.00	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	$ 1,550,514.00	$ 1,500,514.00	$ -	$ -
22	Amount of line 21 Related to LBP Activities	-	-	-	-
23	Amount of line 21 Related to Section 504 Compliance	-	-	-	-
24	Amount of line 21 Related to Security - Soft Costs	60,000.00	60,000.00	-	-
25	Amount of line 21 Related to Security - Hard Costs	28,500.00	28,500.00	-	-
26	Amount of line 21 Related to Energy Conversation Measures	258,840.00	258,840.00	-	-

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P03850103** Replacement Housing Factor Grant No:	**2003**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised	Funds Obligated	Funds Expended
HA-WIDE	OPERATIONS	1406.00	N/A	150,000.00	150,000.00		
HA-WIDE	MGMT. IMPROVEMENTS						
	Computer Software	1408.00	NA	10,000.00	25,000.00		
	Occupancy Clerk	1408.00	NA	25,000.00	-		
	Automated Rent System	1408.00	NA	25,000.00	25,000.00		
	Designated Hsg. Counseling	1408.00	NA				
	PHAS Technical Assistance	1408.00	NA				
	Resident Activities	1408.00	NA	20,000.00	30,000.00		
	Resident Orientation Training	1408.00	NA	-	-		
	and Manual			-	-		
	Drug and Crime Prevention	1408.00	NA	60,000.00	60,000.00		
	RI Coordinator	1408.00	NA	-	-		
HA-WIDE	ADMINISTRATION						
	Program Administration	1410.00	NA	200,000.00	150,000.00		
HA-WIDE	ON-DEMAND RELOCATION	1495.00	N/A	-	5,000.00		
HA-WIDE	Design Fees	1430.00	NA	150,000.00	150,000.00		
HA-WIDE	CONTINGENCY	1502.00	NA	28,846.00	73,846.00		
HA-WIDE	PHYSICAL IMPROVEMENTS						
	1. Appliance Replacement(8 ref 10 ranges)	1465.10	18	10,000.00	10,000.00		
	2. Equipment Storage Buildings (Sheds)	1470.00	30	30,000.00	30,000.00		
	3. Misc Dwelling construction	1460.00	NA	70,000.00	-		
	a. Upgrade Interior Lighting	1460.00	22 Fixtures		20,500.00		
	b. Asbestos testing/abatement (as needed)	1460.00	LS		10,000.00		
	c. Upgrade Roofing Systems	1460.00	8500 Sq Ft		30,000.00		
	d. Install Chairlifts	1460.00					
	e. Upgrade Sidewalks/curbs	1450.00	1200 Sq Ft		9,500.00		
	f. Termite Treatment	1460.00					

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P03850103** Replacement Housing Factor Grant No:	**2003**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised	Funds Obligated	Funds Expended
PA38-01 Tay	Refrigerators/Ranges(15ref 13 ranges)	1465.10	28	17,520.00	17,520.00		
Roosevelt	Kitchen Cabinets/Countertops	1460.00	120 LF	26,400.00	16,400.00		
	Replace Hood Fans	1460.00	22	4,320.00	4,320.00		
	Vanity Tops	1460.00	8	4,800.00	4,800.00		
	Tub Faucerts/Drains	1460.00	8	3,600.00	3,600.00		
	Medicine Cabinets	1460.00	4	2,424.00	2,424.00		
	Bathroom Vinyl	1460.00	8	3,360.00	3,360.00		
	Bathroom exhaust fans	1460.00	8	3,240.00	3,240.00		
	Interior Lighting	1460.00	8	6,000.00	6,000.00		
	Closet Doors	1460.00	8 units	2,304.00	2,304.00		
	Storm Doors	1460.00	16	12,720.00	12,720.00		
	Floor Tile	1460.00	12,500 SqFt	28,000.00	18,000.00		
	Smoke Detectors	1460.00	22	3,240.00	3,240.00		
	Washer Hook ups	1460.00	8	3,840.00	3,840.00		
	Dryer Hookups	1460.00	8	1,440.00	1,440.00		
	HVAC	1460.00	8	28,800.00	18,800.00		
	Grills Diffusers	1460.00	8	3,600.00	3,600.00		
	End walls at Tubs	1460.00	4	1,200.00	1,200.00		
	Mailboxes	1450.00	8	690.00	690.00		
	House numbers	1450.00	8 units	480.00	480.00		
	Sidewalk Repairs	1450.00	375 SqFt	3,000.00	3,000.00		
	Landscaping	1450.00	3000 SqFt	15,000.00	15,000.00		
	Grading & Seeding	1450.00	1500SqFt	7,500.00	7,500.00		
	Install Area Drain	1450.00	450 LF	2,500.00	2,500.00		
	Exterior Lighting	1450.00	12 bldgs	22,000.00	22,000.00		
	Curb valves	1450.00	8	4,800.00	4,800.00		
	Main Shut-off valves	1450.00	12	3,000.00	3,000.00		
	Additional Parking	1450.00	2800 SqFt	16,000.00	16,000.00		

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P03850103** Replacement Housing Factor Grant No:	**2003**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised	Funds Obligated	Funds Expended
PA38-04	Replace Sidewalks	1450.00	315 SqFt	2,500.00	2,500.00		
OLYPHANT	Blacktop Sidewalks	1450.00	750 SqFt	750.00	750.00		
	Grading/Topsoil/Seeding	1450.00	4500 Sq Ft	20,112.00	20,112.00		
	Chain Link Fence	1450.00	500 LF	6,500.00	6,500.00		
PA38-06	Replace Closet Doors	1460.00	60 units	32,400.00	32,400.00		
Archbald	Replace Downspouts	1460.00	1525 LF	8,400.00	8,400.00		
	New Roof Over Patios	1460.00	8400 SqFt	21,000.00	21,000.00		
	Replace Breezeways	1460.00	1200 SqFt	28,000.00	28,000.00		
	Grading/Topsoil/Seeding	1450.00	2250 SQ Ft	10,098.00	10,098.00		
	Replace Sidewalks	1450.00	1800 SqFt	14,400.00	14,400.00		
	Landscaping	1450.00	7775 SqFt	35,000.00	35,000.00		
	Kitchen cabinets/countertops	1460.00	720 LF	72,000.00	72,000.00		
	Replace Refrigerators/ranges (40 Ref 55 Ranges)	1465.10	95	43,800.00	43,800.00		
	Replace Hood Fans	1460.00	55	10,800.00	10,800.00		
	Replace Interior Doors	1460.00	60 units	23,230.00	23,230.00		
PA38-14	Pave Parking	1450.00	900 SqFt	5,000.00	5,000.00		
South	Upgrade Emergency Lighting & Bldg Systems	1470.00	5 bldgs	25,000.00	25,000.00		
Abington	Upgrade comm Kitchen/lgts/fixt	1470.00	1	20,000.00	20,000.00		
	AC Community Building	1470.00	1	20,000.00	20,000.00		
	Upgrade Panel Distrib Sys	1450.00	1	50,000.00	40,000.00		
	Upgrade cable/phone	1460.00	5 bldgs	10,000.00	10,000.00		
	Upgrade Sinks/Toilets	1460.00	60 Fixtures	36,000.00	31,000.00		
	Replace HW Heaters/Theormostats	1460.00	30 units	24,000.00	19,000.00		
	Site Furniture (10 benches &10 Tables)	1450.00	LS	10,000.00	10,000.00		
	Repair Replace Sidewalks	1450.00	450 SqFt	3,600.00	3,600.00		
	Grading/Topsoil/Seeding	1450.00	100 SqFt	4,500.00	4,500.00		
	Remove Existing Steps 1 Bldg	1450.00	28 risers	2,800.00	2,800.00		

Annual Statement / Performance and Evaluation Report

Capital fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part III: Implementation Schedule

PHA Name:	Grant Type and Number		Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No:	**PA26P03850103**	**2003**
	Replacement Housing Factor Grant No:		

Development Number Namw/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA WIDE:							
MANAGEMENT	9/16/2005			9/16/2007			
IMPROVEMENTS							
ADMINISTRATION	9/16/2005			9/16/2007			
FEES	9/16/2005			9/16/2007			
NON-DWELLING	9/16/2005			9/16/2007			
EQUIPMENT							
PROJECTS:							
PA38-02	9/16/2005			9/16/2007			
PA38-6	9/16/2005			9/16/2007			
PA38-20	9/16/2005			9/16/2007			
PA38-22	9/16/2005			9/16/2007			
PA38-24	9/16/2005			9/16/2007			
CONTINGENCY	9/16/2005			9/16/2007			

Attachment N

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

PHA Name:	Grant Type and Number		Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No:	**PA26P038501-04**	**2004**
	Replacement Housing Factor Grant No:		

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☑ Revised Annual Statement (revision no. **# 1**)

☑ Performance and Evaluation Report for Program Year Ending **12/31/2004** ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations	150,000.00	150,000.00	-	-
3	1408 Management Improvements	140,000.00	140,000.00	-	-
4	1410 Administration	150,000.00	150,000.00	-	-
5	1411 Audit	-	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	175,000.00	175,000.00	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	89,500.00	39,500.00	-	-
10	1460 Dwelling Structures	500,764.00	917,766.49	87,736.49	87,736.49
11	1465.1 Dwelling Equipment - Nonexpendable	10,000.00	75,000.00	-	-
12	1470 Nondwelling Structures	-	825.00	825.00	825.00
13	1475 Nondwelling Equipment	30,000.00	30,000.00	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	-	-	-	-
19	1501 Collaterization or Debt Service	430,000.00	-	-	-
20	1502 Contingency	80,610.00	77,782.51	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	$ 1,755,874.00	$ 1,755,874.00	$ 88,561.49	$ 88,561.49
22	Amount of line 21 Related to LBP Activities	-	-	-	-
23	Amount of line 21 Related to Section 504 Compliance	15,000.00	15,000.00	-	-
24	Amount of line 21 Related to Security - Soft Costs	60,000.00	60,000.00	-	-
25	Amount of line 21 Related to Security - Hard Costs	-	-	-	-
26	Amount of line 21 Related to Energy Conversation Measures	98,000.00	446,609.00	-	-

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

PHA Name:		Grant Type and Number				Federal FY of Grant:		
Housing Authority of the County of Lackawanna		Capital Fund Program Grant No: **PA26P038501-04**				**2004**		
		Replacement Housing Factor Grant N						
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	
HA-WIDE	MGMT. IMPROVEMENTS							
	Computer Software	1408.00	NA	25,000.00	25,000.00			Planning
	Occupancy Clerk	1408.00	NA	-	-			
	Automated Rent Collection	1408.00	NA	25,000.00	25,000.00			Planning
	Resident Activities	1408.00	NA	30,000.00	30,000.00			Planning
	Drug and Crime Prevention	1408.00	NA	60,000.00	60,000.00			Planning
HA-WIDE	Operations	1406.00		150,000.00	150,000.00			
						-	-	
HA-WIDE	PROGRAM ADMINISTRATION	1410.00	NA	150,000.00	150,000.00			Planning
HA-WIDE	DESIGN FEES	1430.00	NA	175,000.00	175,000.00			Planning
HA-WIDE	CONTINGENCY	1502.00	NA	80,610.00	77,782.51			Planning
HA-WIDE	CFP Subsidized Bond Service	1501.00	NA	430,000.00	-			
HA-WIDE	PHYSICAL IMPROVEMENTS							
	Appliance replacement	1465.10	150	10,000.00	75,000.00			Planning
	Upgrade Water, Sanitary systems	1450.00	300 LF	30,000.00	30,000.00			Planning
	Vehicle for Landscaping equipment	1475.00	1	30,000.00	30,000.00			Planning
	Misc Dwelling Construction							
	1. Upgrade Interior Lighting	1460.00	10 units	9,000.00	9,000.00			Planning
	2. Upgrade Roofing systems	1460.00	9000 Sq Ft	22,500.00	22,500.00			Planning
	3.Upgrade heating systems (furnace)	1460.00	10	9,000.00	9,000.00			Planning

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No: **PA26P038501-04** Replacement Housing Factor Grant N	**2004**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-WIDE	4. ADA Accomidations	1460.00	LS	15,000.00	15,000.00			Planning
	5. Sidewalks & Curbs	1450.00	1200 SqFt	9,500.00	9,500.00			Planning
	6. Enviornmental Hazard Abate.	1460.00	LS	5,000.00	5,000.00			Planning
PA38-05								
Fell Twp	Balance to complete Kitchens from CFP 2000	1460.00	LS	-	7,424.39	7,424.39	7,424.39	Trf from CFP 2000
PA38-09	Upgrade Electricial Systems(13wall packs 12 lights	1450.00	25 fixtures	25,000.00	-			Trf to CFP 2007
Jessup	Upgrade Water, Sanitary systems	1450.00	150 LF	15,000.00	-			Trf to CFP 2007
	Curb Valves	1450.00	16	10,000.00	-			Trf to CFP 2007
	Shingled, edging, flashing, etc	1460.00	64800 SqF	163,504.00	-			Trf to CFP 2007
	Porch Roof Repairs	1460.00	3650 SqFt	6,400.00	-			Trf to CFP 2007
	Gutters & Downspouts	1460.00	2700 LF	15,000.00	-			Trf to CFP 2007
	Floor Finish	1460.00	9800 sq ft	89,356.00	-			Trf to CFP 2007
	Interior & Closet Doors	1460.00	77 doors	82,404.00	-			Trf to CFP 2007
	Electricial Panel Upgrade	1460.00	17 units	83,600.00	-			Trf to CFP 2007
PA38-22								
Dunmore	Upgrade Bathrooms	1460.00	50 Units	-	272,119.00			In design
	Upgrade Common Areas and Hallways	1460.00	5 Floors	-	144,589.00			In design
	Air Condition Building	1460.00	LS		301,109.00			In design
	Install new closet doors	1460.00	260 doors		51,713.00			In design
								In design
PA38-03								
Moosic	Gutters & Downspouts	1460.00	14,600 Lin Ft	-	80,312.10	80,312.10	80,312.10	Trf from CFP 2003
HA-WIDE	Non Dwelling Structures & Equipment	1470.00	LS	-	825.00	825.00	825.00	Trf from CFP 2002

Annual Statement / Performance and Evaluation Report

Capital fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part III: Implementation Schedule

PHA Name:	Grant Type and Number		Federal FY of Grant:
Housing Authority of the County of Lackawanna	Capital Fund Program Grant No:	**PA26P038501-04**	**2004**
	Replacement Housing Factor Grant No:		

Development Number Namw/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA WIDE:							
MANAGEMENT	09/13/06			09/13/08			
IMPROVEMENTS							
ADMINISTRATION	09/13/06			09/13/08			
FEES	09/13/06			09/13/08			
NON-DWELLING	09/13/06			09/13/08			
EQUIPMENT							
PROJECTS:							
PA38-1	09/13/06			09/13/08			
PA38-7	09/13/06			09/13/08			
PA38-15	09/13/06			09/13/08			
PA38-22	09/13/06			09/13/08			
CONTINGENCY	09/13/06			09/13/08			

Attachment O – Component 3 (6) Deconcentration and Income Mixing

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

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

If yes, list these developments as follows:

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)]**

SECTION 8 ADMINISTRATIVE PLAN TABLE OF CONTENTS

STATEMENT OF POLICIES, OBJECTIVES AND PROGRAM ORGANIZATION 1

PURPOSE OF THE PLAN: 1

1.0 EQUAL OPPORTUNITY 1

1.1 FAIR HOUSING 1

1.2 REASONABLE ACCOMMODATION 2

1.3 COMMUNICATION 2

1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION 3

1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS 4

1.6 FAMILY/OWNER OUTREACH 4

1.7 RIGHT TO PRIVACY 5

1.8 REQUIRED POSTINGS 5

1.9 RULES AND REGULATIONS 5

1.10 LEGAL JURISDICTION 6

2.0 LACKAWANNA HOUSING/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY 6

2.1 LACKAWANNA HOUSING RESPONSIBILITIES 6

2.2 OWNER RESPONSIBILITY 8

2.3 OBLIGATIONS OF THE PARTICIPANT 9

3.0 ELIGIBILITY FOR ADMISSION 12

3.1 INTRODUCTION 12

3.2 ELIGIBILITY CRITERIA 13

4.0 MANAGING THE WAITING LIST 18

4.1 OPENING AND CLOSING THE WAITING LIST 18

4.2 TAKING APPLICATIONS 18

4.3 ORGANIZATION OF THE WAITING LIST 20

4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST 20

4.5 MISSED APPOINTMENTS 20

4.6 PURGING THE WAITING LIST 21

4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST 21

4.8 GROUNDS FOR DENIAL 21

4.9 NOTIFICATION OF NEGATIVE ACTIONS 24

4.10 INFORMAL REVIEW 24

5.0 SELECTING FAMILIES FROM THE WAITING LIST 24
5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS 24
5.2 PREFERENCES 25
5.3 SELECTION FROM THE WAITING LIST 25
6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS) 25
6.1 BRIEFING 27
6.2 PACKET 28
6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY 29
6.4 TERM OF THE VOUCHER 30
6.5 APPROVAL TO LEASE A UNIT 31
6.6 LACKAWANNA HOUSING DISAPPROVAL OF OWNER 32
6.7 INELIGIBLE/ELIGIBLE HOUSING 33
6.8 SECURITY DEPOSIT 35
7.0 MOVES WITH CONTINUED ASSISTANCE 36
7.1 WHEN A FAMILY MAY MOVE 36
7.2 PROCEDURES REGARDING FAMILY MOVES 36
8.0 PORTABILITY 37
8.1 GENERAL POLICIES OF LACKAWANNA HOUSING 37
8.2 INCOME ELIGIBILITY 38
8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY 38
8.4 PORTABILITY PROCEDURES 39
9.0 DETERMINATION OF FAMILY INCOME 43
9.1 INCOME, EXCLUSIONS AND DEDUCTIONS FROM INCOME 43
9.2 INCOME 43
9.3 EXCLUSIONS FROM INCOME 48
9.4 DEDUCTIONS FROM ANNUAL INCOME 52
9.5 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME 53
9.6 COOPERATING WITH WELFARE AGENCIES 54
9.7 COOPERATING WITH LAW ENFORCEMENT AGENCIES 54
10.0 VERIFICATION 55
10.1 ACCEPTABLE METHODS OF VERIFICATION 55
10.2 TYPES OF VERIFICATION 58
10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS 63
10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS 64

10.5 TIMING OF VERIFICATION 65
10.6 FREQUENCY OF OBTAINING VERIFICATION 65
11.0 RENT AND HOUSING ASSISTANCE PAYMENT 65
11.1 GENERAL 65
11.2 RENT REASONABLENESS 66
11.3 COMPARABILITY 66
11.4 MAXIMUM SUBSIDY 66
11.4.1 SETTING THE PAYMENT STANDARD 67
11.4.2 SELECTING THE CORRECT PAYMENT STANDARD FOR A FAMILY 68
11.4.3 AREA EXCEPTION RENTS 68
11.5 ASSISTANCE AND RENT FORMULAS 69
11.6 UTILITY ALLOWANCE 72
11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT 73
11.8 CHANGE OF OWNERSHIP 74
12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS74
12.1 TYPES OF INSPECTIONS 75
12.2 OWNER AND FAMILY RESPONSIBILITY 75
12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401 77
12.4 LEAD-BASED PAINT REQUIREMENTS AND RESPONSIBILITIES 83
12.5 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA 91
12.6 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS 91
12.7 EMERGENCY FAIL ITEMS 93
12.8 ABATEMENT 93
13.0 [RESERVED] 94
14.0 RECERTIFICATION 94
14.0.1 CHANGES IN LEASE OR RENT 94
14.1 ANNUAL REEXAMINATION 95
14.1.1 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS 95
14.1.2 MISSED APPOINTMENTS 95
14.2 INTERIM REEXAMINATIONS 96
14.2.1 SPECIAL REEXAMINATIONS 97
14.2.2 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS 97
14.3 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT 98
15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY LACKAWANNA HOUSING 98

16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS 101

16.1 COMPLAINTS 101

16.2 INFORMAL REVIEW FOR THE APPLICANT 101

16.3 INFORMAL HEARINGS FOR PARTICIPANTS 103

17.0 TERMINATION OF THE LEASE AND CONTRACT 108

18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE 113

19.0 INTELLECTUAL PROPERTY RIGHTS 113

20.0 LACKAWANNA HOUSING OWNED HOUSING 113

21.0 QUALITY CONTROL OF SECTION 8 PROGRAM 114

22. HOMEOWNERSHIP OPTION 115

22.1 PURPOSE 115

22.2 FAMILY PARTICIPATION REQUIREMENTS 115

22.3 FAMILY ELIGIBILITY REQUIREMENTS 116

22.4 ELIGIBLE UNITS 118

22.5 SEARCHING FOR A NEW HOME 119

22.6 HOMEOWNERSHIP COUNSELING 119

22.7 HOME INSPECTIONS 120

22.8 CONTRACT OF SALE 121

22.9 FINANCING THE PURCHASE OF THE HOME 121

22.10 REQUIREMENTS FOR CONTINUING ASSISTANCE 122

22.11 MAX IMUM TERM OF HOMEOWNERSHIP ASSISTANCE 124

22.12 AMOUNT AND DISTRIBUTION OF HOMEOWNERSHIP ASSISTANCE 125

22.13 HOMEOWNERSHIP PORTABILITY 127

22.14 MOVING WITH CONTINUED TENANT-BASED ASSISTANCE 128

22.15 DENIAL OR TERMINATION OF ASSISTANCE FOR FAMILIES 129

23.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS 130

23.1 PURPOSE 130

23.2 CONFLICT OF INTEREST 130

23.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS 131

23.4 AGENCY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THE HOUSING AUTHORITY CODE OF CONDUCT 131

24.0 SUPPORT FOR OUR ARMED FORCES 131

25.0 ANTI-FRAUD POLICY 132

26.0 PROJECT-BASING HOUSING VOUCHERS 132

26.1 SELECTION OF PROPERTIES TO PROJECT-BASE 133

26.2 OPERATION OF PROJECT-BASED PROPERTIES 133

27.0 HOUSING CONVERSION ACTIONS (ENHANCED AND REGULAR HOUSING CHOICE VOUCHERS) 142

27.1 TENANT-BASED ISSUES FOR HOUSING CONVERISON ACTIONS 143

27.2 PRESERVATION PREPAYMENTS 147

27.3 OWNER OPT-OUTS 159

27.4 HUD ENFORCEMENT ACTIONS 169

27.5 HUD PROPERTY DISPOSITION 170

GLOSSARY 171

SECTION 8 ADMINISTRATIVE PLAN

STATEMENT OF POLICIES, OBJECTIVES AND PROGRAM ORGANIZATION

PURPOSE OF THE PLAN:

The Administrative Plan for Lackawanna Housing's Section 8 Program is designed to achieve five major objectives:

A. To provide improved living conditions for very low-income families while maintaining their rent payments at an affordable level.

B. To provide decent, safe and sanitary housing for eligible participants.

C. To promote freedom of housing choice and spatial deconcentration of lower income and minority families.

D. To provide an incentive to private property owners to rent to lower income families by offering timely rental assistance payments.

E. To promote the economic self-sufficiency of participating families.

The purpose of the Administrative Plan is to establish policies for items that are not covered under Federal regulation for rental voucher program.

The Plan covers both admission and continued participation in these programs. Policies are the same for both programs, unless otherwise noted.

Changes to the Plan will be approved by the Board of Commissioners of the Authority and the Department of Housing and Urban Development (HUD).

The Authority is responsible for complying with all subsequent changes in HUD regulations concerning these programs. <u>If such changes conflict with this Plan, HUD regulation will have precedence</u>.

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of Lackawanna Housing to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under Lackawanna Housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, Lackawanna Housing will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at Lackawanna Housing office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

Lackawanna Housing will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. Lackawanna Housing will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

1.2 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of Lackawanna Housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines Lackawanna Housing will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, Lackawanna Housing will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

1.3 COMMUNICATION

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests will be in writing.

1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

A. Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

> A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, Lackawanna Housing will obtain verification that the person is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, Lackawanna Housing will obtain documentation that the requested accommodation is needed due to the disability. Lackawanna Housing will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? Lackawanna Housing's business is housing. If the request would alter the fundamental business that Lackawanna Housing conducts, that would not be reasonable. For instance, Lackawanna Housing would deny a request to have Lackawanna Housing do grocery shopping for the person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, Lackawanna Housing may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, Lackawanna Housing retains the right to be shown how the requested accommodation enables the individual to access or use Lackawanna Housing's programs or services.

If more than one accommodation is equally effective in providing access to Lackawanna

Housing's programs and services, Lackawanna Housing retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests will be borne by Lackawanna Housing if there is no one else willing to pay for the modifications. If another party pays for the modification, Lackawanna Housing will seek to have the same entity pay for any restoration costs.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Agency does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

Lackawanna Housing will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families.

1.6 FAMILY/OWNER OUTREACH

Lackawanna Housing will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons, who cannot or do not read newspapers, Lackawanna Housing will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. Lackawanna Housing will also try to utilize public service announcements.

Lackawanna Housing will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

Lackawanna Housing will hold telephone briefings for owners who participate in or who are seeking information about the Section 8 Program. The briefing is intended to:

A. Explain how the program works;

B. Explain how the program benefits owners;

C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways Lackawanna Housing helps owners do better screening; and

D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Lackawanna Housing staff.

Lackawanna Housing will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

1.7 RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice.* The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

1.8 REQUIRED POSTINGS

Lackawanna Housing will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

A. The Section 8 Administrative Plan

B. Notice of the status of the waiting list (opened or closed)

C. Address of all Lackawanna Housing offices, office hours, telephone numbers, TDD numbers, and hours of operation

D. Income Limits for Admission

E. Informal Review and Informal Hearing Procedures

F. Fair Housing Poster

G. Equal Opportunity in Employment Poster

1.9 RULES AND REGULATIONS

All issues not addressed in this Administrative Plan, related to applicants and participants are governed by HUD Handbooks 7420.3 and 7420.7, applicable federal statutes, regulations, HUD memos, notices, guidelines or other applicable governing documentation.

1.10 LEGAL JURISDICTION

The Authority's legal area of operation is the County of Lackawanna, excluding the City of Scranton and the City of Carbondale.

When a participating family exercises its right to statutory and/or regulatory portability the jurisdiction of the Authority's Section 8 program will be expanded based on the specific circumstances governing the move.

2.0 LACKAWANNA HOUSING/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of Lackawanna Housing, the Section 8 Owners/Landlords, and the participating families.

2.1 LACKAWANNA HOUSING RESPONSIBILITIES

A. Lackawanna Housing will comply with the consolidated ACC, the application, HUD regulations and other requirements, and Lackawanna Housing Section 8 Administrative Plan.

B. In administering the program, Lackawanna Housing must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;

2. Explain the program to owners and families;

3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;

4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

5. Affirmatively further fair housing goals and comply with equal opportunity requirements;

6. Make efforts to help disabled persons find satisfactory housing;

7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;

8. Determine who can live in the assisted unit at admission and during the family's participation in the program;

9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;

10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;

12. Determine the amount of the housing assistance payment for a family;

13. Determine the maximum rent to the owner and whether the rent is reasonable;

14. Make timely housing assistance payments to an owner in accordance with the HAP contract;

15. Examine family income, size and composition at admission and at least annually during the family's participation in the program. The examination includes verification of income and other family information;

16. Establish and adjust Lackawanna Housing utility allowance;

17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by Lackawanna Housing, if the owner defaults (e.g., HQS violation);

18. Determine whether to terminate assistance to a participant family for violation of family obligations;

19. Conduct informal reviews of certain Lackawanna Housing decisions concerning applicants for participation in the program;

20. Conduct informal hearings on certain Lackawanna Housing decisions concerning participant families;

21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

2.2 OWNER RESPONSIBILITY

A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.

B. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit (screening the tenant).

2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.

3. Complying with equal opportunity requirements.

4. Complying with the Housing Assistance Program Contract (HAP).

5. Preparing and furnishing to Lackawanna Housing information required under the HAP contract.

6. Collecting from the family:

   a. Any security deposit required under the lease.

   b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.

   c. Any charges for unit damage by the family.

7. Entering into a lease and enforcing tenant obligations under the lease.

8. Including in the lease a clause that provides that engaging in drug-related criminal activity on or near the premises by the tenant, household member, guest, or any other person under the tenant's control is grounds for the owner to terminate tenancy. In addition, the lease must also provide that the owner may evict a family when the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment

of the premises by other residents.

9. Paying for utilities and services (unless paid by the family under the lease.)

C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

D. The owner is responsible for notifying Lackawanna Housing sixty (60) calendar days prior to any rent increase.

2.3 OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the program.

A. Supplying required information.

1. The family must supply any information that Lackawanna Housing or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by Lackawanna Housing or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4. All information supplied by the family must be true and complete.

B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing Lackawanna Housing Inspection

The family must allow Lackawanna Housing to inspect the unit at reasonable times and after at least 2 calendar days notice according to state law.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must notify Lackawanna Housing and the owner before the family moves out of the unit or terminates the lease by a notice to the owner with a minimum of a 30 day notice.

F. Owner Eviction Notice

The family must promptly give Lackawanna Housing a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.

2. Lackawanna Housing must approve the composition of the assisted family residing in the unit. The family must inform Lackawanna Housing within 10 calendar days of the birth, adoption or court-awarded custody of a child. The family must request approval from Lackawanna Housing to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must notify Lackawanna Housing within 10 calendar days if any family member no longer resides in the unit.

4. If Lackawanna Housing has given approval, a foster child/foster adult or a live-in aide may reside in the unit. Lackawanna Housing has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when Lackawanna Housing consent may be given or denied.

5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with the lease, zoning requirements and the affected household member must obtain all appropriate licenses.

6. The family must not sublease or let the unit.

7. The family must not assign the lease or transfer the unit.

H. Visitors

Visitors will be allowed to stay for up to 14 days in a typical lease. If the person is a visitor and does not intend to become a "permanent" member of the family, the Agencydoes not have to consider this a change in family composition. The family must report any visitors who will be staying in the unit for more than 48 hours.

If an adult "visitor" stays in the unit for more than 30 days per year, they will be considered a member of the household. Minors may visit for up to 90 days per year without being considered a member of the household as long as they have written permission of the owner/manager to stay longer than 30 days and the head of household still claims them as temporary members.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 150 days per year without being considered a member of the household as long as they have written permission of the owner/manager to stay longer than 30 days.

In addition, in a joint custody arrangement, the minor will be considered to be an eligible visitor and not a family member.

I. Absence from the Unit

The family must supply any information or certification requested by Lackawanna Housing to verify that the family is living in the unit, or relating to family absence from the unit, including any Lackawanna Housing requested information or certification on the purposes of family absences. The family must cooperate with Lackawanna Housing for this purpose. The family must promptly notify Lackawanna Housing of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 calendar days. The family must request permission from Lackawanna Housing for absences exceeding 30 calendar days. Lackawanna Housing will make a determination within 5 business days of the request. An authorized absence may not exceed 180 calendar days. Any family absent for more than 30 calendar days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization

2. Absences beyond the control of the family (i.e., death in the family, other family member illness)

3. Other absences that are deemed necessary by Lackawanna Housing

J. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space or people using a housing choice voucher to purchase a home).

K. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

L. Crime by Household Members

The members of the household may not engage in drug-related criminal activity or other violent criminal activity or other criminal activity that threatens the health safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises..

M. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

N. Alcohol and/or Drug Abuse By Household Members

The members of the household must not abuse alcohol and/or drugs in a way that threatens the health, safety or right to peaceful enjoyment of other residents and/or persons residing in the immediate vicinity of the premises.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet Lackawanna Housing screening criteria in order to be admitted to the Section 8 Program.

3.2 ELIGIBILITY CRITERIA

A. Family status.

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.

    a. Children temporarily absent from the home due to placement in foster care are considered family members.

    b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

2. An **elderly family**, which is:

    a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

    b. Two or more persons who are at least 62 years of age living together; or

    c. One or more persons who are at least 62 years of age living with one or more live-in aides

3. A **near elderly family**, which is:

    a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;

    b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or

    c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

4. A **disabled family**, which is:

   a. A family whose head, spouse, or sole member is a person with disabilities;

   b. Two or more persons with disabilities living together; or

   c. One or more persons with disabilities living with one or more live-in aides.

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

6. A **remaining member of a tenant family** is a family member of an assisted family who remains in the unit when other family members have left the unit.

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

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:

   a. An extremely low-income or a very low-income family;

   b. A low-income family continuously assisted under the 1937 Housing Act, including families relocated from public housing for the convenience of the agency (continuously assisted families are not counted against the income targeting requirements);

   c. A low-income family that meets additional eligibility criteria specified by the Housing Agency specified in this Administrative Plan and that is consistent with the agency's Annual Plan and its jurisdiction's Consolidated Plan;

   d. A low-income family that is a nonpurchasing resident in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;

e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.

2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.

3. The applicable income limit for issuance of a housing choice voucher is the highest income limit for the family size for areas within the Housing Agency's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

4. Families who are moving into Lackawanna Housing's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they are initially assisted under the program.

5. Families who are moving into Lackawanna Housing's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for Lackawanna Housing program.

6. Income limit restrictions do not apply to families transferring units within Lackawanna Housing Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible for a housing choice voucher at least one member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam. (Nov 3, 2002).

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the

exception noted below.

2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5(F) for calculating rents under the non-citizen rule).

3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one. Adults must certify for minors.

E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:

a. A provision authorizing HUD and Lackawanna Housing to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

b. A provision authorizing HUD or Lackawanna Housing to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;

c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;

d. A statement allowing Lackawanna Housing permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and

e. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the

consent form is signed.

F. Suitability for tenancy. Lackawanna Housing determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. Lackawanna Housing will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, Lackawanna Housing may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after each adult household member has signed a consent form designed by Lackawanna Housing. The information received as a result of the criminal background check shall be used solely for screening purposes. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the Agency's action has expired without a challenge or final disposition of any litigation has occurred.

Lackawanna Housing will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender. Lackawanna Housing will check with our state registry and if the applicant has resided in another State(s), with that State(s)'s list.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, Lackawanna Housing will provide to the owner the name, address, and phone number of the applicant's current landlord and any previous landlords that are known to the agency.

In addition, if an owner submits a request to Lackawanna Housing for criminal records concerning an adult member of an applicant or resident household, signed consent forms, and the owner's standards for prohibiting admission, Lackawanna Housing must request the criminal conviction records from the appropriate law enforcement agency or agencies, as determined by the Agency. If Lackawanna Housing receives criminal conviction records requested by an owner, Lackawanna must determine whether criminal action by a household member, as shown by such criminal conviction records, may be a basis for applicant screening, lease

enforcement or eviction, as applicable in accordance with HUD regulations and the owner's criteria. Lackawanna must notify the owner whether the Agency has received criminal conviction records concerning the household member, and of its determination whether such criminal conviction records may be a basis for applicant screening, lease enforcement or eviction. However, the PHA must not disclose the household member's criminal conviction record or the content of that record to the owner, but merely the fact of whether or not they comply with HUD regulations and the owner's criteria. Lackawanna will charge owners a fee of **$125.00** for this service.

The same service shall be available to owners of federally assisted housing in their attempt to determine if an applicant is on the state sex offender list upon the request of the owner. Once again, the information itself will not be disclosed to the owner; Lackawanna Housing will merely apply the criteria the owner establishes. The fee for this service shall be **$125.00**.

4.0 MANAGING THE WAITING LIST

4.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

4.2 TAKING APPLICATIONS

Families wishing to apply for any of Lackawanna Housing programs must complete the application process described in this Section.

Generally, applications will be taken at the Authority's office located at 2019 West Pine Street in Dunmore.

Applications may be made in person at the Authority's office at any time during normal business hours from 8:00 a.m. to 4:00 p.m.

Individuals who have a physical impairment which would prevent them from making application in person may call the Section 8 Coordinator to make special arrangements to complete their application.

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in Lackawanna Housing jurisdiction, Lackawanna Housing may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants. Lackawanna Housing will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

The completed application will indicate the date and time it was submitted.

Persons with disabilities who require a reasonable accommodation in completing an application may call Lackawanna Housing to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (800) 545-1833.

The application process will involve two phases. The first phase is the full-application and preliminary interview. The preliminary interview requires the family to provide photo identification, limited basic information including name, address, phone number, family composition and family unit size, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list if deemed apparently eligible.

Upon receipt of the families full-application, Lackawanna Housing will make a preliminary eligibility determination and advise the applicant at the end of the interview of their eligibility status. If they are ineligible they will be informed in writing of the reasons for their ineligibility and also informed of the opportunity for an informal review of this determination

An applicant is encouraged to report changes in their applicant status including changes in family composition, income, or preference factors. Lackawanna Housing will annotate the applicant's file and will update their place on the waiting list.

The second phase is the final determination of eligibility, referred to as the formal interview. The full application takes place when the family nears the top of the waiting list. Lackawanna Housing will ensure that verification of all preferences, eligibility, suitability selection factors

are current in order to determine the family's final eligibility for admission into the Section 8 Program.

4.3 ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained in accordance with the following guidelines:

A. The application will be a permanent file;

B. All applications will be maintained in order of preference and then in order of date and time of application;

C. Any significant contact between Lackawanna Housing and the applicant will be documented in the applicant file.

All files (applicant or participant) shall be retained for three years from the date the file is closed, whether this is due to the surrender of a housing choice voucher or the removal of a person from the waiting list, whichever is later.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be nearing the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. Annual income must be verified within 60 calendar days of the issuance of a housing choice voucher. If the family no longer qualifies to be at the top of the list, the family's name will be returned to the appropriate spot on the waiting list. Lackawanna Housing must notify the family in writing of this determination, and give the family the opportunity for an informal review.

4.5 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

Lackawanna Housing will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, Lackawanna Housing will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

4.6 PURGING THE WAITING LIST

Lackawanna Housing will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Agency to update the information regarding address, family composition, income category and preferences.

The purge shall consist of Lackawanna Housing mailing via first class mail a form to be completed by the person on the waiting list and returned to the agency within a specified number of calendar days. If the envelope is returned as undeliverable or if no response is received from the applicant within the specified time frame, the applicant shall be stricken from the waiting list. If the envelope is returned with a forwarding address on it, the agency shall mail the form to the new address, with a new deadline for response.

4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST

Lackawanna Housing will not remove an applicant's name from the waiting list unless:

A. The applicant requests that the name be removed;

B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments;

C. The applicant does not meet either the eligibility or screening criteria for the program; or

D. The applicant has been issued a Housing Choice Voucher.

The reason for removal from the waiting list shall be carefully documented in the applicant's file and retained for three years from the date the file is closed.

4.8 GROUNDS FOR DENIAL

Lackawanna Housing will deny assistance to applicants who:

A. Do not meet any one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process;

C. Fail to respond to a written request for information or a request to declare their continued interest in the program;

D. Fail to complete any aspect of the application or lease-up process;

E. Have a family member who was evicted from federally assisted housing within the past five years because of drug-related criminal activity. The five year limit is based on the date of such eviction, not the date the crime was committed.

However, Lackawanna Housing may admit the household if the PHA determines:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by Lackawanna Housing; or

2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).

F. Have a household member who is currently engaging in illegal use of a drug;

G. Have a household member whose illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

H. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;

I. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;

J. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;

L. Have a household member who is currently engaged in, or has engaged in the following during the last five years before the projected date of admission and has not completed their sentence including but not limited to paying all fines, court costs, completed probation and/or court supervision, etc. To be eligible, the household members crime has to have been discharged by the Court:

1. Drug-related criminal activity;

2. Violent criminal activity;

3. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or

4. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of Lackawanna Housing (including a Lackawanna Housing employee or a Lackawanna Housing contractor, subcontractor or agent).

For purposes of this section, a household member is "currently engaged in" criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.

M. Have a family member who violated any family obligations under previous participation in the program;

N. Have a family member who has been evicted from federally assisted housing in the last five years;

O. Have a family member that Lackawanna Housing ever terminated assistance for under the program;

P. Have a family member who has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

Q. Currently owes rent or other amounts to Lackawanna Housing or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act;

R. Have not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;

S. Have breached an agreement with Lackawanna Housing to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority;

T. Have engaged in or threatened abusive or violent behavior towards any Lackawanna Housing staff member or resident;

U. If a welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.

If Lackawanna Housing proposes to deny admission to Lackawanna Housing's Housing Choice Voucher program on the basis of a criminal record, Lackawanna Housing will provide the person with the criminal record (i.e., the family member) and the applicant head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in the procedures for the Informal Review Process for Applicants. The applicant will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing. If Lackawanna Housing does not receive the dispute within the allotted time, the applicant will be denied.

4.9 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by Lackawanna Housing, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review in writing. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. Lackawanna Housing's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, Lackawanna Housing will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, Lackawanna Housing will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

4.10 INFORMAL REVIEW

If Lackawanna Housing determines that an applicant does not meet the criteria for receiving Section 8 assistance, Lackawanna Housing will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. Lackawanna Housing will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The Housing Agency may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, Lackawanna Housing will use the assistance for those families. If this occurs, Lackawanna Housing will maintain records demonstrating that these targeted housing choice vouchers were used appropriately. When one of these targeted vouchers turns over, the voucher shall be issued to applicants with the same specific characteristic as the targeted program describes.

5.2 PREFERENCES

Eligible applicants that complete the pre-application process described in Section 4 are entitled to be placed on the Section 8 waiting list. Lackawanna Housing does not utilize preferences.

5.3 SELECTION FROM THE WAITING LIST

The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

Not withstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, Lackawanna Housing retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Agency will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

Lackawanna Housing will issue a housing choice voucher for a particular bedroom size. The bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons

	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

In determining bedroom size, Lackawanna Housing will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

A. Children of the same sex will share a bedroom.

B. Children of the opposite sex will not be required to share a bedroom.

C. Persons of different generations will not be required to share a bedroom.

D. Foster adults and children will not be required to share a bedroom with family members.

E. Live-in aides will get a separate bedroom.

F. Children who are subject to a joint custody agreement but live in the unit 50% of the time will be considered members of the household. 50% of the time is defined as 183 days of the year, which do not have to run consecutively.

Lackawanna Housing will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a disability or a medical reason why the larger size is necessary.

The family unit size will be determined by Lackawanna Housing in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family

selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

6.1 BRIEFING

When Lackawanna Housing selects a family from the waiting list, the family will be sent a letter requiring them to attend a briefing explaining how the program works. In order to receive a housing choice voucher all of the adult members of the family are required to attend the briefing. If the family fails to attend within 10 days of receipt of the request letter, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Agency will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Agency will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

A. A description of how the program works;

B. Family and owner responsibilities;

C. Where the family may rent a unit, including inside and outside the Housing Agency's jurisdiction;

D. Types of eligible housing;

E. For families qualified to lease a unit outside the Housing Agency's jurisdiction under portability, an explanation of how portability works;

F. An explanation of the advantages of living in an area that does not have a high concentration of poor families, including maps that show locations of housing opportunities outside areas of poverty or minority concentration, both within and outside its jurisdiction and neighboring its jurisdiction; has assembled information about job opportunities, schools, transportation, and other services in these areas;

G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when the family initially rents a unit and the fact that the family may have to pay a

security deposit from its own funds;

H. A description of the homeownership program if one exists; and

I. An explanation of information contained in the Housing Choice Voucher packet.

6.2 PACKET

During the briefing, the Housing Agency will give the family a packet covering at least the following subjects:

A. The term of the housing choice voucher and the Housing Agency's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;

B. How the Housing Agency determines the housing assistance payment and total tenant payment for the family;

C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;

D. How the Housing Agency determines the maximum rent for an assisted unit;

E. Where the family may lease a unit. For families qualified to lease outside the Housing Agency's jurisdiction, the packet includes an explanation of how portability works and a list of names, addresses and phone numbers of contact persons at neighboring housing authorities;

F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;

G. The request for approval of the tenancy form and an explanation of how to request Housing Agency approval of a unit;

H. A statement of the Housing Agency's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Agency to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses.;

I. The Housing Agency's subsidy standards, including when the Housing Agency will consider granting exceptions to the standards such as a reasonable accommodation to a person with a disability;

J. The HUD brochure on how to select a unit (A Good Place to Live);

K. The HUD-required lead-based paint brochure;

L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;

M. A list of landlords or other parties known to Lackawanna Housing who may be willing to lease a unit to the family or help the family find a unit, including owners with properties located outside areas of poverty or minority concentration;

N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to Lackawanna Housing that may be available;

O. The family's obligations under the program;

P. The grounds upon which the Housing Agency may terminate assistance because of the family's action or inaction;

Q. Lackawanna Housing informal hearing procedures, including when the Housing Agency is required to provide the opportunity for an informal hearing, and information on how to request a hearing;

R. Lackawanna Housing owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program; and

S. A listing or map that delineates areas of poverty or minority concentration in the jurisdiction. Also, applicants shall be given information about job opportunities, schools, and other services in non-concentrated neighborhoods.

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, Lackawanna Housing will issue the housing choice voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a request for approval of the tenancy form. The family will submit the request form, the proposed lease, and the HUD required tenancy addendum to the Housing Agency during the term of the voucher. The terms of the HUD tenancy addendum shall prevail over any conflicting provisions of the lease. The Housing Agency will review the request for approval of tenancy, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Agency

may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Agency will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15 day period is suspended during any period the unit is unavailable for inspection. The Housing Agency will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Agency will provide the prospective owner with information regarding the program. Information will include Housing Agency and owner responsibilities for screening and other essential program elements. The Housing Agency will provide the owner with the family's current and prior address as shown in the Housing Agency records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner.

6.4 TERM OF THE VOUCHER

The initial term of the voucher will be 60 calendar days and will be stated on the Housing Choice Voucher.

If the family includes a person with disabilities and the family requires an extension due to the disability, Lackawanna Housing will grant an extension allowing the family the full 120 calendar days search time. If Lackawanna Housing determines that additional search time would be a reasonable accommodation, it will grant the additional search time.

Upon submittal of a completed request for approval of tenancy form, Lackawanna Housing will suspend the term of the housing choice voucher. The term will be in suspension until the date the Housing Agency provides notice that the request has been approved or denied. This policy allows families the full term (60 calendar days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Agency is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Agency finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Agency's action on the second submittal. No more than two requests will be concurrently considered.

If the family's housing choice voucher expires, the family is no longer eligible for housing assistance. They are free to re-apply to the Housing Choice Voucher program and start over again at the bottom of the waiting list. If the waiting list is closed, they must wait until Lackawanna Housing is once again accepting applicants for the Section 8 program. They will be treated exactly like all other new applicants for the program.

6.5 APPROVAL TO LEASE A UNIT

Lackawanna Housing will approve a lease if all of the following conditions are met:

A. The unit is eligible;

B. The unit is inspected by the Housing Agency and passes HQS;

C. The lease is approvable and includes the language of the tenancy addendum;

1. The names of the owner and the resident;

2. The address of the unit rented;

3. The term of the lease (initial term and any provisions for renewal);

4. The amount of the monthly rent to owner;

5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and

6. The required HUD tenancy addendum.

D. The rent to owner is reasonable;

E. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;

F. The owner certifies that he or she is not in a conflict of interest situation with the resident;

G. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Agency; and

H. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Agency will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Agency to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

A. The unit passes the Housing Agency HQS inspection;

B. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;

C. The landlord and resident sign the lease to include the HUD required addendum; and

D. The Housing Agency approves the leasing of the unit.

The Housing Agency will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneous with signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Agency will execute the contract. The Housing Agency will not pay any housing assistance to the owner until the contract is executed.
In no case will the contract be executed later than 60 calendar days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Agency will not pay housing assistance to the owner.

6.6 LACKAWANNA HOUSING DISAPPROVAL OF OWNER

The Housing Agency will deny participation by an owner at the direction of HUD (one who has been debarred, suspended, or is subject to a limited denial of participation). The Housing Agency will also deny the owner's participation for any of the following reasons:

A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;

B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

C. The owner has engaged in drug-related criminal activity or any violent criminal activity;

D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;

E. The owner has a history or practice of renting units that fail to meet State or local codes; or

F. The owner has not paid State or local real estate taxes, fines, or assessments.

G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:

1. premises by residents, Lackawanna Housing employees or owner employees; or

2. residences by neighbors;

H. A full-time employee of Lackawanna Housing will not participate in any of the Housing Agency's Section 8 Rental Assistance Programs. No full-time employee of Lackawanna Housing will be permitted to have an interest as a owner of a Section 8 subsidized unit.

For purposes of this policy, an interest will be defined as being the sole proprietor, joint owner in any form or life interest, a member of a partnership, or being a part of a corporation which has an ownership interest in a property that is under consideration to provide, or is currently providing, housing to an individual or family that is participating in any of the Housing Agency's Section 8 Rental Assistance Programs.

I. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family unless Lackawanna Housing determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

J. The Agency has been informed by HUD that the federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending or a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements; or

K. Other conflicts of interest under Federal, State, or local law.

6.7 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

A. A public housing or Indian housing unit;

B. A unit receiving project-based assistance under a Section 8 Program;

C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;

D. College or other school dormitories;

E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;

F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space or units being purchased under a Section 8 Homeownership Program; and

G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

Lackawanna Housing will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

A. Congregate housing

B. Group homes

C. Shared housing

D. Cooperative housing

E. Single room occupancy housing

Lackawanna Housing will approve leases for the following housing types:

A. Single family dwellings

B. Apartments

C. Manufactured housing

D. Manufactured home space rentals

E. Lease-purchase agreements. A family leasing a unit with assistance under the program may enter into an agreement with an owner to purchase the unit. So long as the family is receiving such rental assistance, all requirements applicable to families

otherwise leasing units under the tenant-based program apply. Any homeownership premium (e.g., increment of value attributable to the value of the lease-purchase right or agreement such as an extra monthly payment to accumulate a downpayment or reduce the purchase price) included in the rent to the owner that would result in a higher subsidy amount than would otherwise be paid by Lackawanna Housing must be absorbed by the family.

In determining whether the rent to owner for a unit subject to a lease-purchase agreement is a reasonable amount in accordance with 24 CFR 982.503, any homeownership premium paid by the family to the owner must be excluded when Lackawanna Housing determines rent reasonableness.

If a property has both HUD issued project-based assisted units and market rate units, housing choice vouchers can be utilized in the market rate units, but not the project-based units. In this situation, rent reasonableness will dictate that the rent for the housing choice voucher unit will equal the HUD-approved rent (the basic rent) for the project-based units as long as it is within Lackawanna Housing's payment standard. Also, Lackawanna Housing's utility schedule will be utilized in setting the rent, not the property's utility schedule. Finally, Lackawanna Housing will re-certify everyone living in a property utilizing tenant-based housing choice vouchers and the landlord will be responsible for the re-certification of those residing in the property using project-based vouchers.

6.8 SECURITY DEPOSIT

The owner may collect a security deposit from the participant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted residents in the same complex.

When the resident moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the participant, damages to the unit or for other amounts the family owes under the lease.

The owner must give the participant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the resident in compliance with State law.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial lease has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Agency has terminated the HAP contract. Lackawanna Housing will issue the family a new housing choice voucher if the family does not owe Lackawanna Housing or any other Housing Authority money, has not violated a Family Obligation, and if Lackawanna Housing has sufficient funding for continued assistance.

7.1 WHEN A FAMILY MAY MOVE

For families already participating in the Housing Choice Voucher Program, Lackawanna Housing will allow the family to move to a new unit if:

A. The assisted lease for the old unit has terminated;

B. The owner has given the resident a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the participant; or

C. The participant has given notice of lease termination (if the participant has a right to terminate the lease on notice to the owner).

7.2 PROCEDURES REGARDING FAMILY MOVES

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of Lackawanna Housing's jurisdiction, will be required to attend a mover's briefing prior to Lackawanna Housing entering a new HAP contract on their behalf.

This briefing is intended to provide the following:

A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;

B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;

C. Payment standards and the utility allowance schedule;

D. An explanation that the family share of rent may not exceed 40% of the family's

monthly adjusted income if the gross rent exceeds the applicable payment standard when initially renting a unit;

E. Portability requirements and opportunities;

F. The need to have a reexamination conducted within 120 calendar days prior to the move;

G. An explanation and copies of the forms required to initiate and complete the move; and

H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 calendar days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and Lackawanna Housing's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give Lackawanna Housing a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to Lackawanna Housing will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to Lackawanna Housing, or a copy of the least termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

8.0 PORTABILITY

8.1 GENERAL POLICIES OF LACKAWANNA HOUSING

A family whose head or spouse has a domicile (legal residence) in the jurisdiction of Lackawanna Housing at the time the family first submits its application for participation in the program to Lackawanna Housing may lease a unit anywhere in the jurisdiction of Lackawanna Housing or outside Lackawanna Housing jurisdiction as long as there is another entity operating a tenant-based Housing Choice Voucher program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence in the jurisdiction of Lackawanna Housing at the time of its application, the family will not have any right to lease a unit outside of Lackawanna Housing jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of Lackawanna Housing.

Families participating in the Housing Choice Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will Lackawanna Housing allow a participant to improperly break a lease. Under extraordinary circumstances Lackawanna Housing may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Housing Choice Voucher Program is being administered.

For income targeting purposes, the family will count towards the initial housing authority's goals unless the receiving housing authority absorbs the family. If absorbed, the admission will count towards the receiving housing authority's goals.

If a family has moved out of their assisted unit in violation of the lease, Lackawanna Housing will not issue a voucher and will terminate assistance in compliance with Section 17.0, Termination of the Lease and Contract.

8.2 INCOME ELIGIBILITY

A. A family must be income-eligible in the area where the family first leases a unit with assistance in the Housing Choice Voucher Program.

B. If a portable family is already a participant in the Initial Housing Authority's Housing Choice Voucher Program, income eligibility is not re-determined.

8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has

a tenant-based program covering the area where the unit is located.

B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a housing choice voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

8.4 PORTABILITY PROCEDURES

A. When Lackawanna Housing is the Initial Housing Authority:

1. Lackawanna Housing will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.

2. Lackawanna Housing will determine whether the family is income-eligible in the area where the family wants to lease a unit if the family is not already a program participant.

3. Lackawanna Housing will advise the family how to contact and request assistance from the Receiving Housing Authority by giving them the name and telephone number of the person responsible for working with incoming portability families and any procedures related to getting an appointment for the issuance of a voucher.

4. Lackawanna Housing will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family via telephone, fax or email.

5. Lackawanna Housing will immediately mail or fax the Receiving Housing Authority a completed Part I of HUD Form 52665, the most recent HUD Form 50058 (Family Report) for the family, and related verification information. If the family is an applicant and not a participant, Lackawanna Housing will provide the Receiving Housing Authority with the family information and income information in a format similar to that utilized by the 50058.

B. When Lackawanna Housing is the Receiving Housing Authority:

1. When the portable family requests assistance from Lackawanna Housing, Lackawanna Housing will within fourteen (14) calendar days of HAP contract execution (not its effective date) inform the Initial Housing Authority that it will absorb the family into its program or notify the Initial

Housing Authority within the time limit set forth in Part I of the 52665 that it will bill the Initial Housing Authority for assistance on behalf of the portable family. Completing Part II of HUD Form 52665 in a timely manner will accomplish this. If the family is absorbed, Lackawanna Housing will also send the Initial Housing Authority a new HUD Form 50058.

2. Lackawanna Housing will issue a voucher to the family within fourteen (14) calendar days as long as the initial voucher has not expired (if it has expired, the family shall be referred back to the Initial Housing Authority). The term of Lackawanna Housing's voucher will not expire before the expiration date of any Initial Housing Authority's housing choice voucher. Lackawanna Housing will determine whether to extend the housing choice voucher term. The decision to extend will take into account Lackawanna Housing's existing absorption policy and the billing deadline provided by the Initial Housing Authority in the 52665. The family must submit a request for tenancy approval to Lackawanna Housing during the term of Lackawanna Housing's housing choice voucher. If Lackawanna Housing has decided to bill the Initial Housing Authority, the request for tenancy approval must be processed in enough time for the Initial Housing Authority to process a Request for Lease Approval and execute a HAP contract.

3. Lackawanna Housing will determine the family unit size for the portable family. The family unit size is determined in accordance with Lackawanna Housing's subsidy standards.

4. Lackawanna Housing will notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the housing choice voucher. In any event Lackawanna Housing will notify the Initial Housing Authority of what is occurring before the expiration of the deadline established in the HUD Form 52665. If the family has leased a unit, Lackawanna Housing will notify the Initial Housing Authority of this fact in enough time for the Initial Housing Authority to process a Request for Lease Approval and execute a HAP contract if Lackawanna Housing intends to bill the Initial Housing Authority.

5. In order to provide tenant-based assistance for portable families, Lackawanna Housing will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or Lackawanna Housing may

make a determination to deny or terminate assistance to the family. If assistance is denied or terminated, the family shall have a right to an informal hearing.

6. Lackawanna Housing may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.

7. Although Lackawanna Housing will promptly issue a voucher to an incoming portability family, it will still subject the families to its normal screening procedures. If the family fails to pass the screening thresholds either the voucher will be revoked or the family will be terminated from the program if a unit has already been leased.

C. Absorption by Lackawanna Housing

If funding is available under the consolidated ACC for Lackawanna Housing's Housing Choice Voucher Program when the portable family is received, Lackawanna Housing may absorb the family into its Housing Choice Voucher Program. The decision to absorb or not will be made on a case-by-case basis and will solely be the decision of Lackawanna Housing. If absorbed, the family is assisted with funds available under the consolidated ACC for Lackawanna Housing's Tenant-Based Program.

D. Portability Billing

To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees as long as all HUD required deadlines have been compiled with. The billing procedure will be as follows:

1. As the Initial Housing Authority, Lackawanna Housing will within thirty (30) calendar days of receipt of the completed Part II of the HUD Form 52665 reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family in a form and manner the Receiving Housing Authority is able and willing to accept. Payments made after the first payment shall be sent in time for the Receiving Housing Authority to receive the payment no later than the fifth working day of the month. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

2. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

F. On-going Responsibilities as a Receiving Housing Authority

When Lackawanna Housing is a receiving agency it will:

1. Send the Initial Housing Authority an updated HUD Form 50058 at each annual recertification so the Initial Housing Authority can reconcile it with its records.

2. Send the Initial Housing Authority a copy of any new HUD Forms 52665s to report any change in the billing amount with ten (10) working days of the effective date of any change in the billing amount.

3. If Lackawanna Housing decides to absorb a family it had previously been billing for, it shall notify the Initial Housing Authority within ten (10) working days following the effective date of the termination of the billing arrangement.

4. If the family decides it wants to move to yet another jurisdiction, the Initial Housing Authority shall be promptly notified and requested to send a new HUD Form 52665 and supporting documentation to the new Receiving Housing Authority.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS AND DEDUCTIONS FROM INCOME

To determine annual income, Lackawanna Housing counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, Lackawanna Housing subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

9.2 INCOME

A. Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

3. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or Lackawanna Housing believes that past income is the best available indicator of expected future income, Lackawanna Housing may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

B. Annual income includes, but is not limited to the amounts specified in the federal regulations currently found in 24 CFR 5.609:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

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

cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than $1,000 that were disposed of for less than fair market value within the past two years will be counted as income.

   Lackawanna Housing will count the current balance for savings account and 6 months average of checking accounts for verification purposes. Lackawanna Housing will seek third party verification for both savings and checking accounts.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

6. Welfare assistance.

   a. Welfare assistance payments

      i. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(1). Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(2). Are not otherwise excluded under paragraph Section 9.3 of this Plan.

ii. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

(1). The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

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

b. Imputed welfare income.

1). A family's annual income includes the amount of imputed welfare income (because of welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to Lackawanna Housing by the welfare agency), plus the total amount of other annual income.

2). At the request of Lackawanna Housing, the welfare agency will inform Lackawanna Housing in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform Lackawanna Housing of any subsequent changes in the term or amount of such specified welfare benefit reduction. Lackawanna Housing will use this information to determine the amount of imputed welfare income for a family.

3). A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to Lackawanna Housing by the welfare agency).

4). The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

5). Lackawanna Housing will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.

6). If a participant is not satisfied that Lackawanna Housing has calculated the amount of imputed welfare income in accordance with HUD requirements, and if Lackawanna Housing denies the family's request to modify such amount, then Lackawanna Housing shall give the resident written notice of such denial, with a brief explanation of the basis for Lackawanna Housing's determination of the amount of imputed welfare income. Lackawanna Housing's notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our informal review policy.

7). Relations with welfare agencies

a). Lackawanna Housing will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives Lackawanna Housing written notice of such reduction, the family's annual incomes shall include the imputed welfare

income because of the specified welfare benefits reduction.

b). Lackawanna Housing is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the agency. However, Lackawanna Housing is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

c). Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. Lackawanna Housing shall rely on the welfare agency notice to Lackawanna Housing of the welfare agency's determination of a specified welfare benefits reduction.

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

8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

9. All regular Assets disposed of a result of foreclosure or bankruptcy are not considered to be assets disposed for less than fair market value. Generally, assets disposed of as a result of a divorce or separation are <u>not</u> considered to be assets disposed of for less than fair market value.

   The Authority's minimum threshold for counting assets disposed of for less than fair market value is $1,000. If the total amount of assets disposed of within a one year period is less than $1,000, they will not be considered an asset for the two year period.

If the total amount of assets disposed of within a one year period is more than $1,000, all assets disposed of for less than fair market value will be counted as assets for two years from the date the asset was disposed of.

9.3 EXCLUSIONS FROM INCOME

Annual income does not include the following amounts specified in the federal regulations currently found in 24 CFR 5.609:

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

B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution;

G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. Incomes earned as temporary Census Employees as long as employment does not exceed 180 days.

I. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Agency or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring, or sporadic income (including gifts);

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

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

9. Adoption assistance payments in excess of $480 per adopted child;

10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

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

12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services

and equipment needed to keep the developmentally disabled family member at home; or

13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

    These exclusions include:

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

    b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);

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

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

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

    f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);

    g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94–540, 90 Stat. 2503–04);

    h. The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407–1408);

    i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study

program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));

k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent*-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);

l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);

m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));

o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);

p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);

r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and

s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C.

2931).

t. The $600 transitional assistance subsidy, for applicants and tenants enrolled in the Medicare transitional assistance program, effective the date of receiving the benefits and any negotiated drug discounts received pursuant to the Medicare prescription drug discount card.

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent

B. $400 for any elderly family or disabled family

C. The sum of the following, to the extent the sum exceeds three percent of annual income:

1. Unreimbursed medical expenses of any elderly family or disabled family; and

2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.

3. The Medicare assistance provided for the cost of drugs pursuant to prescription drug discount cards, negotiated drug price, or transitional assistance subsidies.

D. Reasonable child care expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

E. For persons with disabilities already participating in the program, the incremental earnings due to employment during a cumulative 12-month period following the date of the initial hire shall be excluded. This exclusion is only available to the following families:

1. Families whose income increases as a result of employment of a disabled

family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.

2. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job training program.

3. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least $500.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

9.5 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

A. If a Section 8 participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within (30) calendar days of receipt by the participant.

B. Lackawanna Housing shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.

C. After the reconciliation is complete, Lackawanna Housing shall, if appropriate, adjust the participant's rental contribution beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant had not previously reported the proper income, Lackawanna Housing shall do one of the following:

1. Immediately collect the back over paid assistance paid by the agency:

2. Establish a repayment plan for the resident to pay the sum due to the agency:

3. Terminate the participant from the program for failure to report income; or

4. Terminate the participant from the program for failure to report income and collect the back over paid assistance paid by the Housing Agency.

9.6 COOPERATING WITH WELFARE AGENCIES

Lackawanna Housing will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree

A. To target assistance, benefits and services to families receiving assistance in public housing and Section 8 tenant-based assistance program to achieve self-sufficiency.

B. To provide written verification to the Housing Agency concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

9.7 COOPERATING WITH LAW ENFORCEMENT AGENCIES

Lackawanna Housing will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. Lackawanna Housing will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

A. The law enforcement agency shall notify Lackawanna Housing that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the

officer to conduct his/her official duties;

B. The location or apprehension of the recipient is within Lackawanna Housing's official duties; and,

C. The request is made in the proper exercise of the law enforcement agency's official duties.

10.0 VERIFICATION

Lackawanna Housing will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. During occupancy, items related to eligibility and rent determination shall also be reviewed and verified annually. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

10.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following five verification methods acceptable to HUD, in the order of preference indicated:

1. Up-front Income Verifications (UIV)

UIV is the verification of income through an independent source that

systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

a. **Tenant Assessment Subsystem (TASS)** – HUD's online system for Social Security (SS) and Supplemental Security Income (SSI) information.

b. **State Wage Information Collection Agencies (SWICAs)**

c. **State systems for the Temporary Assistance for Needy Families (TANF) program**

d. **Credit Bureau Information (CBA) credit reports**

e. **Internal Revenue Service (IRS) Letter 1722**

f. **Private sector databases (e.g. The Work Number)**

Lackawanna Housing will use additional UIV resources as they become available.

It is important to note that UIV data will only be used to verify an applicant or resident's eligibility for participation in a rental assistance program and to determine the level of assistance the resident is entitled to receive and only by properly trained persons1 whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a resident until Lackawanna Housing has independently verified the UIV information and the resident has been granted an opportunity to contest any adverse findings through the established grievance procedure.

Furthermore, the information Lackawanna Housing derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

2. Third –Party Written Verifications

This type of verification includes written documentation, with forms sent directly to and received directly from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.

Third-party written verifications may also be used to supplement Up-front Income Verifications.

Third party verification of SS and SSI benefits shall be obtained from HUD's on-line system (Tenant Assessment Subsystem –TASS). If TASS is not available or not current, then verification shall be obtained directly from the SSA. If either of these forms is not obtainable, then the file shall be documented as to why third party verification was not used.

Lackawanna Housing will allow two (2) weeks for the return of third party written verifications prior to continuing on to the next type of verification.

3. Third-Party Oral Verifications

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation and the facts obtained.

Lackawanna Housing will allow three (3) business days for the return of third party oral verifications prior to continuing on to the next type of verification.

4. Review of Documents

When UIV, written and oral third party verifications are not available within the two (2) week and three (3) business days period allowed in paragraphs 2 and 3 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

5. Self-Certification and Self-Declaration

When UIV, written and oral third party verifications are not available within the two (2) week and three (3) business days period allowed in paragraphs 2

and 3 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When any verification method other than Up-Front Income Verification is utilized, Lackawanna Housing will document the reason for the choice of the verification methodology in the applicant/resident's file.

10.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, Lackawanna Housing will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items

Item to Be Verified	**3rd party verification**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card or a third party document stating the Social Security Number
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Discount Card		A card with the words "Medicare Approved" on it
Medicare Discount Benefit		Individual receipts if the pre-discount cost is included; a comparison of receipts before and after the application of the discount; other information provided by the pharmacy supplying the prescription; or if nothing else is available, an imputed value of $48.17 per prescription.
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements for savings and 6 months for checking.
CDs, bonds, etc	Letter from institution	Tax return, information

Verification Requirements for Individual Items

Item to Be Verified	3rd party verification	Hand-carried verification
		brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs (2 months worth)
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Department of Public Welfare, State Collection and disbursement check stub, divorce decree
Non-court ordered support	Letter from person paying support	Certified statement of amount received
Non-payment of court ordered support	N/A	Certified statement or affidavit

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
		that support payments are not being received.
Social Security Administration		Letter from Social Security as verified by HUD computer systems.
Periodic payments (i.e., welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out- of-pocket expenses incurred in order to participate in a program	N/A

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following five verification methods acceptable to HUD, in the order of preference indicated:

1. **Up-front Income Verifications (UIV)**

   UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

a. Tenant Assessment Subsystem (TASS) - HUD's online system for Social Security (SS) and Supplemental Security Income (SSI) information.

b. State Wage Information Collection Agencies (SWICAs)

c. State systems for the Temporary Assistance for Needy Families (TANF) program

d. Credit Bureau Information (CBA) credit reports

e. Internal Revenue Service (IRS) Letter 1722

f. Private sector databases (e.g. The Work Number)

Lackawanna Housing will use additional UIV resources as they become available.

2. Third-Party Written Verifications

This type of verification includes written documentation, with forms sent directly to and received directly from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.

Third-party written verifications may also be used to supplement Up-front Income Verifications.

Third party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's on-line systems. If either of these forms of verification are not obtainable, then the file shall be documented as to why third party verification was not used.

Lackawanna Housing will allow two (2) weeks for the return of third party written verifications prior to continuing on to the next type of verification.

3. Third-Party Oral Verifications

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation and the facts obtained.

Lackawanna Housing will allow three (3) business days for the return of third party oral verifications prior to continuing on to the next type of verification.

4. Review of Documents

When UIV written and oral third party verifications are not available within the two (2) week and three (3) business days period allowed in 2 and 3 above, Lackawanna Housing will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

5. Self-Certification and Self-Declaration

When UIV, written and oral third party verifications are not available within the two (2) week and three (3) business days period allowed in 2 and 3 above, and hand-carried verification cannot be obtained, Lackawanna Housing will accept a statement detailing information needed, signed by the head, spouse, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/ eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. Lackawanna Housing will make a copy of the individual's INS documentation and place the copy in the file. Lackawanna Housing also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, Lackawanna Housing will mail information to the INS so a manual check can be made of

INS records.

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

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program. If they are members of families that include citizens, the rent must be prorated.

Any family member who does not choose to declare they status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If Lackawanna Housing determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, Lackawanna Housing will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security Number they will be required to sign a statement to this effect. An adult must sign for minor children. Lackawanna Housing will not require any individual who does not have a Social Security Number to obtain a

Social Security Number.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a particpating family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 calendar days to provide the verification. If the individual is at least 62 years of age, they will be given 120 calendar days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.5 TIMING OF VERIFICATION

Verification must be dated within 120 calendar days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Agency will verify and update only those elements reported to have changed.

10.6 FREQUENCY OF OBTAINING VERIFICATION

Household income and composition will be verified at least annually.

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 GENERAL

[Reserved]

11.2 RENT REASONABLENESS

The Housing Agency will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

A. Before any increase in rent to owner is approved;

B. If 60 calendar days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

C. If the Housing Agency or HUD directs that reasonableness be re-determined.

11.3 COMPARABILITY

In making a rent reasonableness determination, the Housing Agency will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Agency will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units. The results of this determination shall be documented in the participant's file.

The Housing Agency will maintain current survey information on rental units in the jurisdiction from local realtors.

The Housing Agency will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Agency will be able to add or subtract the dollar value for each additional room of a proposed unit.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Agency to establish a higher value.

The owner must certify the most recent rent charged for the unit and the reason for any difference between the prior rent and the proposed rent. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.4 MAXIMUM SUBSIDY

The payment standard adopted by Lackawanna Housing or one over 110% of the Fair Market

Rent that has been approve by HUD determines the maximum subsidy for a family.

For the Housing Choice Voucher Program, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the maximum subsidy may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

11.4.1 Setting the Payment Standard

HUD requires that the payment standard be set by the Housing Agency at between 90 and 110% of the FMR without HUD's prior approval. Lackawanna Housing will review its determination of the payment standard annually after publication of the FMRs. Lackawanna Housing will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of housing choice voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units located only in poverty-impacted neighborhoods, or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships. The objective is to allow families a reasonable selection of modest, decent, and safe housing in a range of neighborhoods.

Lackawanna Housing may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities. With approval of the HUD Field Office, the payment standard can go to 120%.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Agency will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. Lackawanna Housing may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Agency will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

11.4.2 Selecting the Correct Payment Standard for a Family

A. For the housing choice voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family unit size; or

2. The payment standard for the unit size rented by the family.

B. If the unit rented by a family is located in an exception rent area, the Housing Agency will use the appropriate payment standard for the exception rent area.

C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:

1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or

2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.4.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when housing choice voucher holders are having trouble finding housing for lease under the program, the Housing Agency may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Agency may request one such exception payment standard area or

many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Agency requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

11.5 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of monthly income

2. 30% of adjusted monthly income

3. Minimum rent

Plus any rent above the payment standard.

B. Minimum Rent

Lackawanna Housing has set the minimum rent as $0. However, if the family requests a hardship exemption, Lackawanna Housing will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Agency can determine whether hardship exists and whether the hardship is of a temporary of long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:

   a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

   b. When the family would be evicted as a result of the imposition of the

minimum rent requirement;

c. When the income of the family has decreased because of changed circumstances, including loss of employment; and

d. When a death has occurred in the family.

2. No hardship. If the Housing Agency determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Agency for the time of suspension.

3. Temporary hardship. If the Housing Agency determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 calendar days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Agency will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Agency on the family's behalf during the period of suspension.

4. Long-term hardship. If the Housing Agency determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

5. Appeals. The family may use the informal hearing procedure to appeal the Housing Agency's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Preservation Vouchers

1. Payment Standard

a. The payment standard is the lower of:

i. The payment standard amount for the appropriate family unit size; or

ii. The payment standard amount for the size of the dwelling unit actually rented by the family.

b. If the dwelling unit is located in an exception area, Lackawanna Housing will use the appropriate payment standard for the exception

area.

c. During the HAP contract term, the payment standard for the family is the higher of :

i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or

ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

i. Paragraph (c)(i) of this section does not apply; and

ii. The new family unit size must be used to determine the payment standard.

2. Lackawanna Housing will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

a. The payment standard minus the total tenant payment; or

b. The gross rent minus the total tenant payment.

D. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

2. The space rent is the sum of the following as determined by the Agency:

a. Rent to the owner for the manufactured home space;

b. Owner maintenance and management charges for the space; and

c. Utility allowance for participant paid utilities.

3. The participant pays the rent to owner less the HAP.

4. HAP equals the lesser of:

a. The payment standard minus the total tenant payment; or

b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

E. Rent for Families under the Noncitizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;

2. The family was granted continuation of assistance before November 29,1996;

3. The family's head or spouse has eligible immigration status; and

4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.

2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).

3. The prorated resident rent equals the prorated family share minus the full utility allowance.

11.6 UTILITY ALLOWANCE

The Housing Agency maintains a utility allowance schedule for all tenant-paid utilities (except telephone and cable television).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Agency uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Agency reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Agency maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Section 8 Department.

The Housing Agency uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Agency subsidy standards).

At each reexamination, the Housing Agency applies the utility allowance from the most current utility allowance schedule.

The Housing Agency will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Agency pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made within 10 business days of when due after the first two months of the HAP contract term, the owner may charge Lackawanna Housing a late payment, agreed to in the Contract and in accordance with generally accepted practices in the County of Lackawanna jurisdiction if the following conditions apply:

A. It is the owner's practice to charge such penalties for assisted and unassisted

residents; and

B. The owner also charges such penalties against the resident for late payment of family rent to the owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of Lackawanna Housing.

A housing assistance payment is considered made upon being mailed by Lackawanna Housing.

Unless otherwise terminated, the housing assistance payment contract shall end 180 calendar days after the last housing assistance payment is made.

11.8 CHANGE OF OWNERSHIP

Lackawanna Housing requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive Lackawanna Housing's rent payment or the address as to where the rent payment should be sent.

In addition, Lackawanna Housing requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

A. Deed of Trust showing the transfer of title; and

B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. Lackawanna Housing may withhold the rent payment until the taxpayer identification number is received.

12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

Lackawanna Housing will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

Lackawanna Housing must be allowed to inspect the dwelling unit at reasonable times with

reasonable notice. The family and owner will be notified of the inspection appointment. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Agency to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, Lackawanna Housing will only schedule one more inspection. If the family misses two inspections, Lackawanna Housing will consider the family to have violated a Family Obligation and their assistance will be terminated.

12.1 TYPES OF INSPECTIONS

There are seven types of inspections Lackawanna Housing will perform:

A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.

B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.

C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.

D. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.

E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

F. Move Out Inspection (upon request) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.

G. Quality Control Inspection - Supervisory inspections based on at least the minimum number required by the Section 8 Management Assessment Program (SEMAP).

12.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for HQS

1. The owner must maintain the unit in accordance with HQS.

2. If the owner fails to maintain the dwelling unit in accordance with HQS, Lackawanna Housing will take prompt and vigorous action to enforce the

owner obligations. Lackawanna Housing's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

3. Lackawanna Housing will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by Lackawanna Housing and Lackawanna Housing verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Lackawanna Housing approved extension). If the required repairs are not made in a timely manner, the rent shall be abated beginning with the next rent check. If 3 consecutive checks are abated, the assistance shall be cancelled.

4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, Lackawanna Housing may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:

   a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the resident;

   b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the participant; or

   c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).

2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Lackawanna Housing approved extension).

3. If the family has caused a breach of the HQS, Lackawanna Housing will take prompt and vigorous action to enforce the family obligations. Lackawanna Housing may terminate assistance for the family in accordance with 24 CFR 982.552.

12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirements

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

a. The dwelling unit must have an oven, a stove or range, and a

refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.

c. The dwelling unit must have space for the storage, preparation, and serving of food.

d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

d. The exterior doors of the dwelling unit must be lockable. Exterior

doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

a. There must be at least one window in the living room and in each sleeping room.

b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical

outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

b. The roof must be structurally sound and weather tight.

c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

b. There must be adequate air circulation in the dwelling unit.

c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.

d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Performance Requirement

The Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.

2. Acceptability Criteria

The requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings.

During initial and annual inspections of pre-1978 units that are occupied or will be occupied by families with children under 6 years of age, the inspector must conduct a visual assessment for deteriorated paint surfaces and the owner must stabilize deteriorated surfaces. Applicable areas include painted surfaces within the dwelling unit, exterior painted surfaces associated with the dwelling unit, and common areas of the building through which residents must pass to gain access to the unit and areas frequented by resident children under six years of age, including play areas and child care facilities.

For units occupied by environmental intervention blood lead level (lead

poisoned) children under six years of age, a risk assessment must be conducted (paid for by the PHA), and the owner must complete hazard reduction activities if lead hazards are identified during the risk assessment.

J. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

12.4 LEAD-BASED PAINT REQUIREMENTS AND RESPONSIBILITIES

A. Exempt Units

The following units are exempt from this policy as it relates to lead-based paint requirements:

1. Units built after December 31, 1977;

2. Zero (0) bedroom and Single Room Occupancy (SRO) units;

3. Housing built for the elderly or persons with disabilities, unless a child of under age six (6) resides or is expected to reside in such housing;

4. Properties for which a paint inspection was completed in accordance with the new regulations that became effective on September 15, 2000, and are certified to have no lead-based paint;

5. Properties in which all lead-based paint was identified, was removed, and that received clearance in accordance with the new regulations which became effective on September 15, 2000.

B. Non-Exempt or Covered Units

For dwellings built before January 1, 1978, and occupied or to be occupied by assisted families with one or more children under age six (6), lead-based paint requirements apply to:

1. The unit interior and exterior paint surfaces associated with the assisted unit: and

2. The common areas servicing the unit, including those areas through which residents must pass to gain access to the unit, and other areas frequented by resident children less than six (6) such as play areas, and child care facilities. Common areas also include garages and fences on the assisted property.

C. Responsibilities of Lackawanna Housing and the Owner

Lackawanna Housing is responsible for the following activities:

1. The visual assessment for deteriorated paint (i.e., peeling, chipping, flaking) surfaces at initial and annual inspections;

2. Assuring that clearance examinations are conducted when required;

3. Carrying out special requirements for children under age six who have environmental intervention blood lead levels as verified by a medical health care provider;

4. Collecting data from the local health department on program participants under age six who have identified environmental intervention blood lead levels; and

5. Record keeping.

Owners of units to be or that are assisted have the responsibility to:

1. Disclose known lead-based paint hazards to all potential residents prior to execution of a lease;

2. Provide all prospective families with a copy of Protect Your Family From Lead in Your Home or other EPA approved document;

3. When necessary, perform paint stabilization to correct deteriorated paint;

4. Each time paint stabilization is performed, notify the resident about the conduct of lead hazard reduction activities and clearance (if required);

5. Conduct lead hazard reduction activities when required by Lackawanna Housing;

6. Perform all work in accordance with HUD prescribed safe work practices and conduct clearance activities when required; and

7. Perform ongoing maintenance. As part of ongoing maintenance, the owner must provide written notice to each assisted family asking the occupants to report deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.

Before the execution of the lease the owner is required to disclose any knowledge of lead-based paint or lead-based paint hazards in housing built prior to 1978 to all prospective residents. Lackawanna Housing will keep a copy of the disclosure notice executed by the owner and resident in the participant’s file. The owner will keep the original disclosure notice and forward a copy of the notice to Lackawanna Housing.

D. Qualified Inspector

An HQS inspector may conduct the inspection or other party designated by Lackawanna Housing. All inspectors must have been trained in visual assessment in accordance with procedures established by HUD.

E. Visual Assessment for Deteriorated Paint

Lackawanna Housing will conduct a visual inspection of initial, annual, and any special inspections of pre-1978 units that are occupied or will be occupied by families with children under 6 years of age for deteriorated paint surfaces at these locations:

1. All unit interior and exterior painted surfaces associated with the assisted unit; and

2. Common areas such as common hallways, access and egress areas, playgrounds, child-care facilities, or other areas including fences and garages frequented by children under age six.

F. Stabilization of Deteriorated Paint Surfaces

When the HQS Inspector or other designated party identifies deteriorated paint surfaces (defined as interior or exterior paint or other coating that is peeling, chipping, flaking, cracking, is otherwise damaged or has separated from the substrate of the surface or fixture),

Lackawanna Housing will notify and require the owner to perform stabilization of the surfaces within thirty (30) calendar days of the notification by Lackawanna Housing's inspection for occupied units and before commencement of any assisted tenancy.

Owner requirements for compliance with Lackawanna Housing's paint stabilization differ, depending upon the amount of deteriorated paint surface to be corrected. The use of lead-safe work practices during paint stabilization activities are differentiated characterized as above or below de minimis levels.

De minimis deteriorated paint surfaces are exceeded when one of the following occurs:

1. 20 square feet on exterior surfaces;

2. 2 square feet on an interior surface in a single room or interior space; or

3. 10 percent of individual small components (e.g., windowsills) on the interior or exterior.

Owners must perform paint stabilization on all deteriorated paint surfaces. Paint stabilization is defined as:

1. Repair of any physical defect in the substrate of the painted surface or building component. Examples of defective substrate conditions include dry-rot, rust, moisture-related defects, crumbling plaster, missing siding, or other components not securely fastened;

2. Removal of all loose paint and other loose material from the surface being treated; and

3. Application of a new protective coat of paint to the stabilized surface.

In no instance may an owner employ any paint stabilization methods that are strictly prohibited by federal, state, or local law such as:

1. Open flame burning and torching;

2. Machine-sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;

3. Heat guns operating above 1,100 degrees Fahrenheit;

4. Abrasive blasting or sandblasting with HEPA exhaust control;

5. Dry sanding and scraping except limited conditions stated above for limited areas; and

6. Paint stripping in poorly ventilated space using a volatile stripper or a hazardous chemical as defined by Occupational Safety and Health Administration (OSHA).

Failure to comply with paint stabilization requirements, regardless of the amount of deteriorated surface, will results in the disapproval of the tenancy, abatement of payment to the owner, and/or termination of the HAP contract.

In addition, in order to be in compliance with HUD lead-based paint requirements if the deteriorated paint surface exceeds the de minimis level, the owner must:

1. Conduct all stabilization activities with trained staff;

2. Employ acceptable methods for preparing the surface to be treated, including wet scraping, wet sanding, and power sanding performed in conjunction with a HEPA filtered local exhaust attachment operated according to manufacturer's instruction;

3. Not dry sand or dry scrape within one (1) square foot of electrical outlets;

4. Protect the occupants and their belongings from contamination;

5. Notify the occupants within fifteen (15) calendar days of stabilization activity and provide the results of the clearance examination.

Clearance Activities:

Lackawanna Housing will be responsible for clearance activities. All clearance activities will be performed by persons who have EPA or state-approved training and are licensed or certified to perform clearance examinations.

Lackawanna Housing will pay for the costs of the first clearance examination. If further clearance examinations are required, the owner is responsible to cover the costs of subsequent tests.

The owner must provide Lackawanna Housing with an executed copy of the Lead-Based Paint Owner's Certification for the HQS violation for paint stabilization to be considered closed.

Below de minimis deteriorated paint surfaces:

If the amount of deteriorated paint is below the de minimis level, owners will not be required

to perform lead-safe work practices and clearance, but owners must perform paint stabilization as follows:

1. Repair of any physical defect in the substrate of the painted surface or building component. Examples of defective substrate conditions include dry-rot, rust, moisture-related defects, crumbling plaster, missing siding, or other components not securely fastened;

2. Removal of all loose paint and other loose material from the surface being treated; and

3. Application of a new protective coat of paint to the stabilized surface.

In no instance may an owner employ any paint stabilization methods that are strictly prohibited by federal, state, or local law such as:

1. Open flame burning and torching;

2. Machine-sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;

3. Heat guns operating above 1,100 degrees Fahrenheit;

4. Abrasive blasting or sandblasting with HEPA exhaust control;

5. Dry sanding and scraping except limited conditions stated above for limited areas; and

6. Paint stripping in poorly ventilated space using a volatile stripper or a hazardous chemical as defined by Occupational Safety and Health Administration (OSHA).

Failure to comply with paint stabilization requirements, regardless of the amount of deteriorated surface, results in disapproval of the tenancy, abatement of payment to the owner, and/or termination of the HAP contract.

Clearance Activities:

The owner must provide Lackawanna Housing with an executed copy of the Lead-Based Paint Owner's Certification for the HQS violation for paint stabilization to be considered closed.

G. Requirements for Children with Environmental Intervention Blood Lead Level

Should Lackawanna Housing receive information regarding an environmental intervention

blood lead level child under age six from the family, owner, or other sources not associated with the medical health community, Lackawanna Housing will immediately verify the information with a public health department or other medical health care provider.

If either the public health department or private medical health agency provides verification that the child has an environmental intervention blood lead level, Lackawanna Housing will proceed to complete a risk assessment of the unit, common areas and exterior surfaces as outlined in Subsection H below. This requirement does not apply if the public health department has already conducted an evaluation between the date the child's blood was last sampled and the receipt of notification of the child's condition.

If Lackawanna Housing receives a report of an environmental intervention blood lead level child from any source other than the public health department, Lackawanna Housing will notify the public health department with five (5) working days.

HUD has defined environmental intervention blood lead level as a confirmed concentration of lead in whole blood equal or greater than 20 ug/dL (micrograms of lead per deciliter) for a single test or 15-19 ug/dL in two tests taken at least three (3) months apart in children under age six.

H. Risk Assessment

Within fifteen (15) calendar days of the notification to Lackawanna Housing by a public health department or medical health care provider, Lackawanna Housing will complete a risk assessment of the dwelling unit, including common areas servicing the dwelling unit, if the child lived in the unit at the time the child's blood was sampled. If the public health department has already conducted an evaluation between the date the child's blood was last sampled and the receipt of notification of the child's condition, the risk assessment by Lackawanna Housing is not required.

Lackawanna Housing will only utilize persons trained and certified by an EPA or state-approved agency to perform risk assessments. The risk assessment will identify the appropriate method of correction if correction is required.

The risk assessment will involve an on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards. The investigation will include dust and soil sampling, visual evaluation, and may include paint inspections (tests for lead in paint). The assessor will issue a report to the agency explaining the results of the investigation, as well as options and requirements for reducing lead-based paint hazards. Upon receipt of the risk assessment, Lackawanna Housing shall immediately notify the owner of its results.

The owner <u>must</u> notify the building residents of the results of the risk assessment within

fifteen (15) calendar days of receipt of the risk assessment results from Lackawanna Housing.

I. Hazard Reduction

The owner must complete reduction of identified lead-based paint hazards as identified in the risk assessment as outlined in Subsection H of this Section within thirty (30) calendar days (or date specified by Lackawanna Housing if an extension is granted for exterior surfaces).

Hazard reduction activities may include paint stabilization, abatement, interim controls, or dust and soil contamination control. The appropriate method of correction will be identified in the risk assessment.

Hazard reduction will be considered complete by Lackawanna Housing when a clearance examination has been completed and the report indicates that all identified hazards have been treated and clearance has been achieved, or when the public health department certifies that the hazard reduction is complete.

The owner must notify all building residents of any hazard reduction activities within fifteen (15) calendar days of completion of activities.

Like paint stabilization compliance, when Lackawanna Housing receives the owner's certification, this will signal compliance with lead hazard reduction activities.

Failure by the owner to complete hazard reduction activities (including clearance) within thirty (30) calendar days (or later if Lackawanna Housing grants an extension for exterior surfaces) of notification constitutes a violation of HQS, and appropriate action against the owner will be taken if a program family occupies the unit. If the unit is vacant when Lackawanna Housing notifies the owner, the unit may not be reoccupied by another assisted family, regardless of the ages of children in the family, until compliance with the lead-based paint requirement is completed.

J. Lackawanna Housing Data Collection and Record Keeping

Quarterly, Lackawanna Housing will attempt to obtain from the public health department having jurisdiction in the same area as Lackawanna Housing, the names and addresses of children under age six with an identified environmental intervention blood lead level.

Lackawanna Housing will match information received from the health department with information about program families. If a match occurs, Lackawanna Housing will follow all procedures for notifying owners and conducting risk assessments as stated above.

Quarterly, Lackawanna Housing will report a list of addresses of units occupied by children under age six, receiving assistance to the public health department, unless the health

department indicates in writing that such a report is not necessary.

Lackawanna Housing will inform owners of lead-based paint regulations especially those related to prohibited and safe work practices, resident protection during lead-based paint activities, and notification requirements. This will be accomplished through written material provided by Lackawanna Housing.

Lackawanna Housing is responsible for issuing and maintaining in the file the notification to the owner of any needed corrections and appropriate methods to correct lead hazards, and of the deadline for completing the corrections.

12.5 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA

Lackawanna Housing will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, Lackawanna Housing has received HUD approval to require the following additional criteria:

A. In each room, there will be at least one exterior window that can be opened and that contains a screen.

B. Adequate heat shall be considered to be 68 degrees.

C. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.

D. An overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

12.6 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

Lackawanna Housing will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS, the owner and the participant will be advised to notify Lackawanna Housing to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 calendar days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency items in Section 12.7), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 calendar days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, Lackawanna Housing will abate payment and terminate the contract in accordance with Sections 12.8 and 17.0.

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, Lackawanna Housing will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0.

C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.

2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.

3. Non-emergency items must be completed within 10 calendar days of the initial inspection.

4. For major repairs, the owner will have up to 30 calendar days to complete.

D. Extensions

At the sole discretion of Lackawanna Housing, extensions of up to 30 calendar days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 calendar days after the initial inspection date, Lackawanna Housing will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

12.7 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

A. No hot or cold water

B. No electricity

C. Inability to maintain adequate heat

D. Major plumbing leak

E. Natural gas, propane, or LP gas leak

F. Broken lock(s) on first floor doors or windows

G. Broken windows that unduly allow weather elements into the unit

H. Electrical outlet smoking or sparking

I. Exposed electrical wires which could result in shock or fire

J. Unusable toilet when only one toilet is present in the unit

K. Security risks such as broken doors or windows that would allow intrusion

L. Other conditions which pose an immediate threat to health or safety.

12.8 ABATEMENT

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated as of the first day of the next month.

If the corrections of deficiencies are not made the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, Lackawanna Housing will end the abatement the day the unit passes inspection. Rent will resume the day the unit passes inspection and be paid the first day of the next month.

For participant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The particpant is held to the same standard and timeframes for correction

of deficiencies as owners. If repairs are not completed by the deadline, Lackawanna Housing will send a notice of termination to both the participant and the owner. The participant will be given the opportunity to request an informal hearing.

HAP contracts will be terminated after giving the owner thirty (30) calendar days notice from the first day of a month. It will be sent with the Notice of Abatement. Termination will end any abatement action.

13.0 [RESERVED]

14.0 RECERTIFICATION

14.0.1 CHANGES IN LEASE OR RENT

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give Lackawanna Housing a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify Lackawanna Housing of any changes in the amount of the rent at least sixty (60) calendar days before the changes go into effect. Any such changes are subject to Lackawanna Housing determining them to be reasonable.

Assistance shall not be continued unless Lackawanna Housing has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

A. Requirements governing participant or owner responsibilities for utilities or appliances;

B. In the lease terms reducing the length of the lease;

C. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of Lackawanna Housing is not required for changes other than those specified in A, B, or C above.

However, owners wishing to change ownership must receive the written permission of Lackawanna Housing prior to assigning a HAP contract. The owner shall inform Lackawanna Housing of the impending change and give the Agency 30 calendar days to review the prospective owner to make sure they are appropriate. The new owner shall meet

the same criteria as the existing owner. Approval shall not be unreasonably withheld.

14.1 ANNUAL REEXAMINATION

At least annually (within 365 calendar days of the anniversary date of the HAP contract) Lackawanna Housing will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

Lackawanna Housing will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding income, assets, deductions (eligible expenses), and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, Lackawanna Housing will determine the family's annual income and will calculate their family share.

14.1.1 Effective Date of Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30 calendar days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30 day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

14.1.2 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in

Lackawanna Housing taking action to terminate the family's assistance. If there is no response to the second letter, a termination notice will be issued to both the family and the owner. The termination notice will inform the family of its right to request an informal hearing.

14.2 INTERIM REEXAMINATIONS

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families will be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to Lackawanna Housing between regular reexaminations within 10 business days of the change. These changes will trigger an interim reexamination.

A. A member has been added to the family through birth or adoption or court-awarded custody.

B. There has been an increase in household income.

C. A household member is leaving or has left the family unit.

D. Family break-up

In circumstances of a family break-up, Lackawanna Housing will make a determination of which family member will retain the housing choice voucher, taking into consideration the following factors:

1. To whom the housing choice voucher was issued.

2. The interest of minor children or of ill, elderly, or disabled family members.

3. Whether the assistance should remain with the family members remaining in the unit.

4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, Lackawanna Housing will be

bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, Lackawanna Housing will make determinations on a case by case basis.

Lackawanna Housing will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

In order to add a household member other than through birth, adoption, or court-awarded custody (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. Lackawanna Housing will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, Lackawanna Housing will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

Families are required to report all increases and decreases in income, an increase in allowable expenses, or other changes in family circumstances, within 10 business days of the change. Upon such request, Lackawanna Housing will take timely action to process the interim reexamination and recalculate the family share.

14.2.1 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, Lackawanna Housing may schedule special reexaminations every 60 calendar days until the income stabilizes and an annual income can be determined.

14.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations

Unless there is a delay in reexamination processing caused by the family, any rent increase wll be effective the first of the second month after the month in which the family receives

notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

14.3 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT

If Lackawanna Housing makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of twenty-four (24) months. The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires unless the resident owes Lackawanna Housing money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY LACKAWANNA HOUSING

Lackawanna Housing may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

A. If the family violates any family obligations under the program;

B. If the family was evicted from housing assisted under the Section 8 program for serious violations of the lease;

C. If a family member fails to sign and submit consent forms;

D. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If Lackawanna Housing determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination;

E. Have a household member who is currently engaging in illegal use of a drug;

F. Have a household member whose pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

G. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;

H. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program;

I. If any member of the family commits drug-related or violent criminal activity in violation of Section 2.3 of this Administrative Plan and 24 CFR 982.551;

J. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;

L. Have a family member who violates any family obligations under the program;

M. Have a family member who has been evicted from federally assisted housing in the last five years;

N. Have a family member that Lackawanna Housing has ever terminated assistance for under the program;

O. Have a family member that has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

P. Currently owes rent or other amounts to Lackawanna Housing or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act;

Q. Have not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;

R. Have breached an agreement with Lackawanna Housing to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority;

S. Have engaged in or threatened abusive or violent behavior towards any Lackawanna Housing staff member or resident;

T. If a welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.

For purposes of this section, Lackawanna Housing may terminate assistance for criminal activity by a household member as authorized in this section if Lackawanna Housing determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted of such activity.

If Lackawanna Housing proposes to terminate assistance for criminal activity as shown by a criminal record, Lackawanna Housing will notify the household of the proposed action to be based on the information and must provide the person with the criminal record (i.e., the family member) and the head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in accordance with the procedures established for the Informal Hearing for Participants. The household will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing.

Any family absent from the assisted unit for more than 30 consecutive calendar days without Lackawanna Housing permission must be terminated from the program.

In circumstances of a family break-up, Lackawanna Housing will make a determination of which family member will retain the housing choice voucher, taking into consideration the following factors:

A. To whom the housing choice voucher was issued.

B. The interest of minor children or of ill, elderly, or disabled family members.

C. Whether the assistance should remain with the family members remaining in the unit.

D. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, Lackawanna Housing will be bound by the court's determination of which family members continue to receive assistance

in the program.

16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

16.1 COMPLAINTS

Lackawanna Housing will investigate and respond to complaints by participant families, owners, and the general public. Lackawanna Housing may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

16.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

Lackawanna Housing will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for Lackawanna Housing decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not Required

Lackawanna Housing will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under Lackawanna Housing subsidy standards.

2. A Lackawanna Housing determination not to approve an extension or suspension of a housing choice voucher term.

3. A Lackawanna Housing determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A Lackawanna Housing determination that a unit selected by the applicant is not in compliance with HQS.

5. A Lackawanna Housing determination that the unit is not in accordance with

HQS because of family size or composition.

6. General policy issues or class grievances.

7. Discretionary administrative determinations by Lackawanna Housing.

C. Informal Review Process

Lackawanna Housing will give an applicant an opportunity for an informal review of Lackawanna Housing decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by Lackawanna Housing other than the person who made or approved the decision under review or a subordinate of this person.

2. The applicant will be given an opportunity to present written or oral objections to Lackawanna Housing decision.

3. Lackawanna Housing will notify the applicant of Lackawanna Housing decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to deny assistance to an applicant because of action or inaction by members of the family, the Housing Agency may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial of assistance on other family members who were not involved in the action or failure.

The Housing Agency may impose, as a condition of assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Agency may permit the other members of a participant family to receive assistance.

If the Housing Agency seeks to deny assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Agency provides notice to the family of the Housing Agency determination to deny assistance. In determining whether to deny assistance for these reasons Lackawanna Housing will consider evidence of whether the household member:

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

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that Lackawanna Housing provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

16.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. Lackawanna Housing will give a participant family an opportunity for an informal hearing to consider whether the following Lackawanna Housing decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Lackawanna Housing policies:

   a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

   b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from Lackawanna Housing utility allowance schedule.

c. A determination of the family unit size under Lackawanna Housing subsidy standards.

d. A determination to terminate assistance for a participant family because of the family's action or failure to act.

e. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Lackawanna Housing policy and HUD rules.

f. Denial of a hardship exemption to the minimum rent requirement.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, Lackawanna Housing will give the opportunity for an informal hearing before Lackawanna Housing terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

Lackawanna Housing will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by Lackawanna Housing.

2. General policy issues or class grievances.

3. Establishment of Lackawanna Housing schedule of utility allowances for families in the program.

4. A Lackawanna Housing determination not to approve an extension or suspension of a housing choice voucher term.

5. A Lackawanna Housing determination not to approve a unit or lease.

6. A Lackawanna Housing determination that an assisted unit is not in compliance with HQS. (However, Lackawanna Housing will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)

7. A Lackawanna Housing determination that the unit is not in accordance with HQS because of the family size.

8. A determination by Lackawanna Housing to exercise or not exercise any right

or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this Section, Lackawanna Housing will notify the family that the family may ask for an explanation of the basis of Lackawanna Housing's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, Lackawanna Housing will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:

   a. Contain a brief statement of the reasons for the decision; and

   b. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

Lackawanna Housing and participants will adhere to the following procedures:

1. Discovery

   a. The family will be given the opportunity to examine before the hearing any Lackawanna Housing documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If Lackawanna Housing does not make the document(s) available for examination on request of the family, Lackawanna Housing may not rely on the document at the hearing.

   b. Lackawanna Housing will be given the opportunity to examine, at Lackawanna Housing's offices before the hearing, any family documents that are directly relevant to the hearing. Lackawanna Housing will be allowed to copy any such document at Lackawanna Housing's expense. If the family does not make the document(s) available for examination on request of Lackawanna Housing, the family may not rely on the document at the hearing.

      Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

a. The hearing will be conducted by any person or persons designated by Lackawanna Housing, other than a person who made or approved the decision under review or a subordinate of this person.

b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with Lackawanna Housing hearing procedures.

4. Evidence

Lackawanna Housing and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

Lackawanna Housing is not bound by a hearing decision:

a. Concerning a matter for which Lackawanna Housing is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under Lackawanna Housing hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

c. If Lackawanna Housing determines that it is not bound by a hearing decision, Lackawanna Housing will notify the family within 14

calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Agency may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Agency may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Agency may permit the other members of a participant family to continue receiving assistance.

If the Housing Agency seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Agency provides notice to the family of the Housing Agency determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons Lackawanna Housing will consider evidence of whether the household member:

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

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that Lackawanna Housing provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

17.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the participant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Authority. Under some circumstances the contract automatically terminates.

A. Termination of the lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Authority after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 calendar days).

2. By the owner.

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person in accordance with this section if the owner determines that the covered person has engaged in a criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

If the law and regulation permit the owner to take an action but do not require action to be taken, the owner may take or not take the action in accordance with the owner's standards for eviction. The owner may consider all of the circumstances relevant to a particular eviction case, such as:

a. The seriousness of the offending action;

b. The effect on the community of denial or termination or the failure of the owner to take such action;

c. The extent of participation by the leaseholder in the offending action;

d. The effect of denial of admission or termination of tenancy on household members not involved in the offending activity;

e. The demand for assisted housing by families who will adhere to lease responsibilities;

f. The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;

g. The effect of the owner's action on the integrity of the program.

The owner may require a family to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

In determining whether to terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the owner may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the owner may require the participant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

The owner's termination of assistance actions must be consistent with the fair housing and equal opportunity provision of 24 CFR 5.105.

a. The owner may terminate the lease during its term on the following grounds:

    i. Serious or repeated violations of the terms or conditions of the lease;

    ii. Violation of Federal, State, or local law that impose obligations on the participant in connection with the occupancy or use of the unit and its premises;

    iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other

persons (including property management staff) residing on the premises or in the immediate vicinity of the premises;

iv. Any drug-related or violent criminal activity engaged in on or near the premises by any resident, household member, or guest, or such activity engaged in on the premises by any other person under the tenant's control, is grounds for the owner to terminate tenancy;

v. When the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

vi. If a participant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.

vii. If the tenant is violating a condition of probation or parole imposed under Federal or State law.

viii. Other good cause. Other good cause may include, but is not limited to:

(1) Failure by the family to accept the offer of a new lease;

(2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

(3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;

(4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a

higher rental amount.

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person in accordance with this section if the owner determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the participant by instituting court action. The owner must give Lackawanna Housing a copy of any owner eviction notice to the participant at the same time that the owner gives the notice to the participant.

d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing 30 days notice to the family that the lease term will not be renewed.

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

1. Automatic termination of the Contract

a. If Lackawanna Housing terminates assistance to the family, the contract terminates automatically.

b. If the family moves out of the unit, the contract terminates automatically.

c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State

and local law.

3. Termination of the HAP contract by Lackawanna Housing

The Housing Agency may terminate the HAP contract because:

a. The Housing Agency has terminated assistance to the family.

b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

c. When the family breaks up and Lackawanna Housing determines that the family members who move from the unit will continue to receive the assistance.

d. Lackawanna Housing determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

e. The owner has breached the contract in any of the following ways:

i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.

ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.

iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.

v. If the owner has engaged in drug trafficking.

f. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Agency will continue to make payments until the owner obtains a judgment or the family moves out.

18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for Lackawanna Housing to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with federal and State law.

Lackawanna Housing Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to $25,000 for authorized expenditures.

Any item(s) exceeding $25,000 will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

19.0 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of Lackawanna Housing against costs associated with any judgment of infringement of intellectual property rights.

20.0 LACKAWANNA HOUSING OWNED HOUSING

Units owned by Lackawanna Housing and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with Federal regulation, Lackawanna Housing will do the following:

A. Lackawanna will make available through the briefing process both orally and in writing the availability of Lackawanna Housing owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).

B. Lackawanna Housing will obtain the services of an independent entity to perform the following Lackawanna Housing functions:

1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and Lackawanna Housing.

2. To assist the family in negotiating the rent.

3. To inspect the unit for compliance with HQS.

C. Lackawanna Housing will gain HUD approval for the independent agency/agencies utilized to perform the above functions.

D. Lackawanna Housing will compensate the independent agency/agencies from our ongoing administrative fee income.

E. Lackawanna Housing, or the independent agency/agencies, will not charge the family any fee or charge for the services provided by the independent agency.

21.0 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, Lackawanna Housing will regularly (at least annually) review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program (SEMAP) for our size housing agency.

Among the areas that shall have quality control reviews are the following:

A. The proper people were selected from the waiting list and their selection criteria were actually met by the applicants.

B. The determination of rent reasonableness.

C. Participants are paying the appropriate rent and their income and expenses were properly verified both upon admission and re-certification.

D. HQS inspections were properly made.

E. HQS deficiencies were properly followed up on and appropriate repairs were made in a timely manner.

If significant errors are found during a quality control review, then appropriate training shall be immediately conducted for the person or persons who made the errors and that person shall correct all of his or her errors.

22. HOMEOWNERSHIP OPTION

22.1 PURPOSE

Lackawanna Housing's homeownership option is designed to promote and support homeownership by a ''first-time'' homeowner -- a family that meets the definition in this Plan. It allows one or more members of the family to purchase a home. Section 8 payments supplement the family's own income to facilitate the transition from rental to homeownership. The initial availability of these assistance payments helps the family pay the costs of homeownership, and may provide additional assurance for a lender, so that the family can finance purchase of the home.

Section 8 homeownership assistance for a cooperative homeowner is specifically authorized for both families that are first time cooperative homeowners and families that owned its cooperative unit prior to receiving Section 8 assistance.

22.2 FAMILY PARTICIPATION REQUIREMENTS

A. In order to assure a successful transition from rental to homeownership, this program shall be open only to those who have been assisted by the Section 8 rental assistance program, lived in public housing, or resided in another Lackawanna Housing owned or managed property for at least nine months. During this period (the previous nine months), all program requirements will have been complied with.

B. Only 5**%** of Lackawanna Housing's vouchers shall be utilized at any one time.

C. The family is qualified to participate as set forth in Section 23.3 of this policy.

D. The unit to be purchased is eligible as set forth in Section 23.4 of this policy.

E. The family has satisfactorily completed the required pre-assistance homeownership counseling.

F. If located in a special flood hazard area, the purchaser has obtained flood insurance on the home and agrees to maintain this insurance.

22.3 FAMILY ELIGIBILITY REQUIREMENTS

A. The family has been admitted to the Section 8 Housing Choice Voucher program and desires to participate in the homeownership program.

B. At the commencement of homeownership assistance the family must be one of the following:

1. A first-time homeowner;

2. A cooperative member; or

3. A family of which a family member is a person with disabilities, and the use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person.

C. At commencement of homeownership assistance for the family, the family must demonstrate that its total annual income (gross income), as determined by Lackawanna Housing, of all the adult family members who will own the home at commencement of homeownership assistance is not less than the Federal minimum hourly wage multiplied by 2,000 hours. However, in the case of disabled families, the minimum income shall be equal to the monthly Federal Supplemental Security Income (SSI) for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve. (Jan 28, 2003)

Except in the case of an elderly family or a disabled family, Lackawanna Housing shall not count any welfare assistance received by the family in determining annual income under this section.

The disregard of welfare assistance income under the preceding paragraph only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance in accordance with this section, but does not affect:

1. The determination of income-eligibility for admission to the housing choice voucher program;

2. Calculation of the amount of the family's total tenant payment (gross family contribution); or

3. Calculation of the amount of homeownership assistance payments on behalf of the family.

In the case of an elderly family or a disabled family, welfare assistance shall be counted in determining annual income.

D. The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:

1. Is currently employed on a full-time basis (the term ``full-time employment" means not less than an average of 30 hours per week); and

2. Has been continuously so employed during the year before commencement of homeownership assistance for the family.

This requirement shall be considered fulfilled if:

1. The family member is self-employed and earning a net income (income after business expenses have been deducted) that equals the federal minimum hourly wage multiplied by 2000 hours; or

2. Any employment interruptions either were not the fault of the family member or were for less than 30 days and caused by an effort to improve the family's situation.

The employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family other than an elderly family or a disabled family, includes a person with disabilities, an exemption from the employment requirement shall be granted if Lackawanna Housing determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

E. Lackawanna Housing shall not commence homeownership assistance for a family if any family member has previously received assistance under the homeownership option, and has defaulted on a mortgage securing debt incurred to purchase the home.

F. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.

G. Except for cooperative members who have acquired cooperative membership shares

prior to the commencement of homeownership assistance, the family has entered a contract of sale.

22.4 ELIGIBLE UNITS

A. Any unit that is eligible under the Section 8 rental assistance program is eligible for this program. The types of units eligible are:

1. Single family dwellings;

2. Condominiums;

3. Cooperatives; and

4. Manufactured Housing and their pads (must have at least a permanent foundation and at least a 40-year lease) (Jan 28, 2003).

B. The unit must be either existing or under construction (the footers have been poured) at the time the family enters into the contract of sale. (Jan. 28, 2003)

C. The unit must be either a one unit property or a single dwelling unit in a cooperative or condominium.

D. The unit must satisfy the housing quality standards (HQS) and have been inspected by an independent inspector designated and paid for by the family.

E. The seller cannot be someone who has been debarred, suspended, or is subject to a limited denial of participation by HUD.

F. If the unit is owned by Lackawanna Housing or by an entity substantially controlled by the Agency, the following additional conditions must be met:

1. The purchasing family must verify in writing that it is purchasing the units without any housing authority steering or pressure; and

2. An independent agency, approved by HUD must perform the following functions for this type of sale:

a. Inspect the units for HQS compliance;

b. Review the independent inspection report;

c. Review the sales contract; and

d. Determine the reasonableness of the sale price and any housing authority provided financing.

22.5 SEARCHING FOR A NEW HOME

Because the financial health of Lackawanna Housing's Section 8 program depends upon having units either under lease or being purchased, it is necessary for Lackawanna Housing to limit the amount of time a family can take between the time a Housing Choice Voucher is issued to the family and the time a home is identified that the family wishes to purchase. Normally, families will have up to sixty (60) calendar days to locate an appropriate property and notify the housing authority. If extraordinary difficulties are encountered, the family can request up to two (2) thirty (30) day extensions that may be granted at the sole discretion of Lackawanna Housing. If an extension is requested and granted, the family will orally report to the housing authority every two weeks to update Lackawanna Housing on the progress of its search.

Once a suitable property has been identified and an agreement to purchase contract entered into, Lackawanna Housing will determine a maximum time in which the closing must occur and the family to take occupancy of the property. This time frame will vary depending on market conditions.

If the family is unable to locate a suitable home to purchase, it can request that the Housing Choice Voucher be converted into a rental assistance voucher. This request must be made before the housing choice voucher expires. Approval of the request will be at the sole discretion of Lackawanna Housing with the decision being based on the effort exerted by the family and the condition of the marketplace.

Additional time will be granted to a disabled family as a reasonable accommodation if justified by the family's actions and/or marketplace conditions.

22.6 HOMEOWNERSHIP COUNSELING

Before the commencement of homeownership assistance for a family, the family must attend and satisfactorily complete a pre-assistance homeownership and housing counseling program required by Lackawanna Housing (pre-assistance counseling). If possible, the counseling will be conducted by a HUD-approved counseling agency. If this is not available, the housing authority shall make other arrangements for the pre-assistance counseling.

Among the topics to be covered in the PHA-required pre-assistance counseling program are:

A. Home maintenance (including care of the grounds);

B. Budgeting and money management;

C. Credit counseling;

D. How to negotiate the purchase price of a home;

E. How to obtain homeownership financing and loan preapprovals, including a description of types of financing that may be available, and the pros and cons of different types of financing;

F. How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;

G. Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;

H. Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and

I. Information about the Real Estate Settlement Procedures Act (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

Lackawanna Housing will also offer additional counseling after commencement of homeownership assistance (ongoing counseling). This counseling will be voluntary for all homeownership assistance recipients except those requesting their second, fourteenth and fifteenth years of assistance. The reason for this mandatory counseling is to make sure the families are either off to a good start or preparing for the termination of their assistance.

22.7 HOME INSPECTIONS

Lackawanna Housing will not commence homeownership assistance for a family until it has inspected the unit and has determined that the unit passes HQS.

The unit must also be inspected by an independent professional inspector selected by and paid by the family. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components. Lackawanna Housing may not require the family to use an independent inspector selected by

the housing authority. The independent inspector may not be a housing authority employee or contractor, or other person under control of the housing authority. The independent inspector shall be certified by the American Society of Home Inspectors or one whose inspections are accepted by three local lenders. It shall be the responsibility of the inspector to verify that the inspector meets this certification qualification.

The independent inspector must provide a copy of the inspection report both to the family and to Lackawanna Housing. The housing authority will not commence homeownership assistance for the family until it has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under Lackawanna Housing's tenant-based rental voucher program), the housing authority shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

22.8 CONTRACT OF SALE

Before commencement of homeownership assistance, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give Lackawanna Housing a copy of the contract of sale.

The contract of sale must:

A. Specify the price and other terms of sale by the seller to the purchaser.

B. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.

C. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.

D. Provide that the purchaser is not obligated to pay for any necessary repairs.

E. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation.

22.9 FINANCING THE PURCHASE OF THE HOME

A. A purchasing family must invest at least three percent of the purchase price of the home they are buying in the property. This can take the form of either a down payment, closing costs, or a combination of the two. Of this sum, at least one percent of the purchase price must come from the family’s personal resources.

B. The family must qualify for the mortgage loan under a lender’s normal lending

criteria taking into account the fact that this is by definition a low-income family.

C. If the home is purchased using FHA mortgage insurance, it is subject to FHA mortgage insurance requirements.

D. If the loan is financed either by the seller or a non-traditional mortgage lending institution or individual, the loan shall be subject to the review of Lackawanna Housing. The housing authority may verify that there are no unusual or onerous requirements in the loan documents and that the mortgage is affordable to the purchasing family. Also, the lender must require that an appraisal of the property is conducted and the appraiser must determine that the property is worth at least as much as the purchaser is paying.

E. Unless the purchaser can convince Lackawanna Housing of unusual circumstances, no balloon payment mortgages or variable rate mortgages shall be allowed in the program.

F. All mortgage loans must close within the period of time established by Lackawanna Housing at the time the purchaser and seller enter into their sale contract.

22.10 REQUIREMENTS FOR CONTINUING ASSISTANCE

Homeownership assistance will only be paid while the family is residing in the home. If the family moves out of the home, Lackawanna Housing will not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

The family must comply with the following obligations:

A. The family must attend and complete ongoing homeownership and housing counseling before the end of the first, thirteenth and fourteenth years of assistance in order for assistance to continue.

B. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).

C. As long as the family is receiving homeownership assistance, use and occupancy of the home is subject to the following requirements:

1. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

2. The composition of the assisted family residing in the unit must be approved

by Lackawanna Housing. The family must promptly inform the housing authority of the birth, adoption or court-awarded custody of a child. The family must request housing authority approval to add any other family member as an occupant of the unit. No other person (i.e., nobody but members of the assisted family) may reside in the unit (except for a foster child or live-in aide).

3. The family must promptly notify Lackawanna Housing if any family member no longer resides in the unit.

4. If Lackawanna Housing has given approval, a foster child or a live-in-aide may reside in the unit.

5. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.

6. The family must not sublease or let the unit.

7. The family must not assign the mortgage or transfer the unit.

8. The family must supply any information or certification requested by the housing authority to verify that the family is living in the unit, or relating to family absence from the unit, including any housing authority requested information or certification on the purposes of family absences. The family must cooperate with the housing authority for these purposes. The family must promptly notify the housing authority of their absence from the unit.

D. The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.

E. Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with Paragraph C above. In the case of a divorce or family separation, the assistance shall follow what a court decrees.

F. The family shall supply Lackawanna Housing with any required information requested by the housing authority. In particular this shall include information relating to the following:

1. Citizenship or related immigration matters;

2. Family income and composition;

3. Social security numbers;

4. Any mortgage or other debt placed on the property;

5. Any sale or other transfer of any interest in the home; and

6. The family's homeownership expenses.

G. The family must notify the housing authority before the family moves out of the home.

H. The family must notify Lackawanna Housing if the family defaults on a mortgage securing any debt incurred to purchase the home.

I. During the time the family receives homeownership assistance under this program, no family member may have any ownership interest in any other residential property.

J. Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.

K. The family must secure the written permission of Lackawanna Housing before it refinances any debt secured by the home or places any additional secured debt on the property.

L. The family must assure Lackawanna Housing that all real estate taxes were paid on a timely basis. If they are not paid, assistance shall be terminated.

22.11 MAX IMUM TERM OF HOMEOWNERSHIP ASSISTANCE

A. Except in the case of a family that qualifies as an elderly or disabled family, family members shall not receive homeownership assistance for more than fifteen years if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or ten years, in all other cases.

B. The maximum term described in the proceeding paragraph applies to any member of

the family who has an ownership interest in the unit during the time the homeownership payments are made or is the spouse of any member of the household who has an ownership interest during the time the homeownership payments are made.

C. As noted in Paragraph A of this Section, the maximum homeownership assistance term does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this program).

D. If the family has received such assistance for different homes, or from different housing authorities, the total of such assistance terms is subject to the maximum term described in Paragraph A of this section.

22.12 AMOUNT AND DISTRIBUTION OF HOMEOWNERSHIP ASSISTANCE

A. While the family is residing in the home, Lackawanna Housing shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

1. The payment standard minus the total tenant payment; or

2. The family's monthly homeownership expenses minus the total tenant payment.

B. The payment standard for a family is the lower of:

1. The payment standard for the family unit size; or

2. The payment standard for the size of the home.

If the home is located in an exception payment standard area, Lackawanna Housing will use the appropriate payment standard for the exception payment standard area.

The payment standard for a family is the greater of:

1. The payment standard (as determined in accordance with Paragraph A of this

section) at the commencement of homeownership assistance for occupancy of the home; or

2. The payment standard (as determined in accordance with Paragraph A of this section) at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

Lackawanna Housing will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental voucher program.

C. A family's homeownership expenses shall include the following items:

1. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;

2. Real estate taxes and public assessments on the home;

3. Home insurance;

4. Maintenance expenses of **$25.00** per month;

5. An allowance of **$50.00** a month for costs of major repairs and replacements;

6. Lackawanna Housing's utility allowance for the home; and

7. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

D. Homeownership expenses for a cooperative member may only include amounts to cover:

1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;

2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;

3. Home insurance;

4. The PHA allowance for maintenance expenses;

5. The PHA allowance for costs of major repairs and replacements;

6. The PHA utility allowance for the home; and

7. Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

E. If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

F. Lackawanna Housing will pay homeownership assistance payments directly to the lender on behalf of the family unless the lender does not want the payment to be made directly to them. If there is any excess assistance, it will be paid to the family.

G. Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment on behalf of the family. However, Lackawanna Housing retains the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

22.13 HOMEOWNERSHIP PORTABILITY

A. A family may qualify to move outside the initial Lackawanna Housing's jurisdiction with continued homeownership assistance under the voucher program. Families determined eligible for homeownership assistance by Lackawanna Housing may purchase a unit outside our jurisdiction, if:

1. They meet our normal requirements for portability under the rental program;

2. The receiving housing authority is administering a voucher homeownership

program and the family meets the receiving housing authority's eligibility requirements; and

3. The receiving housing authority is accepting new homeownership families.

B Conversely, if Lackawanna Housing has slots open in our homeownership program we will accept homeowners exercising portability from another program and absorb such families if possible.

C. In general, the portability procedures described previously in this Administrative Plan apply to the homeownership option. The administrative responsibilities of the initial and receiving housing authorities are not altered except that some administrative functions (e.g., issuance of a voucher or execution of a tenancy addendum) do not apply to the homeownership option.

D. The family must attend the briefing and counseling sessions required by the receiving housing authority. The receiving housing authority will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving housing authority must promptly notify the initial housing authority if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the housing authority.

E. Continued assistance under portability procedures is the next Section of this Administrative Plan.

22.14 MOVING WITH CONTINUED TENANT-BASED ASSISTANCE

A. A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance. The family may move either with voucher rental assistance (in accordance with rental assistance program requirements) or with voucher homeownership assistance (in accordance with homeownership option program requirements). Lackawanna Housing will not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home. No more than one move per year may occur in the program.

B. Lackawanna Housing must be able to determine that all initial requirements have been satisfied if a family that has received homeownership assistance wants to move to a new unit with continued homeownership assistance. However, the following requirements do not apply:

1. The requirement for pre-assistance counseling is not applicable.

2. The requirement that a family must be a first-time homeowner is not applicable.

C. Lackawanna Housing may deny permission to move with continued assistance in the following circumstances:

1. Lackawanna Housing may deny permission to move with continued rental or homeownership assistance if the housing agency determines that it does not have sufficient funding to provide continued assistance.

2. At any time, Lackawanna Housing may deny permission to move with continued rental or homeownership assistance in accordance with the next Section.

22.15 DENIAL OR TERMINATION OF ASSISTANCE FOR FAMILIES

A. At any time, Lackawanna Housing may deny or terminate homeownership assistance in accordance with the same rules at it utilizes for the rental program.

B. The same restrictions on admission or continued assistance in regards to criminal activities shall apply to the homeownership program as the rental program.

C. Lackawanna Housing may deny or terminate assistance for violation of participant obligations as previously described for the rental program.

D. Lackawanna Housing shall terminate housing choice voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. Lackawanna Housing, in its discretion, may permit the family to move to a new unit with continued housing choice voucher rental assistance if the family can show that the default was for reasons beyond its control. However, the housing agency will deny such permission, if:

1. The family defaulted on an FHA-insured mortgage; and

2. The family fails to demonstrate that:

a. The family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and

b. The family has moved from the home within the period established or approved by HUD.

23.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

23.1 PURPOSE

This Code of Conduct establishes standards for all officers, employees and agents; conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the officers, employees and agents of Lackawanna Housing, this Policy sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Agency.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual officer's, employee's and agent's right to privacy and the right to participate freely in a democratic society and economy.

23.2 CONFLICT OF INTEREST

In accordance with 24 CFR 982.161, neither Lackawanna Housing nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect:

A. Any officers of Lackawanna Housing;

B. Any employee of Lackawanna Housing or any contractor, subcontractor or agent of Lackawanna Housing who formulates policy or who influences decisions with respect to the programs;

C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to Lackawanna Housing's programs; or

D. Any member of the Congress of the United States.

Any member of the classes described in A, B, C, or D, must disclose their interest or prospective interest to Lackawanna Housing and the U.S. Department of Housing and Urban Development (HUD).

The Conflict of Interest prohibition under this section (23.2) may be waived by the HUD Field Office upon the request of Lackawanna Housing for good cause.

23.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS

No officer or Agency employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having any value regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Agency.

23.4 AGENCY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THE HOUSING AUTHORITY CODE OF CONDUCT

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in Lackawanna Housing's Personnel Policy or as determined by action of the Board of Commissioners.

24.0 SUPPORT FOR OUR ARMED FORCES

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. Lackawanna Housing is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, Lackawanna Housing wants to support these brave warriors in the following manners:

A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income. The presence of the temporary guardian will need to be approved by the landlord.

B. Although typically a criminal background check is required before anyone can participate in the housing choice voucher program, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves into the assisted unit. If the results of the check dictate that the person in ineligible for the program, the family shall be given a reasonable time to find a replacement temporary guardian.

C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, Lackawanna Housing will expeditiously re-evaluate a resident's

portion of the rent if requested to do so.

D. A unit cannot be held by a family that is not residing in it as their primary residence for more than 180 consecutive calendar days because of a specific federal regulation. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service. If the service extends beyond 180 calendar days, Lackawanna Housing will seek a waiver of the 180 day limit from HUD.

25.0 ANTI-FRAUD POLICY

Lackawanna Housing is fully committed to combating fraud in its Section 8 housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading Lackawanna Housing. It results in the inappropriate expenditure of public funds and/or a violation of Section 8 requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. Lackawanna Housing shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, Lackawanna Housing shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

A. Require the resident to immediately repay the amount in question;

B. Require the resident to enter into a satisfactory repayment agreement;

C. Terminate the resident's rental assistance;

D. Refer the case for criminal prosecution; or

E. Take such other action as Lackawanna Housing deems appropriate.

26.0 PROJECT-BASING HOUSING VOUCHERS

26.1 SELECTION OF PROPERTIES TO PROJECT-BASE

Lackawanna Housing has determined that project-basing some of its housing vouchers (not to exceed 20% of the inventory) is in the community interest. This effort is an appropriate option because it will deconcentrate poverty and expand housing and economic opportunity. The specifics of what the Agency is seeking will be contained in an advertisement published in the manner prescribed by HUD that varies depending upon whether the units to be brought into the program are new construction, rehabilitated, or existing units. The actual selection of the units to be project-based shall also be in full accordance with HUD requirements.

26.2 OPERATION OF PROJECT-BASED PROPERTIES

Project-based vouchers shall operate the same as tenant-based vouchers with the following exceptions.

A. Project-Based Waiting List

Lackawanna Housing shall use a separate waiting list for admission to the Project-Based Section 8 Assistance Program. All applicants will be maintained by bedroom size, then preference and date and time of application. If an applicant rejects an offer of assistance of the Project-Based Assistance Program, the rejection will not alter the applicant's position on the Section 8 Voucher Tenant Based Assistance Program. **[Note: one can also use their regular waiting list]**

The waiting list for the Project-Based Section 8 Assistance Program will be maintained in accordance with the following guidelines:

1. The application will be a permanent file.

2. All applications will be maintained by bedroom size, preference and then in order of date and time of application.

3. Substantive contacts between Lackawanna Housing and the applicant will be documented in the applicant file.

B. Admission Preferences

[Separate preferences can be established for project-based properties.]

C. Selection from the Waiting List

If an applicant is removed from the Project-Based Assistance Program waiting list because of the rejection of an offer of a unit, the rejection will not alter the applicants'

position on the Section 8 Tenant Based Assistance Program waiting list. Likewise, if the owner rejects the available applicant, the rejection will not be counted against the one unit offer and the family will maintain their position on the Project-Based Section 8 Assistance Program. The owner must promptly notify Lackawanna Housing in writing any rejected applicant of the grounds for any rejection.

Under this plan, the first qualified applicant in sequence on the Section 8 Project-Based Assistance Program waiting list will be made an offer of project-based assistance based on the unit size available. If the available unit being offered is specifically designed for persons with mobility, sight and/or hearing impairments (referred to as accessible units), Lackawanna Housing will skip over families not requiring the accessible unit to reach a family who does require such accommodation. Non-mobility impaired families will be offered these units if no family on the waiting list requires these features. The applicant family will only have one chance to accept a unit offer. If the applicant family rejects the offer, his or her name will be removed from the waiting list and he or she would have to re-apply. The applicant family will be notified in writing of the reason they are being removed from the waiting list and their right to an informal review as described in Section 4.10.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

Lackawanna Housing will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

All Section 8 Tenant Based Assistance waiting list families who want project-based units will be permitted to place their names on the Section 8 Project-Based Assistance Program waiting list.

Not withstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income (unless a different target is agreed to by HUD), Lackawanna Housing retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Agency will monitor incomes of newly admitted families and the income of the families on the waiting list.

D. Project-Based Briefing

When Lackawanna Housing selects a family from the waiting list, the family will be invited to attend a briefing explaining how the project-based program works. In order to be eligible for a vacant unit, all adult family members are required to attend the

briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, Lackawanna Housing will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, Lackawanna Housing will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

1. A description of how the program works;

2. Family and owner responsibilities;

3. The fact that the subsidy is tied to the unit. After the initial 12-month period, the family has the right to move and be issued a tenant-based voucher.

E. Project-Based Briefing Packet

During the briefing, the Agency will give the family a packet covering at least the following subjects:

1. How the Agency determines the housing assistance payment and total tenant payment for the family (including a copy of the utility allowances);

2. A statement of the Agency's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Agency to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses;

3. The HUD-required lead-based paint brochure;

4. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;

5. The family and owner responsibilities under the lease and HAP contract;

6. The grounds upon which the Agency may terminate assistance because of the

family's action or inaction; and

7. Lackawanna Housing informal hearing procedures, including when the Agency is required to provide the opportunity for an informal hearing, and information on how to request a hearing.

F. Moves with Continued Assistance

Participant families that are assisted with project-based assistance may move from the assisted building, and retain federal housing assistance if the assisted family has occupied the dwelling unit with the project-based voucher assistance for 12 months and has given the owner proper notice to vacate. Lackawanna Housing must provide the family with a Housing Choice Voucher. If no such assistance is available at the time the family moves, Lackawanna Housing will give the family priority to receive the next available tenant based voucher. Vouchers under funding allocations targeted by HUD for special purposes (e.g., Family Unification, Mainstream, Welfare-to-Work) are not available for this purpose, since they are required to be used only for the targeted purpose.

G. Rent Reasonableness/Comparability

Lackawanna Housing will not enter an agreement to enter into a housing assistance payments contract until the Agency determines that the initial rent to owner under the HAP contract is a reasonable rent.

In making a rent reasonableness determination, Lackawanna Housing must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, the Agency must consider:

1. The location, quality, size, unit type, and age of the contract unit; and

2. Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

a. Initial Rent

To determine that the initial rent to the owner is reasonable, the Agency must use a qualified State-certified appraiser who has no direct or indirect interest in the property or otherwise.

For each unit type, the appraiser must submit a completed comparability analysis on Form HUD-92273 (Estimates of Market Rent by Comparison) for Lackawanna Housing review and approval.

The appraiser must use at least three comparable units from the private unassisted market.

For units that are not HUD-insured or Agency owned, Lackawanna Housing approves the initial rent to owner.

For units that are insured or Agency owned, HUD must approve the initial rents.

b. Annual Adjustment of Rent to Owner

Lackawanna Housing at each annual anniversary date of the HAP contract will adjust the rent to owner in accordance with an owner's written request for a rent increase at least 120 calendar days before the HAP contract anniversary that includes a comparability study to determine the amount of such increase and a determination by Lackawanna Housing that the owner has complied with all requirements of the HAP contract, including compliance with the HQS for all contract units.

c. Amount of Annual Adjustment

The adjusted rent to owner (for AHAP's in existence prior to January 16, 2001) equals the lesser of:

i. The pre-adjustment rent to owner multiplied by the applicable Section 8 annual adjustment factor published by HUD in the Federal Register;

ii. The reasonable rent as determined by Lackawanna Housing in accordance with 24 CFR 983.256 as follows:

1. In determining the annual adjustment of rent to owner, the adjusted rent to owner must not exceed a reasonable rent as determined by Lackawanna Housing "comparability study."

2. The comparability study is an analysis of rents charged for comparable units. The Agency comparability study must determine the reasonable rent for the contract units as compared with rents for comparable unassisted units. The adjusted rent for a contract unit may not exceed the reasonable rent as

shown by the comparability study.

3. The comparability will include a completed comparability analysis for each unit type on Form HUD-92273 (Estimates of Market Rent by Comparison). The comparability study may be prepared by Agency staff or by another qualified appraiser. The appraiser may not have any direct or indirect interest in the property or otherwise.

4. The comparability study must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units.

5. If the owner requests a rent increase by the 120-day deadline, the Agency must submit a comparability study to the owner at least 60 calendar days before the HAP contract anniversary.

iii. The rent requested by the owner.

For a HAP contract under an Agreement executed on or after June 1, 1998, the applicable factor is the published annual adjustment factor in effect 60 calendar days before the HAP contract anniversary. For a HAP contract under an Agreement executed before June 1, 1998, the applicable factor is the published annual adjustment factor in effect on the contract anniversary date.

In making the annual adjustment, the pre-adjustment rent to owner does not include any previously approved special adjustment.

The rent to owner may be adjusted up or down but will not be less than the initial rent to owner except as necessary to correct errors in establishing the initial rent in accordance with HUD requirements.

For Lackawanna Housing owned units, the Agency must request HUD approval of the annual adjustment. The Agency will not increase the rent at the annual anniversary until and unless HUD has reviewed the Agency comparability study,

and has approved the adjustment.

The adjusted rent to owner (for AHAP's after January 16, 2001) is solely equal to the reasonable rent as determined by Lackawanna Housing in accordance with 24 CFR 983.256 as follows:

1. In determining the annual adjustment of rent to owner, the adjusted rent to owner must not exceed a reasonable rent as determined by Lackawanna Housing "comparability study."

2. The comparability study is an analysis of rents charged for comparable units. The Agency comparability study must determine the reasonable rent for the contract units as compared with rents for comparable unassisted units. The adjusted rent for a contract unit may not exceed the reasonable rent as shown by the comparability study.

3. The comparability will include a completed comparability analysis for each unit type on Form HUD-92273 (Estimates of Market Rent by Comparison). The comparability study may be prepared by Agency staff or by another qualified appraiser. The appraiser may not have any direct or indirect interest in the property or otherwise.

4. The comparability study must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units.

5. If the owner requests a rent increase by the 120-day deadline, the Agency must submit a comparability study to the owner at least 60 calendar days before the HAP contract anniversary.

d. Special Adjustment of Rent to Owner (for AHAP's in existence prior to January 16, 2001)

At HUD's sole discretion, HUD may approve a special adjustment of the rent to owner. Lackawanna Housing may only make a special adjustment of the

rent to owner if HUD has approved the adjustment. The owner does not have any right to receive a special adjustment.

A special adjustment may only be approved to reflect increases in the actual and necessary costs of owning and maintaining the contract units because of substantial and general increases in:

i. Real property taxes;

ii. Special governmental assessments;

iii. Utility rates; or

iv. Cost of utilities not covered by regulated rates.

A special adjustment may only be approved if and to the extent the owner demonstrates that cost increases are not adequately compensated by application of the published annual adjustment factor at the contract anniversary. The owner must demonstrate that the rent to owner is not sufficient for proper operation of the housing.

The adjusted rent may not exceed the reasonable rent as determined by a comparability study.

The Agency may withdraw or limit the term of any special adjustment. If a special adjustment is approved to cover temporary or one-time costs, the special adjustment is only a temporary or one-time increase of the rent to owner.

H. Maximum Subsidy

For the project-based housing program, the maximum Total Tenant Payment shall not exceed 30% of the family's adjusted monthly income.

I. Setting the Payment Standard

The HAP contract shall establish gross rents (rent to owner plus the allowance for tenant-paid utilities) that do not exceed 110 percent of the established Fair Market Rent (FMR), or any HUD-approved "exception payment standard" (i.e., a payment standard amount that exceeds 110 percent of the published FMR) for the area where the housing is located.

If a unit has been allocated a low-income housing tax credit under the Internal

Revenue Code of 1986 at 26 U.S.C. 42, but is not located in a "qualified census tract" as defined in the law, the rent to owner may be established at any level that does not exceed the rent charged for comparable units in the same building that receive the tax credit but do not have additional rental assistance.

Within the limitations mentioned above, the initial rent to the owner may differ from payment standard amounts in the payment standard schedule adopted for Lackawanna Housing 's tenant based voucher program. However, just as in the regular tenant based program, the initial and adjusted rent to owner must be reasonable in relation to rents charged in the private market for comparable unassisted units.

J. Assistance and Rent Formulas

The housing assistance payment is calculated in accordance with 24 CFR 983.260 as the gross rent minus the total tenant payment. The family share is calculated in accordance with 24 CFR 983.261 by subtracting the amount of the HAP from the gross rent.

K. Lead-Based Paint

Project-Based housing choice vouchers must comply with the typical HUD requirements for lead-based paint in housing units (24 CFR 35.700-730). In order for Lackawanna Housing to issue the project-based vouchers, the owner must supply the Agency with proof that all lead-based paint requirements have been complied with.

L. Police and Security Personnel

Section 8 Project-based assistance may be provided to police officers and security personnel who would otherwise not be eligible for housing assistance. Owners are required to apply to HUD (Field Office) for authorization to house over-income police officers and other security personnel in assisted units. The request must include:

1. A statement demonstrating the need for increased security at the development.

2. The proposed gross rent by unit size.

3. Any special conditions for occupancy.

27.0 HOUSING CONVERSION ACTIONS (ENHANCED AND REGULAR HOUSING CHOICE VOUCHERS)

Housing conversion actions are:

A. Owner decisions to opt-out of or not renew Section 8 project-based contracts (opt-outs);

B. Owner prepayments of the mortgage or the voluntary termination of the mortgage insurance of a preservation eligible property (preservation prepayments);

C. HUD enforcement actions against owners (including the termination or non-renewal of a Section 8 project-based housing assistance payments (HAP) contract); and

D. HUD property disposition activities.

Depending on the type of Housing Conversion Action, eligible families receive either regular voucher assistance or enhanced voucher assistance. Enhanced voucher assistance under Section 8(t) of the United States Housing Act of 1937 differs from regular housing choice voucher assistance in two major respects if the participant remains in the effected property. First, it will establish a new "minimum rent" equal to the rent the family was paying at the time of the eligibility event, and second it may establish an enhanced payment standard that exceeds Lackawanna Housing's normal payment standard.

Specifically, the following actions constitute "housing conversion actions":

A. Preservation Prepayments

When the owner prepays the mortgage or voluntarily terminates the mortgage insurance of preservation eligible properties (generally Section 236 and Section 221(d)(3) properties) certain residents are eligible for enhanced voucher assistance.

B. Project-based Opt-outs

When an owner chooses to end participation in certain programs by either opting-out of or not renewing certain expiring Section 8 contracts, eligible low-income residents assisted under the expiring Section 8 project-based contract are eligible for enhanced voucher assistance. The opt-out category includes cases where Section 8 contracts in restructured properties are converted to tenant-based assistance in accordance with section 515(c) of the Multifamily Assisted Housing Reform and Affordability Act of 1997. In the case of a 515(c) opt-out only, all families assisted under the expiring contract are income-eligible for enhanced voucher assistance.

Eligible low-income residents assisted under a rent supplement contract under Section 101 of the Housing and Urban Development Act of 1965 that ends at the expiration of a Section 8 HAP contract for units in the property are also eligible for enhanced voucher assistance. In a case where a rent supplement contract ends and there is not an expiring Section 8 project-based contract at the property, regular vouchers are provided to the eligible low-income families covered by the rent supplement contract, subject to availability of appropriations.

C. HUD Enforcement Actions

When there is a HUD-originated termination action, HUD is either terminating the Section 8 project-based HAP contract or not offering the owner the option to renew an expiring Section 8 project-based HAP contract due to an owner's failure to comply with the terms of the HAP contract. It includes suspensions and debarments.

HUD enforcement actions may also result from material adverse financial or managerial actions or omissions that lead to either owner default under a FHA-insured mortgage (monetary or technical) or a documented material violation of one or more of the obligations under the property's Regulatory Agreement.

Eligible families are usually assisted with regular vouchers in these circumstances because families must move to receive housing choice voucher assistance.

D. HUD Property Disposition

A property disposition occurs when HUD is selling the property at a foreclosure sale, or is the mortgagee-in-possession or owner of the multifamily property due to an owner default on an FHA-insured mortgage and is closing down the property or selling the property to a new owner. Regular vouchers are provided to assist eligible low-income families in these cases.

27.1 TENANT-BASED ISSUES FOR HOUSING CONVERISON ACTIONS

In general, housing choice voucher program rules, regulations, and requirements apply to special admission vouchers made available for families as the result of "housing conversion actions". Some actions will lead to the issuance of enhanced vouchers, which will be discussed in detail in this Section.

The following program guidance is applicable to all housing conversion actions, both regular and enhanced voucher assistance.

A. Tenant-based Nature of the Assistance

Housing choice vouchers (including enhanced vouchers) provided by HUD as the result of a housing conversion action are always tenant-based assistance. Families issued vouchers may elect to use the assistance in the same property and in all cases may choose to move from the property. Families may choose to exercise portability and move outside of the jurisdiction of Lackawanna Housing. There is no guarantee to the owner than any housing choice voucher assistance will be utilized at the property for any period of time. Lackawanna Housing will emphasize the tenant-based aspect of the assistance when briefing families, who may be unfamiliar with the concept of tenant-based assistance and the freedom of choice associated with a tenant-based subsidy.

B. Lackawanna Housing Screening of Families

Lackawanna Housing will utilize its normal screening procedures as part of the eligibility requirements.

Lackawanna Housing will provide any family denied assistance with an opportunity for an informal review. The decision to deny assistance rests with Lackawanna Housing,

C. Use of Owner Certifications for Determining Tenant Income

In order to reduce processing time, Lackawanna Housing may exercise it's right to use the owner's most recent family income examination if:

1. the owner's current certification for the family is no more than six (6) months old; and

2. Lackawanna Housing determines that the owner certifications are acceptable after reviewing a small sample for accuracy.

If Lackawanna Housing chooses to use the owner's income certification, Lackawanna Housing will compete the subsequent family reexamination within one year of the date of the owner certification, not the date Lackawanna Housing accepted the owner certification in lieu of conducting its own determination.

D. Lackawanna Housing Subsidy Standards

Lackawanna Housing will issue the housing choice voucher in accordance with its normal subsidy standards, not the actual size of the unit the family is currently occupying. There is a special rule for enhanced vouchers concerning families who reside in over-sized units and wish to remain at the property. This exception only

applies to enhanced voucher assistance.

Lackawanna Housing will utilize the subsidy standard to calculate the maximum rent subsidy for the family. The payment standard for the family shall be the lower of:

1. the payment standard for the family unit size as determined by Lackawanna Housing subsidy standards; or

2. the payment standard for the actual size of the unit rented by the family.

E. Search Time

Since these vouchers are targeted to specific families adversely affected by HUD or owner actions in HUD multifamily properties, Lackawanna Housing will provide families with maximum search time that is reasonably required to locate housing.

F. Rent Reasonableness and Approval of Tenancy

All regular program requirements regarding the reasonableness of rent apply, regardless of whether the vouchers are enhanced vouchers or regular vouchers.

Reasonable rent is defined as a rent to owner that is not more than rent charged:

1. for comparable units in the private unassisted market; and

2. for comparable unassisted units in the premises.

Lackawanna Housing will not approve a lease until Lackawanna Housing determines that the initial rent to owner is a reasonable rent, regardless of whether the family chooses to remain in the family's current unit or move to a different unit.

If Lackawanna Housing determines the proposed rent is not reasonable, the owner must lower the rent or the family will have to find another unit in order to benefit from the voucher subsidy.

The initial lease term must be for at least one year unless Lackawanna Housing determines that a shorter term would improve housing opportunities for the participant <u>and</u> such shorter term is the prevailing local market practice.

G. Housing Quality Standards Inspections

Lackawanna Housing will inspect the unit to ensure that the unit meets the normal housing quality standards even if the family is residing in a unit that was previously

assisted under a Section 8 project-based contract. Under no circumstances will Lackawanna Housing make housing assistance payments for any period of time prior to the date that Lackawanna Housing physically inspects the unit and determines that the unit meets the housing quality standards.

H. Timing Issues Involving HAP Contract Execution and Effective Dates

The funding process for vouchers that Lackawanna Housing receives from HUD is intended to result in issuance of the voucher to the family at least 60 calendar days prior to the target date of the housing conversion action. The target date is the date that the family would be impacted by a rent increase or possible displacement as a result of the housing conversion action.

For opt-out or HUD enforcement actions, the target date is the date that the project-based HAP contract expires or is terminated. For a preservation property, the target date is the earliest date the owner may increase the rent (no earlier than 60 calendar days following the effective date of the prepayment).

Before Lackawanna Housing approves a family to lease a dwelling unit with voucher assistance, Lackawanna Housing shall determine that the following conditions are met:

1. the unit is eligible;

2. The unit has been inspected and passes the housing quality standards;

3. the lease includes the tenancy addendum;

4. the rent to owner is reasonable; and

5. at the time a family initially receives tenant-based regular voucher assistance for occupancy of a dwelling unit and where the gross rent of the unit exceeds the applicable payment standard for the family, the family share (gross rent minus subsidy) must not exceed 40 percent of the family's adjusted monthly income. (The 40 percent restriction is not applicable in the case of a family assisted with enhanced voucher assistance.)

Once these conditions are met, Lackawanna Housing will approve the unit for leasing.

In establishing the effective date of tenant-based HAP contracts, it is very important to make a distinction between families who choose to stay in the property and families who choose to move. Lackawanna Housing will not approve a tenancy (and

execute a housing choice voucher HAP contract) on behalf of a stayer (family that stays in the property) for a lease term that is effective prior to the target date of the housing conversion action. For a family that is moving, Lackawanna Housing may approve a tenancy that begins before the target date, since in strong rental markets potential landlords will not hold a unit vacant.

I. Initial and Subsequent Use of Vouchers

All housing choice vouchers (enhanced or non-enhanced) provided in connection with housing conversion actions are special admission vouchers. Special admission vouchers differ from regular vouchers in that HUD provides the assistance with a specific family in mind. Lackawanna Housing will first use the allocation to assist the families targeted for assistance. Lackawanna Housing will not consider whether the family is on the housing choice voucher waiting list or the family's position on the housing choice voucher waiting list.

If a voucher issued to a family as the result of a housing conversion action turns over for any reason, Lackawanna Housing will retain the voucher for use as part of its regular housing choice voucher program. In cases where an enhanced voucher turns over following initial issuance, the voucher loses its special enhanced characteristics and is subject to all normal housing choice voucher program rules.

J. Inapplicability of Lackawanna Housing Targeting Requirement

Families admitted to Lackawanna Housing's tenant-based voucher program as a result of a housing conversion action are not subject to the income targeting requirements of the tenant-based program, and their admission will not be counted in determining whether Lackawanna Housing complied with the income targeting requirement.

27.2 PRESERVATION PREPAYMENTS

When the owner prepays the mortgage or voluntarily terminates the mortgage insurance of preservation eligible properties (generally Section 236 and Section 221(d)(3) properties) certain residents are eligible for enhanced voucher assistance.

A. Owner Prepays the Mortgage or Voluntarily Terminates the Mortgage Insurance (Preservation Prepayments)

Tenant-based assistance is offered to eligible residents of properties covered by the Emergency Low-Income Housing Preservation Act of 1987 (ELIHPA) and the Low-Income Housing Preservation and Resident Homeownership Act of 1990 (LIHPRHA). (HUD's Office of Housing is responsible for identifying property eligibility under these provisions)

1. Covered Prepayments

To be considered an eligible property, the property must have reached its 20th year from final endorsement and meet one of the following criteria:

a. Section 221(d)(3)-market rate, limited distribution properties receiving Section 8 payments converted from Rent Supplement whose project number series is 35001-36599;

b. All Section 221(d)(3) below market interest rate properties whose project number series are 55001-55999 and 57501-57999, unless a Rent Supplement Contract remains in effect between HUD and the mortgagor;

c. All Section 236 properties whose project number series are 44001-44799; 44801-44899; 45001-45999; and 58501-58999, unless a Rent Supplement Contract remains in effect between HUD and the mortgagor;

d. A purchase money mortgage formerly insured under Section 221(d)(3) or 236;

e. A mortgage held by a state agency as a result of a sale by HUD without insurance, which immediately before the sale would have been eligible low-income housing under LIHPRHA; which mortgage (1) for LIHPRHA properties is, or is within 2 years of being, eligible for prepayment by contract or regulation in effect before February 5, 1988 without HUD's prior approval; or (2) for ELIHPA properties is, or is within 1 year of being, eligible for prepayment under regulation or contract in effect before February 5, 1988; or

f. All State-assisted properties that are eligible for preservation assistance under LIHPRHA or ELIHPA.

2. Flexible Subsidy Properties

Section 536 of the Preserving Affordable Housing for Senior Citizens and Families into the 21st Century Act provides that any property that receives or has received assistance under Section 201 of the Housing and Community Development Amendments of 1978 (the flexible subsidy program, 12 U.S.C. 1715z-1a) which is the subject of a transaction under which the property is preserved as affordable housing (as determined by HUD) shall be considered

eligible low-income housing under Section 229 of LIHPRHA for purposes of eligibility of residents for enhanced tenant-based assistance. (The Office of Housing is responsible for determining on a case-by-case basis if a flexible subsidy property meets the requirements of Section 536 concerning the applicability of enhanced vouchers)

B. Families Eligible for Enhanced Voucher Assistance in Preservation Eligible Properties

The resident family must be residing in the preservation eligible property on the effective date of prepayment or voluntary termination of mortgage insurance (or the effective date of the transaction in the case of covered flexible subsidy properties), and must be income-eligible on that effective date.

1. Income Eligibility

In order to be eligible for enhanced voucher assistance, the resident must be:

a. a low-income family (including a very low-income or extremely low income family);

b. a moderate-income elderly or disabled family; or

c. a moderate-income family residing in a low vacancy area (3 percent or less vacancy rate). (The HUD field office economist is responsible for determining whether the property where the owner is prepaying or voluntarily terminating the mortgage insurance is located in a low vacancy area).

A resident family who does not fall into one of those categories on the effective date of the prepayment or voluntary termination is not eligible for a voucher, regardless of whether the family's situation subsequently changes after the effective date of the prepayment.

A <u>low-income</u> family is a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD.

A <u>moderate-income</u> family is a family whose annual income is above 80 percent but does not exceed 95 percent of the area median income as determined by HUD.

2. Unassisted and Assisted Families

Both previously unassisted and currently assisted residents may be eligible for enhanced voucher assistance as the result of a preservation prepayment.

A voucher participant who is residing in the property at the time of the eligibility event shall receive enhanced voucher assistance if the family meets all of the following conditions:

a. the family must meet the income requirements on the date of the eligibility event;

b. any rent increase under the voucher program must be in accordance with the lease agreement and program regulations;

c. the new gross rent must be reasonable; and

d. the family must decide to stay in the unit instead of moving.

Under the voucher program, an owner may increase the rent as permitted by the terms of the existing lease and local and state law, so long as the new rent is reasonable. The owner is not required by the program regulations to terminate the existing lease and HAP contract for current voucher participants to receive the special enhanced subsidy.

If the above conditions are met, the payment standard utilized by Lackawanna Housing to calculate the housing assistance payment is the new gross rent of the family's unit. The enhanced voucher minimum rent requirement now applies to the family (See Enhanced Voucher Minimum Rent Requirement for Stayers below).

Any family receiving Section 8 project-based assistance on the effective date of the prepayment will continue to receive the project-based assistance until the project-based contract expires or terminates. Such families will receive enhanced voucher assistance at the time of the expiration and non-renewal of the Section 8 project-based contract.

3. Eligibility Event and Existing Leases

Note that the eligibility event (e.g., the prepayment of the mortgage or the voluntary termination of a mortgage insurance contract for a preservation eligible property and the approval of the flexible subsidy transaction for flexible subsidy properties) does not in itself necessarily terminate or modify the existing leases between the owner and the current residents of the property. An owner may only legally increase the rent or terminate the lease

as provided under the terms of the lease in accordance with state and local law. In addition, an owner may not increase the rent for at least 60 calendar days from the eligibility event in the case of a preservation prepayment or voluntary termination of the mortgage.

If an eligible family chooses to stay at the property, Lackawanna Housing will not enter into a HAP contract that commences prior to the effective date of the rent increase.

In addition, a family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under state and/or local law.

4. Family Eligibility for Enhanced Voucher Assistance in Cases Where There Would be no Initial Housing Assistance Payment and the Family Wishes to Stay in the Property

If Lackawanna Housing determines that the family is income-eligible for an enhanced voucher but that there is no HAP payment because the family's total tenant payment equals or is greater than the gross rent, Lackawanna Housing will maintain a record of eligibility determination for that family. Lackawanna Housing shall inform the family that should the family's income decrease or the family's rent increase within three years of the eligibility event, the family may contact Lackawanna Housing. Should Lackawanna Housing then determine that the change in income would result in a housing assistance payment, Lackawanna Housing will execute a housing assistance payment contract on behalf of the family at such time (assuming the unit is approved for leasing in accordance with the housing choice voucher program requirements). It is the family's responsibility to contact Lackawanna Housing when there is a decrease in family income or an increase in the family rent.

C. Voluntary Termination of Mortgage Insurance or Prepayment of Mortgage on Section 236 Property's Where Section 236 Rent Rules Remain Applicable (decoupling actions)

Where an owner voluntarily terminates the mortgage insurance or prepays the Section 236 mortgage in a preservation eligible Section 236 property and the rent setting requirements of the Section 236 program are still applicable to the property, the enhanced voucher rent would be no greater than the Basic Rent established in

accordance with HUD Notice H 2000-8. Since families must pay at least 30 percent of their monthly adjusted income under the voucher subsidy formula, only those low-income families required to pay the basic rent will receive any voucher subsidy in such instance, unless the family chooses to move.

Regardless of the rents established under the rent formula for these properties, the rent reasonableness requirements of the housing choice voucher program must be met for the family to receive tenant-based assistance at the property. (The HUD Field Office is responsible for informing Lackawanna Housing in cases where the rent setting requirements of the Section 236 program remain in effect).

D. Enhanced Voucher Family Right to Remain

The FY 2001 Military Construction and FY 2000 Emergency Supplemental Appropriations laws amended Section 8(t) of the United States Housing Act. A family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance (e.g., the rent is reasonable, unit meets HQS, etc.) The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under State and/or local law.

E. Characteristics of Enhanced Voucher Assistance

1. Payment Standard Where the Family Chooses to Stay in the Same Property

For a family that stays in the property, the payment standard used to calculate the voucher housing assistance payment is the gross rent (rent to owner, plus the applicable Lackawanna Housing utility allowance for any tenant-supplied utilities) of the family's unit (provided the proposed gross rent is reasonable), regardless of whether the gross rent exceeds Lackawanna Housing payment standard.

2. Rent Reasonableness Documentation and Lease Requirements

All regular housing choice voucher program requirements concerning the reasonableness of the rent and the provisions of the HUD prescribed lease addendum apply to enhanced vouchers. Lackawanna Housing will determine whether the proposed rent for the family's unit is reasonable.

Lackawanna Housing makes this determination by comparing the unit to other comparable unassisted units based on the current condition of the unit.

If Lackawanna Housing determines the owner's proposed new rent is not reasonable, the owner must either lower the rent, or the family will have to find another unit in order to benefit from the voucher.

The special payment standard for enhanced tenant-based assistance for a family that stays in the unit sometimes results in Lackawanna Housing approving a tenancy for a unit that otherwise would be ineligible or unaffordable to a family with regular tenant-based assistance. If the rent is reasonable in comparison to the rents of comparable unassisted units, there is nothing improper or incorrect in approving the owner's new rent even if the rent would not normally be affordable for a family with a regular housing choice voucher. Lackawanna Housing will document the rent reasonableness of the owner's rent in the family's file by including the rents and addresses of the comparable units used to make the determination.

3. Effect of Family Unit Size Limitation - Initial Issuance

Lackawanna Housing will issue the family an enhanced voucher based on its Subsidy Standards, not on the actual size of the unit the family is currently occupying. However, if the family wishes to stay in the property, but is living in an oversized unit, the enhanced voucher family must move to an appropriate size unit in the property if one is available. To the extent there are more over-housed families than appropriate size units available at any time, Lackawanna Housing will determine based on family circumstances (age, frailty, etc.) which families will be required to move.

If there is no appropriate size unit currently available in the property, the family must make a good faith attempt to find a unit outside the property. In order to determine if the family has made a good faith effort, Lackawanna Housing will require the family to submit a list of potential units by address, the landlords name and telephone number.

If the family has not located an eligible unit at the end of the term of the voucher (including any extension granted by Lackawanna Housing) despite making a good faith effort, Lackawanna Housing will execute a housing assistance payment contract for the family's current unit, provided the unit complies with housing quality standards and the proposed rent is determined to be reasonable.

The effective date of the housing assistance payment contract for the oversized unit will not be earlier than the expiration date of the term of the family voucher. The family will be responsible for the full rent of the unit prior to the effective date of the housing assistance payment contract.

The payment standard is the gross rent of the oversized unit. Lackawanna Housing will advise the family in writing that the enhanced subsidy based on the oversized unit's rent will only be paid for one year. During that year, the family may move to an appropriate size unit in the property if one becomes available and the owner agrees to mutually terminate the lease agreement for the oversized unit. The family will receive the special payment standard for the appropriate size unit if the family moves to the appropriate size unit under this circumstance.

After the initial year of assistance in the oversized unit, Lackawanna Housing will apply the normal payment standard in determining the family's housing assistance payment. If the family wishes to remain in the unit and do so under regular housing choice voucher program rules, the family will have to pay the additional cost for the oversized unit out-of-pocket.

If Lackawanna Housing determines that the unit of an enhanced voucher family is no longer decent, safe, and sanitary under the HQS requirements because an increase in family size causes the unit to be overcrowded, the family must move to an appropriate size unit in the property or move to another unit not located at the property to continue to receive housing choice voucher assistance. Lackawanna Housing is required to assist the family in locating other standard housing in Lackawanna Housing jurisdiction. The family and Lackawanna Housing will try to find an acceptable unit as soon as possible. If the family rejects, without good cause, the offer of a unit that Lackawanna Housing judges to be acceptable, Lackawanna Housing will terminate the HAP contract.

If the family moves to an appropriate size unit in the property, the enhanced voucher subsidy rules would continue to apply to the family's voucher assistance. In the case of a family move from the property, the regular housing choice voucher program rules apply.

4. Family Move: Normal Payment Standard is Applicable

Lackawanna Housing's normal payment standard is utilized to determine the family's maximum voucher subsidy when the family moves from the property. This includes cases where the proposed new rent for the family's current unit if it is not reasonable or the unit fails HQS, requiring the family to move in order to continue receiving tenant-based assistance.

5. Enhanced Voucher Minimum Rent Requirement for Stayers

Families assisted with enhanced housing choice voucher assistance have a special statutory minimum rent requirement. The law requires that a family receiving enhanced voucher assistance must pay for rent no less than the rent the family was paying on the date of the eligibility event (the effective date of the prepayment of the mortgage or voluntary termination of the mortgage insurance) regardless of what happens to the family's income.

The enhanced voucher minimum rent only applies if the family remains in the property. The enhanced voucher minimum rent does not apply if the family moves from the property.

A family who stays in the unit and receives enhanced voucher assistance must pay at least the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the normal restriction on the initial family contribution is not applicable.

a. Previously Unassisted Residents Rent Requirement

Previously unassisted residents must pay at least the dollar amount of the gross rent (enhanced voucher minimum rent) the family was paying on the date of prepayment or voluntary termination. Lackawanna Housing's utility allowance will be used to calculate the gross rent at prepayment if all utilities were not included in the rent the family paid to the owner.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the normal initial family contribution is not applicable.

b. Previously assisted Section 8 Tenant-based Families Rent Requirement

Residents assisted with Section 8 tenant-based vouchers at the time of a prepayment or voluntary termination by the owner will pay at least the family share (enhanced voucher minimum rent) that they were paying on eligibility event. The enhanced minimum rent provision only applies if the family chooses to remain in its present unit and receive the "enhanced" subsidy.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the normal initial family contribution is not applicable.

6. Significant Decline in Family Income - Effect on Enhance Voucher Minimum Rent

If an enhanced voucher family suffers a significant decline in family income, the minimum family share required of the family shall be reduced below the enhanced minimum rent provision so that the percentage of income for rent does not exceed the greater of 30 percent or the percentage of monthly adjusted income actually paid by the family for rent (the rent to owner, plus tenant-paid utilities) on the effective date of the prepayment. A significant decline is defined as gross family income that is at least 15 percent less than the gross family income on the date of the eligibility event.

If the family suffers a significant decline in family income, Lackawanna Housing will change the enhanced voucher minimum rent from an actual dollar amount to a specific percentage of income.

a. Previously Unassisted Families

For eligible families who were previously unassisted on the eligibility event, the family's new enhanced voucher minimum rent is the <u>greater</u> of:

i. the <u>percentage</u> of the monthly adjusted income the family paid for gross rent on the effective date of the eligibility event; or

ii. 30 percent of the family's current adjusted monthly income.

b. Previously assisted Section 8 Tenant-based Families

For families who were previously assisted under a project-based or tenant-based contract on day the eligibility event, the family's new enhanced voucher minimum rent is the <u>greater</u> of:

i. the <u>percentage</u> of the monthly adjusted income the family paid for gross rent;

ii. the Total Tenant Payment;

iii. the family share represented on the effective date of the eligibility event; or

iv. 30 percent of the family's current adjusted monthly income.

The new enhanced voucher minimum rent for these families is a percentage of income as opposed to a specific dollar amount. Once this change in the enhanced voucher minimum rent becomes effective for a family, the enhanced voucher minimum rent for the family remains that specific percentage of income and will not revert to a specific dollar amount, even if the family income subsequently increases or decreases.

When a family reports a significant decrease in family income, Lackawanna Housing will conduct an interim reexamination and verify the changes in income.

The minimum rent represents the lowest amount the family may pay as their family share for as long as the family remains in the property. A family may pay no less than the enhanced voucher minimum rent. Depending on the circumstances, the family may have to pay more than the enhanced voucher minimum rent at the time of eligibility event.

7. Calculating the HAP for Enhanced Voucher Assistance

Regardless of whether the owner's new gross rent after the eligibility event exceeds or is less than Lackawanna Housing's payment standard, the housing assistance payment for a family that stays in their present unit (or moves from an oversized unit to an appropriate size unit within the property) is the following:

The gross rent for the unit minus the greatest of:

a. 30 percent of the adjusted family income;

ii. 10 percent of the family monthly income (gross monthly income);

iii. the welfare rent in as-paid states;

iv. the enhanced voucher minimum rent; or

v. Lackawanna Housing's minimum rent.

8. Movers from the Property

If a resident decides to move from the property with the voucher assistance, the payment standard is not enhanced and the special voucher minimum rent does not apply. This applies both to families who decide to move when the eligibility event takes place and to families who have resided at the property after the eligibility event and want to move with continued assistance. In either circumstance, the housing assistance payment and the family share at the new unit are calculated in accordance with the regular rules of the housing choice voucher program.

G. Administering Enhanced Voucher Assistance

The special conditions of enhanced voucher assistance (enhanced voucher minimum rent and the special payment standard rules) are applicable for as long as the family receives voucher assistance in the property.

If an owner subsequently raises the rent for an enhanced voucher family in accordance with the lease, State and local law, and voucher program regulations (including rent reasonableness), Lackawanna Housing will utilize the new gross rent to calculate the voucher HAP payment for the family.

Lackawanna Housing shall identify an eligible family as an enhanced voucher family even if the gross rent of the family's unit does not currently exceed the normally applicable Lackawanna Housing payment standard. Since the enhanced payment standard rule also covers any subsequent rent increases, it is possible that the special payment standard may come into play later in the family's tenancy. An enhanced voucher family is also required by law to pay no less than the enhanced voucher minimum rent, regardless of whether the gross rent exceeds the normally applicable Lackawanna Housing payment standards.

1. Enhanced Voucher Minimum Rent

The enhanced voucher minimum rent requirement remains in effect for all families who receive enhanced voucher assistance for as long as they remain in the property.

2. The payment standard used to calculate the family subsidy will continue to be enhanced to match the gross rent for the unit if the gross rent exceeds the

normally applicable payment standard and Lackawanna Housing determines the rent is reasonable for as long as the enhanced voucher family continues to reside in the same property.

If the owner raises the rent for a family assisted with an enhanced voucher in accordance with the lease, State and local law, and voucher program regulations, Lackawanna Housing will increase the enhanced payment standard to equal the new gross rent (rent to owner and the applicable Lackawanna Housing utility allowance for any tenant-supplied utilities) for the unit provided Lackawanna Housing determines the rent is reasonable. The additional cost of the subsidy will be covered through the regular renewal process for Lackawanna Housing's voucher program.

If a change in Lackawanna Housing's utility allowance (either an increase or decrease) affects the gross rent for a family assisted with an enhanced voucher, Lackawanna Housing will adjust the enhanced payment standard accordingly. The enhanced payment standard may never exceed the gross rent for the assisted family's unit.

27.3 OWNER OPT-OUTS

If an owner opts-out or elects not to renew an expiring contract for project-based assistance, HUD will make enhanced voucher authority available to Lackawanna Housing for eligible families covered by the expiring contract.

A. Covered Opt-outs

The property must be covered in whole or in part by a contract for project-based assistance, and consist of more than four dwelling units under one of the following programs:

1. The new construction or substantial rehabilitation program under Section 8(b)(2) of the United States Housing Act of 1937 (as in effect before October 1, 1983);

2. The property disposition program under Section 8(b) of the United States Housing Act of 1937;

3. The loan management assistance program under Section 8(b) of the United States Housing Act of 1937;

4. The rent supplement program under Section 101 of the Housing and Urban Development Act of 1965, provided that at the same time there is also a

Section 8 project-based contract at the same property that is expiring or terminating and will not be renewed;

5. Section 8 of the United States Housing Act of 1937, following conversion from assistance under Section 101 of the Housing and Urban Development Act of 1965; or

6. The moderate rehabilitation program under Section 8(e)(2) of the United States Housing Act of 1937 (as in effect before October 1, 1991).

Note that an owner may not choose to opt-out of a rent supplement contract. Instead, the rent supplement assistance ends either at the end of the term of the contract (generally 40 years after the first rent supplement payment was made) or when the mortgage terminates, depending on which event occurs first.

In addition, although families affected by Section 8 moderate rehabilitation opt-outs are eligible for enhanced vouchers that are subject to enhanced vouchers rules, these opt-outs are not considered a housing conversion action because the expiring contract is between the owner and Lackawanna Housing. The Agency is not eligible to receive the special fee for extraordinary administrative costs and the specific funding process instructions do not apply to an owner's decision to not renew an expiring Section 8 moderate rehabilitation contract.

B. Family Eligibility for Enhanced Vouchers as a Result of an Owner Opt-out

In order to be eligible for enhanced voucher assistance, the resident must be:

1. A low-income family (including a very low or extremely low income family); and

2. Residing in a unit covered by the expiring Section 8 project-based contract on the date of expiration.

In the case of the expiration of a covered Section 8 contract under 515(c) of MAHRA only (mark-to-market restructuring where the Section 8 project-based assistance contract is converted to tenant-based assistance), all families assisted under the expiring contract are considered income-eligible for enhanced voucher assistance.

C. Special Income Eligibility Rules for Opt-out Families in Properties Where a Preservation Prepayment Preceded the Owner Opt-out

If the owner opt-out of the Section 8 project-based contract occurs after the owner

has prepaid the mortgage or voluntarily terminated the mortgage insurance of a preservation eligible property, families who do not meet the definition of a low-income family may still be eligible to receive an enhanced voucher. In order to be eligible, the family must:

1. Reside in a unit covered by the expiring contract on the date of expiration;

2. Have also resided in the property on the effective date of the prepayment; and

3. Meet the income requirements for enhanced voucher eligibility for residents affected by a preservation prepayment described below.

To determine family eligibility in this circumstance, Lackawanna Housing will first determine income eligibility of the family based on the normal eligibility rules for opt-outs. For a family that is found not to be low-income, Lackawanna Housing will then make a determination of whether the family lived in the property on the date of the prepayment. If the family resided in the property on the date of prepayment, Lackawanna Housing will then determine if the family is income-eligible under the preservation prepayment rules.

1. Income Requirements for Enhanced Voucher Eligibility for Residents Affected by a Preservation Prepayment

   In order to be eligible for enhanced voucher assistance, the resident must be either:

   i. A low-income family (including a very low or extremely low income family);

   ii. A moderate-income elderly or disabled family; or

   iii. A moderate-income family residing in a low vacancy area (3 percent or less vacancy rate). (The HUD field office economist is responsible for determining whether the property where the owner is prepaying or voluntarily terminating the mortgage insurance is located in a low vacancy area).

   A low-income family is a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD.

   A moderate-income family is a family whose annual income is above 80 percent but does not exceed 95 percent of the area median income as determined by HUD.

If the family meets the preservation income requirement, Lackawanna Housing will issue the family an enhanced voucher by virtue of the preservation prepayment out of the opt-out voucher allocation received from HUD.

A resident family who does not fall into one of those categories on the effective date of the prepayment or voluntary termination is not eligible for an enhanced voucher, regardless of whether the family's situation subsequently changes after the effective date of the prepayment.

D. Family Eligibility for Enhanced Voucher Assistance in Cases Where There Would be no Initial Housing Assistance Payment and the Family Wishes to Stay in the Property

If Lackawanna Housing determines that the family is income-eligible for an enhanced voucher but that there is no HAP payment because the family's total tenant payment equals or is greater than the gross rent, Lackawanna Housing will maintain a record of eligibility determination for that family. Lackawanna Housing will inform the family that should the family's income decrease or the family's rent increase within three years of the eligibility event, the family may contact Lackawanna Housing. Should Lackawanna Housing then determine that the change in income would result in a housing assistance payment, Lackawanna Housing will execute a housing assistance payment contract on behalf of the family at such time (assuming the unit is approved for leasing in accordance with the housing choice voucher program requirements). It is the family's responsibility to contact Lackawanna Housing when there is a decrease in family income or an increase in the family rent.

E. Enhanced Voucher Family Right to Remain

The FY 2001 Military Construction and FY 2000 Emergency Supplemental Appropriations laws amended Section 8(t) of the United States Housing Act. A family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance (e.g., the rent is reasonable, unit meet HQS, etc.) The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under State and/or local law.

F. Characteristics of Enhanced Voucher Assistance

1. Payment Standard Where the Family Chooses to Stay in the Same Property

For a family that stays in the property, the payment standard used to calculate

the voucher housing assistance payment is the gross rent (rent to owner, plus the applicable Lackawanna Housing utility allowance for any tenant-supplied utilities) of the family's unit (provided the proposed gross rent is reasonable), regardless of whether the gross rent exceeds Lackawanna Housing normal payment standard.

2. Rent Reasonableness Documentation and Lease Requirements

All regular housing choice voucher program requirements concerning the reasonableness of the rent and the provisions of the HUD prescribed lease addendum apply to enhanced vouchers. Lackawanna Housing will determine whether the proposed rent for the family's unit is reasonable.

Lackawanna Housing makes this determination by comparing the unit to other comparable unassisted units based on the current condition of the unit. If Lackawanna Housing determines the owner's proposed new rent is not reasonable, the owner must either lower the rent, or the family will have to find another unit in order to benefit from the voucher.

The special payment standard for enhanced tenant-based assistance for a family that stays in the unit sometimes results in Lackawanna Housing approving a tenancy for a unit that otherwise would be ineligible or unaffordable to a family with regular tenant-based assistance. If the rent is reasonable in comparison to the rents of comparable unassisted units, there is nothing improper or incorrect in approving the owner's new rent even if the rent would not normally be affordable for a family with a regular housing choice voucher. Lackawanna Housing will document the rent reasonableness of the owner's rent in the family's file by including the rents and addresses of the comparable units used to make the determination.

3. Effect of Family Unit Size Limitation - Initial Issuance

Lackawanna Housing will issue the family an enhanced voucher based on its Subsidy Standards, not on the actual size of the unit the family is currently occupying. However, if the family wishes to stay in the property, but is living in an oversized unit, the enhanced voucher family must move to an appropriate size unit in the property if one is available. To the extent there are more over-housed families than appropriate size units available at any time, Lackawanna Housing will determine based on family circumstances (age, frailty, etc.) which families will be required to move.

If there is no appropriate size unit currently available in the property, a family must make a good faith attempt to find a unit outside the property. In order to

determine if the family has made a good faith effort, Lackawanna Housing will require the family to submit a list of potential units by address, the landlords name and telephone number.

If the family has not located an eligible unit at the end of the term of the voucher (including any extension granted by Lackawanna Housing) despite making a good faith effort, Lackawanna Housing will execute a housing assistance payment contract for the family's current unit, provided the unit complies with housing quality standards and the proposed rent is determined to be reasonable.

The effective date of the housing assistance payment contract for the oversized unit will not be earlier than the expiration date of the term of the family voucher. The family will be responsible for the full rent of the unit prior to the effective date of the housing assistance payment contract.

The payment standard is the gross rent of the oversized unit. Lackawanna Housing will advise the family in writing that the enhanced subsidy based on the oversized unit's rent will only be paid for one year. During that year, the family may move to an appropriate size unit in the property if one becomes available and the owner agrees to mutually terminate the lease agreement for the oversized unit. The family would receive the special payment standard for the appropriate size unit if the family moves to the appropriate size unit under this circumstance.

After the initial year of assistance in the oversized unit, Lackawanna Housing will apply the normal payment standard in determining the family's housing assistance payment. If the family wishes to remain in the unit and do so under regular housing choice voucher program rules, the family will have to pay the additional cost for the oversized unit out-of-pocket.

If Lackawanna Housing determines that the unit of an enhanced voucher family is no longer decent, safe, and sanitary under the HQS requirements because of an increase in family size that causes the unit to be overcrowded, the family must move to an appropriate size unit in the property or move to another unit not located at the property to continue to receive housing choice voucher assistance. Lackawanna Housing is required to assist the family in locating other standard housing in Lackawanna Housing jurisdiction. The family and Lackawanna Housing will try to find an acceptable unit as soon as possible. If the family rejects, without good cause, the offer of a unit that Lackawanna Housing judges to be acceptable, Lackawanna Housing will terminate the HAP contract.

If the family moves to an appropriate size unit in the property, the enhanced voucher subsidy rules would continue to apply to the family's voucher assistance. In the case of a family move from the property, the regular housing choice voucher program rules apply.

4. Family Move: Normal Payment Standard is Applicable

Lackawanna Housing's normal payment standard is utilized to determine the family's maximum voucher subsidy when the family moves from the property. This includes cases where the proposed new rent for the family's current unit is not reasonable or the unit fails HQS, requiring the family to move in order to continue receiving tenant-based assistance.

5. Enhanced Voucher Minimum Rent Requirement for Stayers

Families assisted with enhanced housing choice voucher assistance have a special statutory minimum rent requirement. The law requires that a family receiving enhanced voucher assistance must pay for rent no less than the rent the family was paying on the date of the eligibility event (the effective date of the prepayment of the mortgage or voluntary termination of the mortgage insurance).

The enhanced voucher minimum rent only applies if the family remains in the property. The enhanced voucher minimum rent does not apply if the family moves from the property.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

a. Previously Unassisted Residents Rent Requirement

Previously unassisted residents must pay at least the dollar amount of the gross rent (enhanced voucher minimum rent) the family was paying on the date of prepayment or voluntary termination. Lackawanna Housing's utility allowance is used to calculate the gross rent at prepayment if all utilities were not included in the rent the family paid to the owner.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the

enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

b. Previously assisted Section 8 Tenant-based Families Rent Requirement

Residents assisted with Section 8 tenant-based vouchers at the time of the prepayment or voluntary termination the family will pay at least the family share (enhanced voucher minimum rent) that they were paying on eligibility event. The enhanced minimum rent provision only applies if the family chooses to remain in its present unit and receive the "enhanced" subsidy.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

6. Significant Decline in Family Income - Effect on Enhance Voucher Minimum Rent

If an enhanced voucher family suffers a significant decline in family income, the minimum family share required of the family shall be reduced so that the percentage of income for rent does not exceed the greater of 30 percent or the percentage of monthly adjusted income actually paid by the family for rent (the rent to owner, plus tenant-paid utilities) on the effective date of the prepayment. A significant decline is defined as gross family income decline of at least 15 percent from the gross family income on the date of the eligibility event.

If the family suffers a significant decline in family income, Lackawanna Housing will change the enhanced voucher minimum rent from an actual dollar amount to a specific percentage of income.

a. Previously Unassisted Families

For families who were previously unassisted on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

i. The percentage of the monthly adjusted income the family paid for gross rent on the effective date of the eligibility event; or

ii. 30 percent of the family's current adjusted monthly income.

b. Previously assisted Section 8 Tenant-based Families

For families who were previously assisted under the Section 8 tenant-based voucher program on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

i. The percentage of the monthly adjusted income the family paid for gross rent;

ii. The Total Tenant Payment;

iii. The family share represented on the effective date of the eligibility event; or

iv. 30 percent of the family's current adjusted monthly income.

The new enhanced voucher minimum rent for these families is a percentage of income as opposed to a specific dollar amount. Once this change in the enhanced voucher minimum rent becomes effective for a family, the enhanced voucher minimum rent for the family remains that specific percentage of income and will not revert to a specific dollar amount, even if the family income subsequently increases or decreases.

When a family reports a significant decrease in family income, Lackawanna Housing will conduct an interim reexamination and verify the changes in income.

The minimum rent represents the lowest amount the family may pay as their family share for as long as the family remains in the property. A family may pay no less than the enhanced voucher minimum rent. Depending on the circumstances, the family may have to pay more than the enhanced voucher minimum rent at the time of eligibility event.

7. Calculating HAP for Enhanced Voucher Assistance

Regardless of whether the owner's new gross rent after the eligibility event exceeds or is less than Lackawanna Housing's payment standard, the housing assistance payment for a family that stays in their present unit (or moves from an oversized unit to an appropriate size unit within the property) is the following:

The gross rent for the unit minus the greatest of:

a. 30 percent of the adjusted family income;

b. 10 percent of the family monthly income (gross monthly income);

c. The welfare rent in as-paid states;

d. The enhanced voucher minimum rent; or

e. Lackawanna Housing's minimum rent.

8. Movers from the Property

If a resident decides to move from the property with voucher assistance, the payment standard is not enhanced and the voucher minimum rent does not apply. This pertains to families who decide to move when the eligibility event takes place, and to families who have resided at the property after the eligibility event and want to move with continued assistance. In either circumstance, the housing assistance payment and the family share at the new unit are calculated in accordance with the regular rules of the housing choice voucher program.

G. Administering Enhanced Voucher Assistance

The special conditions of enhanced voucher assistance (enhanced voucher minimum rent and the special payment standard rules) are applicable for as long as the family receives voucher assistance in the property.

If an owner subsequently raises the rent for an enhanced voucher family in accordance with the lease, State and local law, and voucher program regulations (including rent reasonableness), Lackawanna Housing will utilize the new gross rent to calculate the voucher HAP payment for the family.

Lackawanna Housing will identify an eligible family as an enhanced voucher family even if the gross rent of the family's unit does not currently exceed the normally applicable Lackawanna Housing payment standard. Since the enhanced payment

standard rule also covers any subsequent rent increases, it is possible that the special payment standard may come into play later in the family's tenancy. An enhanced voucher family is also required by law to pay no less than the enhanced voucher minimum rent, regardless of whether the gross rent exceeds the normally applicable Lackawanna Housing payment standards.

1. Enhanced Voucher Minimum Rent

   The enhanced voucher minimum rent requirement remains in effect for all families who receive enhanced voucher assistance and remain at the property.

2. The payment standard used to calculate the family subsidy will continue to be enhanced to match the gross rent for the unit if the gross rent exceeds the normally applicable payment standard and Lackawanna Housing determines the rent is reasonable for as long as the enhanced voucher family continues to reside in the same property.

   If the owner raises the rent for a family assisted with an enhanced voucher in accordance with the lease, State and local law, and voucher program regulations, Lackawanna Housing will increase the enhanced payment standard to equal the new gross rent (rent to owner and the applicable Lackawanna Housing utility allowance for any tenant-supplied utilities) for the unit provided Lackawanna Housing determines the rent is reasonable. The additional cost of the subsidy will be covered through the regular renewal process for Lackawanna Housing's voucher program.

   If a change in Lackawanna Housing's utility allowance (either an increase or decrease) affects the gross rent for a family assisted with an enhanced voucher, Lackawanna Housing will adjust the enhanced payment standard accordingly. The enhanced payment standard may never exceed the gross rent for the assisted family's unit.

27.4 HUD ENFORCEMENT ACTIONS

HUD enforcement actions can take the form of either terminating a Section 8 project-based HAP contract or not offering the owner the option to renew an expiring Section 8 project-based HAP contract due to an owner's failure to comply with the terms of the HAP contract. It includes suspensions and debarments.

Additionally, HUD enforcement actions may also result from material adverse financial or managerial actions or omissions that lead to either an owner default under a FHA-insured mortgage (monetary or technical) or a documented material violation of one or more of the obligations under the property's Regulatory Agreement.

Eligible families are usually assisted with regular vouchers that HUD issues to Lackawanna Housing in the above circumstances because families must move to receive housing choice voucher assistance.

Lackawanna Housing will not approve an assisted tenancy at a property if HUD has informed Lackawanna Housing that the owner is debarred, suspended, or subject to a limited denial of participation.

Furthermore, Lackawanna Housing may disapprove owner participation in the housing choice voucher program for a number of other grounds described in the housing choice voucher program regulations and previously set forth in this Administrative Plan. HUD encourages Lackawanna Housing to disapprove a tenancy for any of these grounds in a case where vouchers are provided because HUD is taking an enforcement action against an owner.

In a few situations, families assisted under a Section 8 project-based HAP contract that is being terminated may be able to remain at the property. For instance, if the property is in good physical condition and the owner decides to turn the property over to new ownership, it may be possible for the eligible families assisted under the terminating contract to receive housing choice voucher assistance at the property. In such a case, the project-based families would qualify for enhanced vouchers. (HUD will make the determination whether enhanced or regular voucher assistance is appropriate.)

27.5 HUD PROPERTY DISPOSITION

When HUD is selling the property at a foreclosure sale, or is the mortgagee-in-possession or owner of the multifamily property due to an owner default of an FHA-insured mortgage and closing down the property or selling property to a new owner, it will supply regular housing choice vouchers to assist eligible low-income families.

GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which a participant's rent is based.

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult. An adult must have the legal capacity to enter a lease under State and local law. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of the housing authority.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or

b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

c. Are not specifically excluded from Annual Income.

d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: see net family assets.

Asset Income: Income received from assets held by household members. If assets total more than $5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Business Days: Days the housing authority is open for business.

Certificate: A document formerly issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is

necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program or is temporarily residing in a shelter for a legitimate reason.

Cooperative: Housing owned by a corporation or association, and where a member of the corporation or association has the right to reside in a particular unit, and to participate in management of the housing.

Cooperative member: A family of which one or more members owns membership shares in a cooperative.

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person: For purposes of the anti-drug provisions of this policy, a covered person is a resident, any member of the resident's household, a guest or another person under the resident's control.

Currently engaging in: With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Disability assistance expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

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

Disabled person: See "person with disabilities."

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

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Drug: means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-related criminal activity: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

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

Elderly person: A person who is at least 62 years of age.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to**:**

a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
b. An elderly family;
c. A near-elderly family;
d. A disabled family;

e. A displaced family;
f. The remaining member of a resident family; and
g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a resident family.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

Family Rent to Owner: In the housing choice voucher program, the portion of rent to owner paid by the family.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

First-time homeowner: In the homeownership option, a family of which no member owned any present ownership interest in a residence of any family member during the three years before commencement of homeownership assistance for the family. The term ``first-time homeowner'' includes a single parent or displaced homemaker (as those terms are defined in 12 U.S.C. 12713) who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Housing Choice Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time employment: Employment that averages at least 30 hours per week. This can include self-employment as long as the employees earns at least the average of the federal minimum wage over a 30 hour period.

Full-time student: A person who is attending school or vocational training on a full-time basis as defined by the institution.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Guest: Means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Home: In the homeownership option: A dwelling unit for which Lackawanna Housing pays homeownership assistance.

Homeowner: In the homeownership option, a family of which one or more members owns title to the home.

Homeownership assistance: In the homeownership option, monthly homeownership assistance payments by Lackawanna Housing. Homeownership assistance payment may be paid to the family, or to a mortgage lender on behalf of the family.

Homeownership expenses: In the homeownership option, a family's allowable monthly expenses for the home, as determined by Lackawanna Housing in accordance with HUD requirements.

Homeownership option: Assistance for a homeowner or cooperative member under Sec. 982.625 to Sec. 982.641. A special housing type.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The housing choice voucher also states the obligations of the family under the program.

Housing choice voucher holder: A family that has an unexpired housing choice voucher.

Imputed income: For households with net family assets of more than $5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, that is nonetheless included in the family's annual income for purposes of determining rent.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interest in the home: In the homeownership option:

a. In the case of assistance for a homeowner, “interest in the home” includes title to the home, any lease or other right to occupy the home, or any other present interest in the home.
b. In the case of assistance for a cooperative member, “interest in the home” includes ownership of membership shares in the cooperative, any lease or other right to occupy the home, or any other present interest in the home.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Law enforcement agency: The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

Lease: A written agreement between an owner and participant for the leasing of a dwelling unit to the resident. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Legal capacity: The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

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

a. Is determined to be essential to the care and well-being of the persons;
b. Is not obligated for the support of the persons; and
c. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide is not a party to the lease.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Membership shares: In the homeownership option, shares in a cooperative. By owning such cooperative shares, the share-owner has the right to reside in a particular unit in the cooperative, and the right to participate in management of the housing.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of $1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or
b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

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

Net family assets:

a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.
d. For purposes of determining annual income under Section 8 Homeownership, the term “net family assets”' does not include the value of a home currently being purchased with assistance under the Section 8 Homeownership Program. This exclusion is limited to the first 10 years after the purchase date of the home.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Other person under the tenant's control: For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In the anti-drug related Areas of this policy, it means the owner of federally assisted housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a housing choice voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a housing choice voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Permanently absent: A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

Person with disabilities: A person who:

A. Has a disability as defined in 42 U.S.C. 423

B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

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

2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

C. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds. For purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Present ownership interest: In the homeownership option, "Present ownership option" in a residence includes title, in whole or in part, to a residence, or ownership, in whole or in part, of membership shares in a cooperative. "Present ownership interest" in a residence does not include the right to purchase title to the residence under a lease-purchase agreement.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Processing Entity: The person or entity who is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs the processing entity is the responsibility entity.

Project-Based Assistance Program: A Section 8 program administered by an Agency pursuant to 24 CFR part 983, as amended by HUD in the Federal Register, Vol. 66, No. 10 on January 16, 2001 *Revisions to PHA Project-Based Assistance Program; Initial Guidance.*

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a housing choice voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Responsible Entity:

A. For the public housing program, the Section 8 tenant-based assistance program 24 CFR 982), and the Section 8 project-based voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;

B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Risk assessment In the context of lead -based paint it means an on-site investigation to determine and report the existence, nature, severity, and location of lead-based paint hazards in residential dwellings, including:

A. Information gathering regarding the age and history of the housing and occupancy by children under age 6;

B. Visual inspection;

C. Limited wipe sampling or other environmental sampling techniques;

D. Other activity as may be appropriate; and

E. Provision of a report explaining the results of the investigation.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified welfare benefit reduction:

A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection wit the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

B. "Specified welfare benefit reduction" does not include a reduction or termination of

welfare benefits by the welfare agency:

1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;

2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

3. because a family member has not complied with other welfare agency requirements.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Statement of homeowner obligations: In the homeownership option, the family's agreement to comply with program obligations.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's housing choice voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Temporarily absent: A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds thirty (30) calendar days, the Agency must agree to the absence.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

(1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :

a. 30% of the family's monthly adjusted income;

b. 10% of the family's monthly income;

c. Minimum rent; or

d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

(2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility allowance: If the cost of utilities (except telephone and cable tv) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: The portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Verification:

a. The process of obtaining statements from individuals who can attest to the accuracy of the

amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

b. The three types of verification are:

(1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.

(2) Documentation such as a copy of a birth certificate or bank statement

(3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Violent criminal activity: Means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a housing choice voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. [24 CFR 982.4]

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and

B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

A. Nonrecurrent, short-term benefits that:

1. Are designed to deal with a specific crisis situation or episode of need;

2. Are not intended to meet recurrent or ongoing needs; and

3. Will not extend beyond four months.

B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

C. Supportive services such as child care and transportation provided to families who are employed;

D. Refundable earned income tax credits;

E. Contributions to, and distributions from, Individual Development Accounts;

F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Welfare -to-Work (WTW) families: Families assisted with housing choice voucher funding awarded under the HUD welfare-to-work voucher program.

Written notification: All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

Attachment Q
Housing Authority of Lackawanna County
Definition of Substantial Deviation

Substantial Deviation or Significant Amendments or Modifications are defined as discretionary changes in the plans or policies of the Housing Authority that fundamentally change the mission, goals, objectives, or plans of the agency which requires formal approval of the Board of Commissioners.

Attachment R
Assessment of Site-Based Waiting List Development Demographic Changes

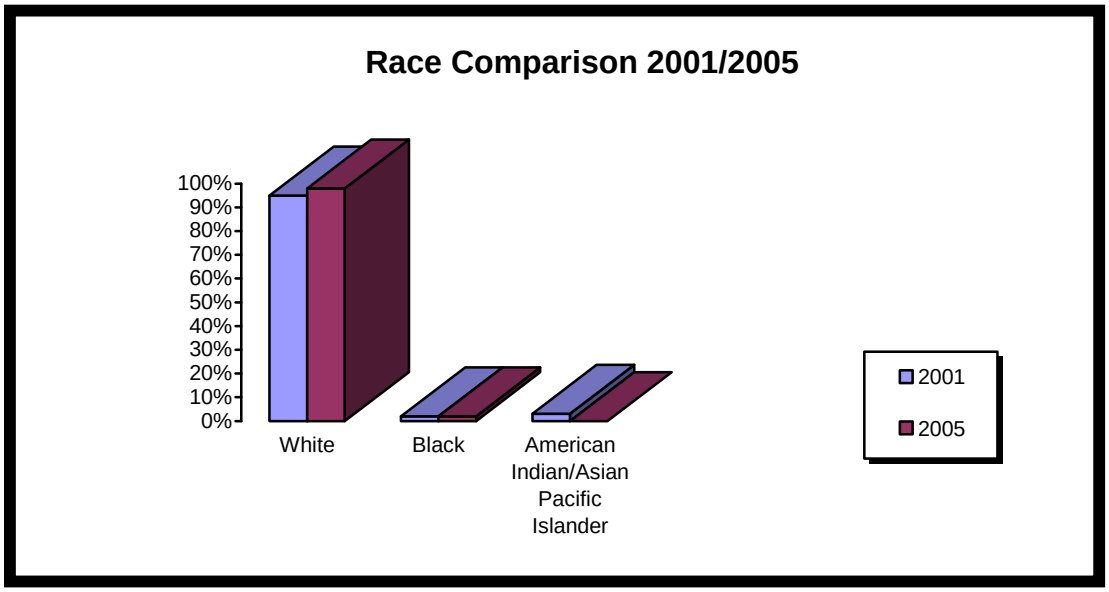
Lackawanna Housing implemented site-based waiting lists in 2001, on the following pages you will find tables that provide the changes in racial, ethnic and disability-related resident composition at each of Lackawanna Housing developments. This assessment is based on Multifamily Tenant Characteristic (MTCS) occupancy data.

Taylor Development

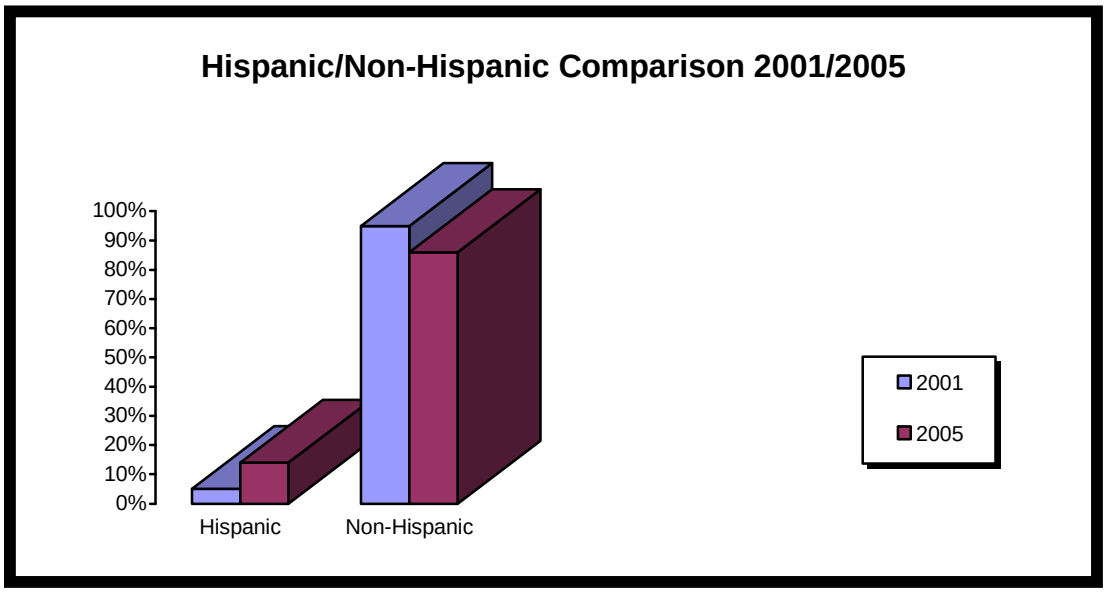
Project Number: 38-01
Total Number of Units: 60

Disabled Residents	
2001	17%
2005	32%
Percentage Change	+15%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	95%	2%	3%
2005	98%	2%	0%
Percentage Change	+3%	0%	-3%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	5%	95%
2005	14%	86%
Percentage Change	+9%	-9%

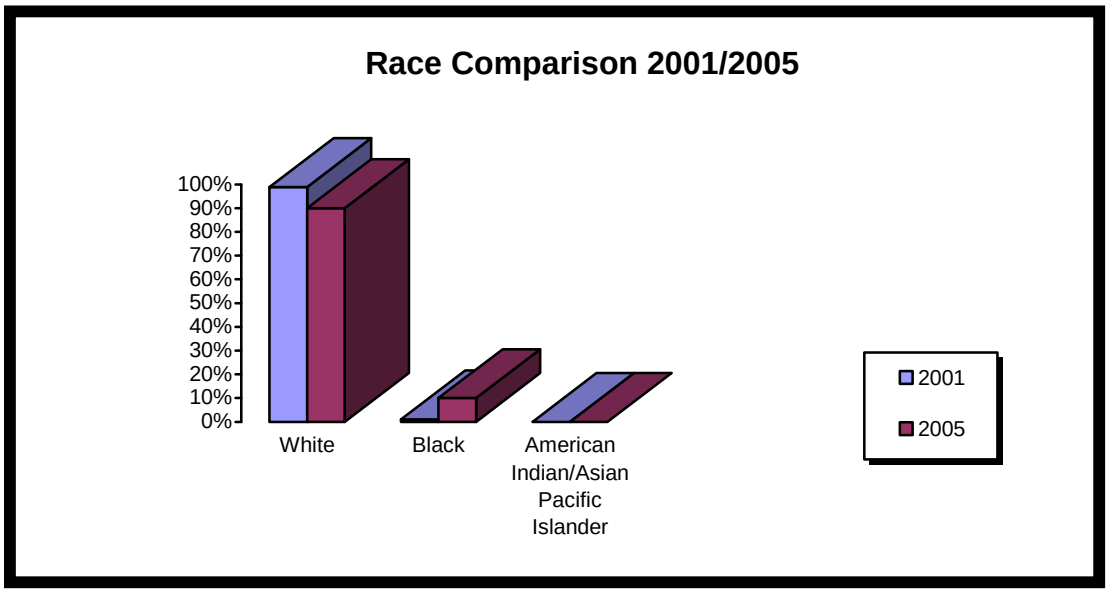


Dunmore Development

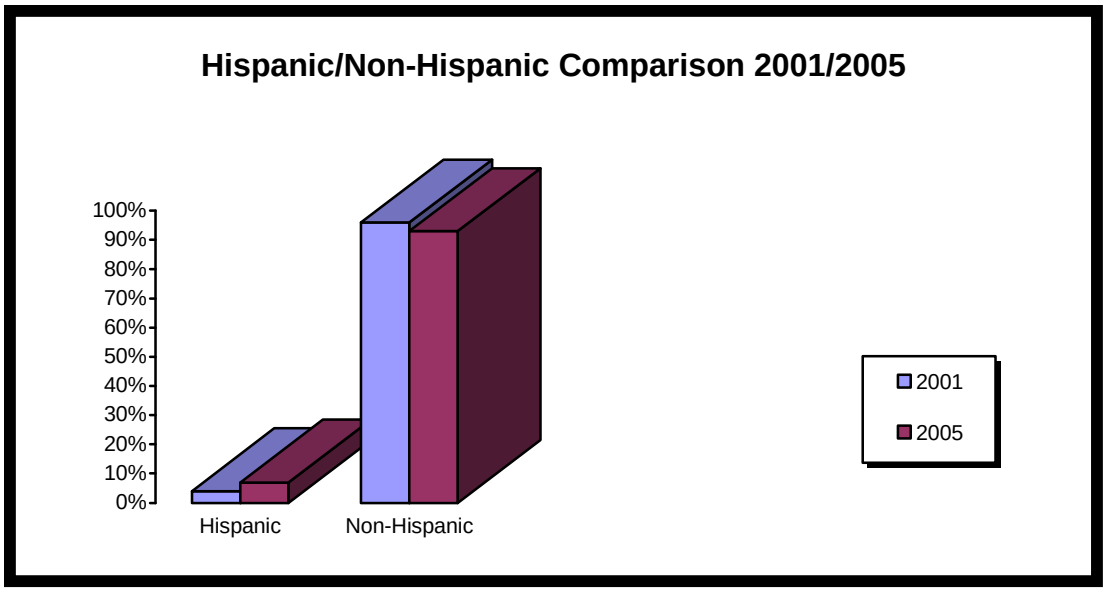
Project Number: 38-02
Total Number of Units: 100

Disabled Residents	
2001	25%
2005	22%
Percentage Change	-3%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	99%	1%	0%
2005	90%	10%	0%
Percentage Change	-9%	+9%	0%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	4%	96%
2005	7%	93%
Percentage Change	+3%	-3%

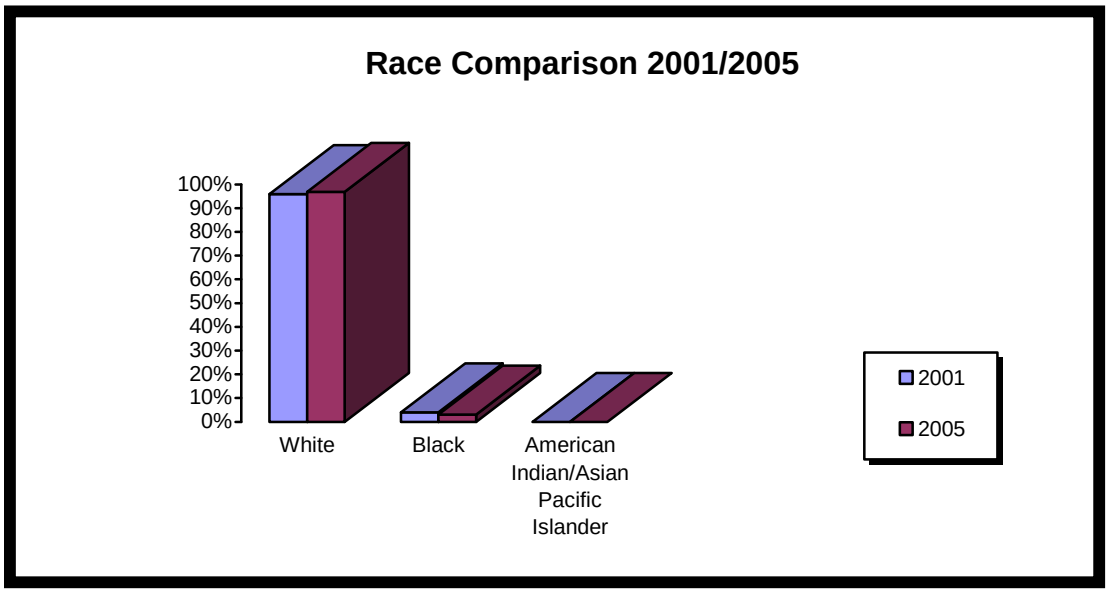


Moosic Development

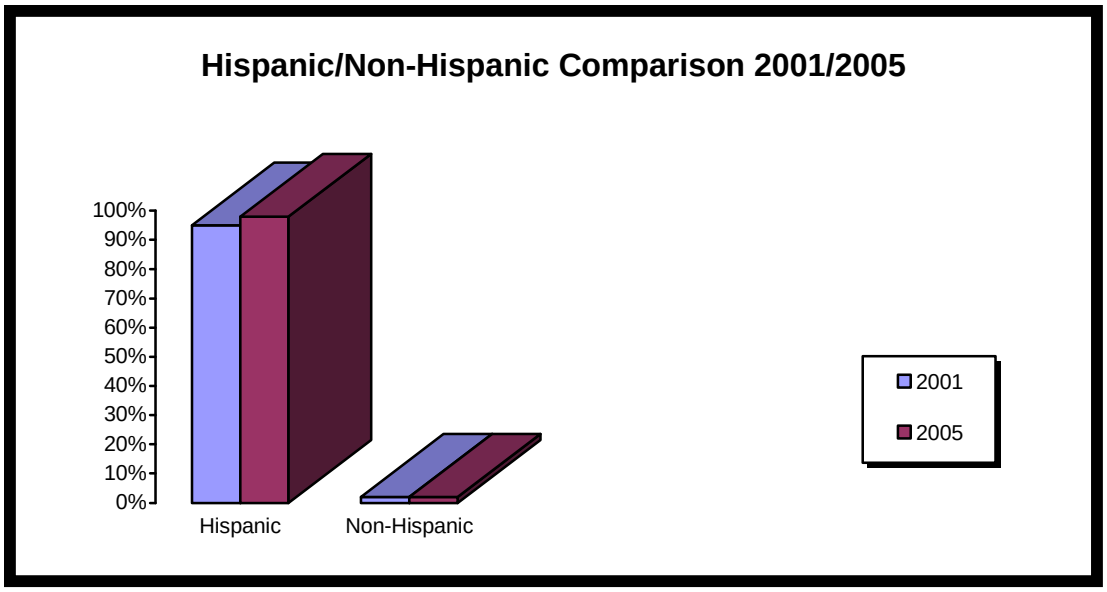
Project Number: 38-03
Total Number of Units: 30

Disabled Residents	
2001	19%
2005	13%
Percentage Change	-6%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	96%	4%	0%
2005	97%	3%	0%
Percentage Change	+1%	-1%	0%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	0%	100%
2005	3%	97%
Percentage Change	+3%	-3%

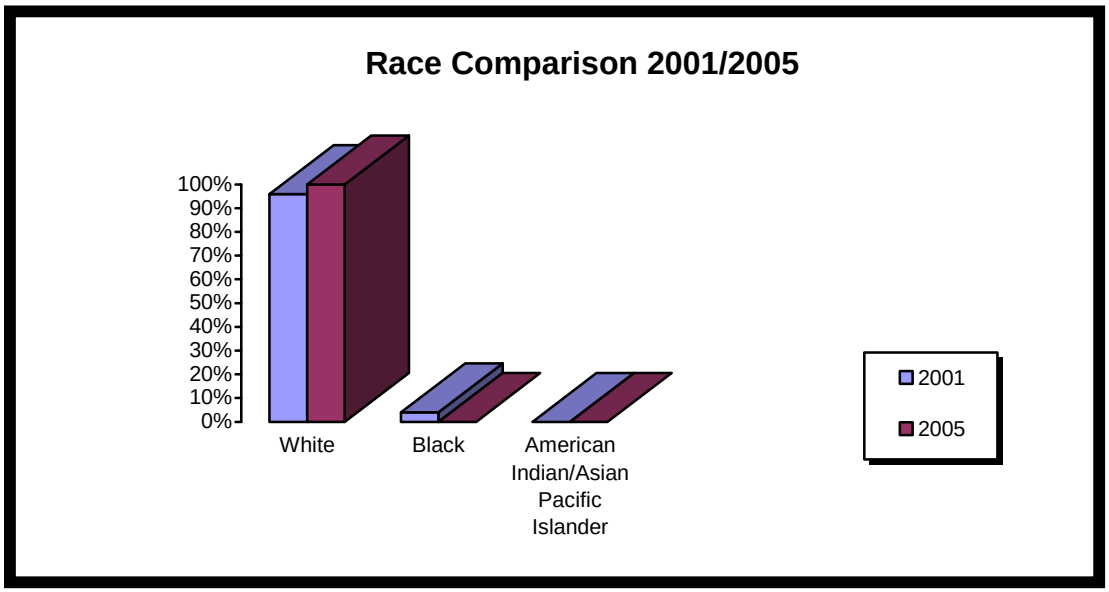


Olyphant Development

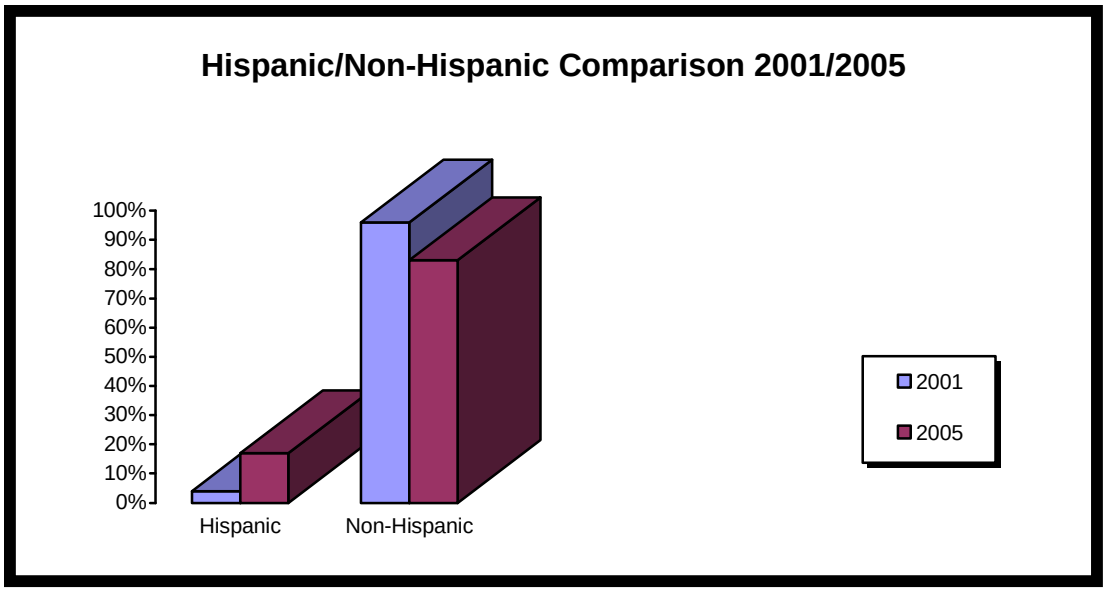
Project Number: 38-04
Total Number of Units: 30

Disabled Residents	
2001	13%
2005	26%
Percentage Change	+13%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	96%	4%	0%
2005	100%	0%	0%
Percentage Change	+4%	-4%	0%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	4%	96%
2005	17%	83%
Percentage Change	+13%	-13%

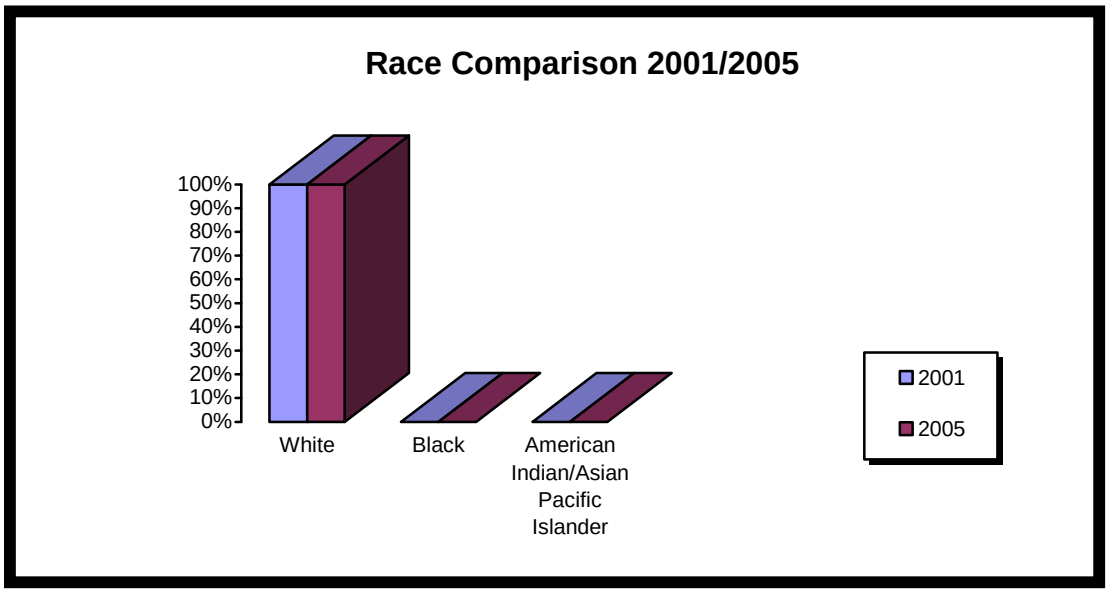


Fell Township Development

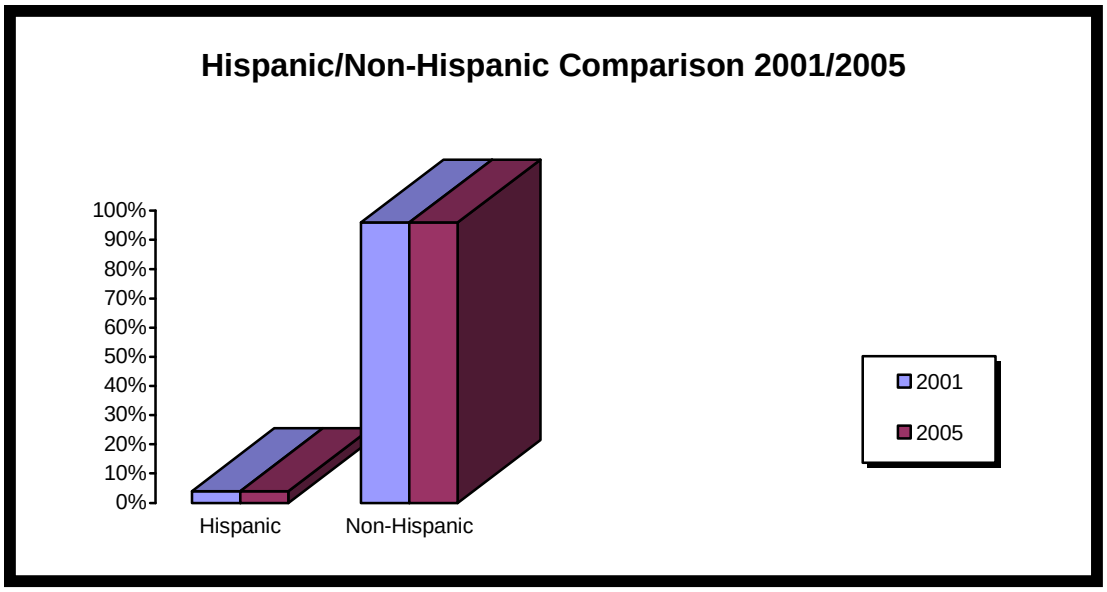
Project Number: 38-05
Total Number of Units: 25

Disabled Residents	
2001	17%
2005	29%
Percentage Change	+12%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	100%	0%	0%
2005	100%	0%	0%
Percentage Change	0%	0%	0%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	4%	96%
2005	4%	96%
Percentage Change	0%	0%

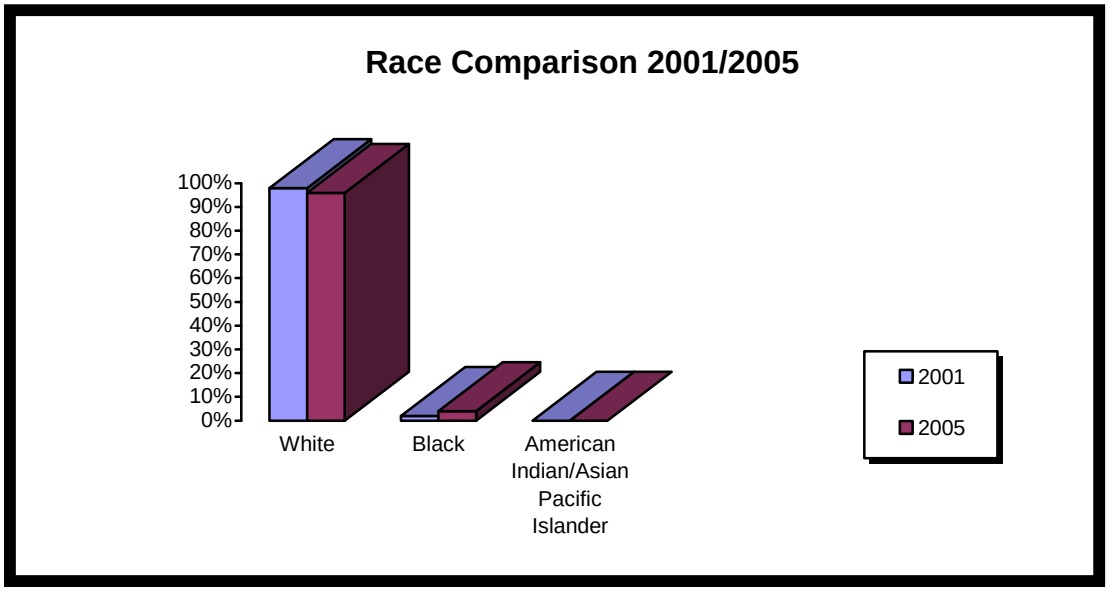


Archbald Development

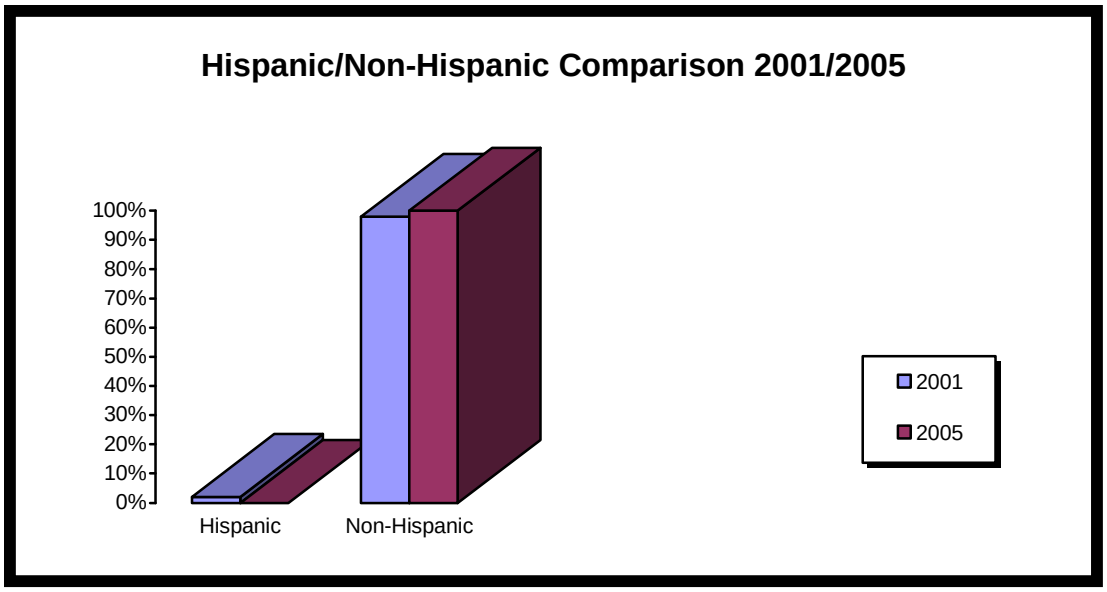
Project Number: 38-06
Total Number of Units: 60

Disabled Residents	
2001	38%
2005	37%
Percentage Change	-1%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	98%	2%	0%
2005	96%	4%	0%
Percentage Change	-2%	+2%	0%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	2%	98%
2005	0%	100%
Percentage Change	-2%	+2%

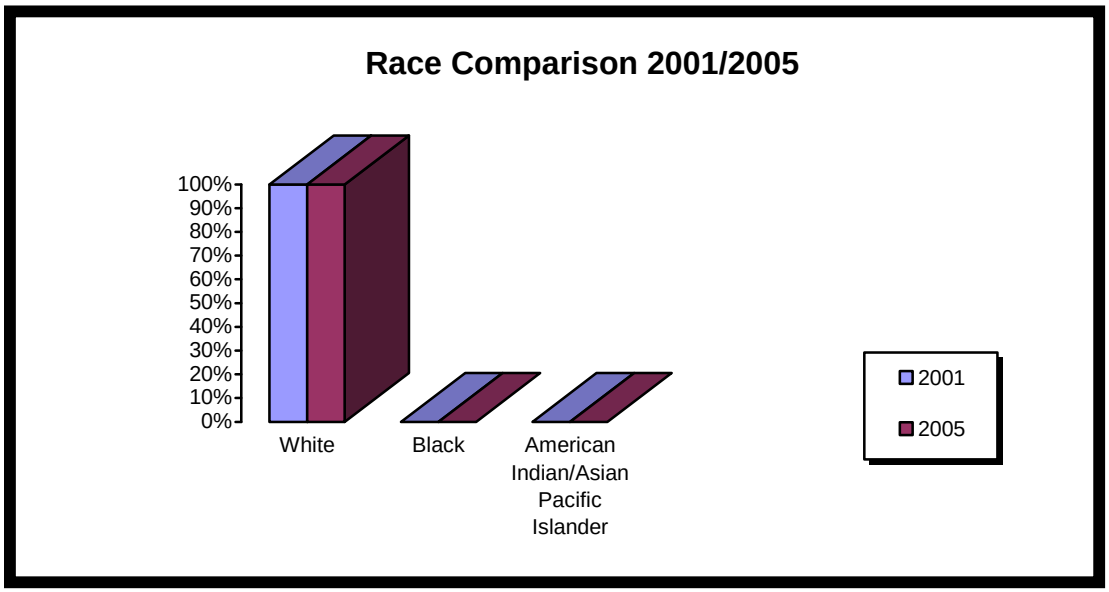


Olyphant Development

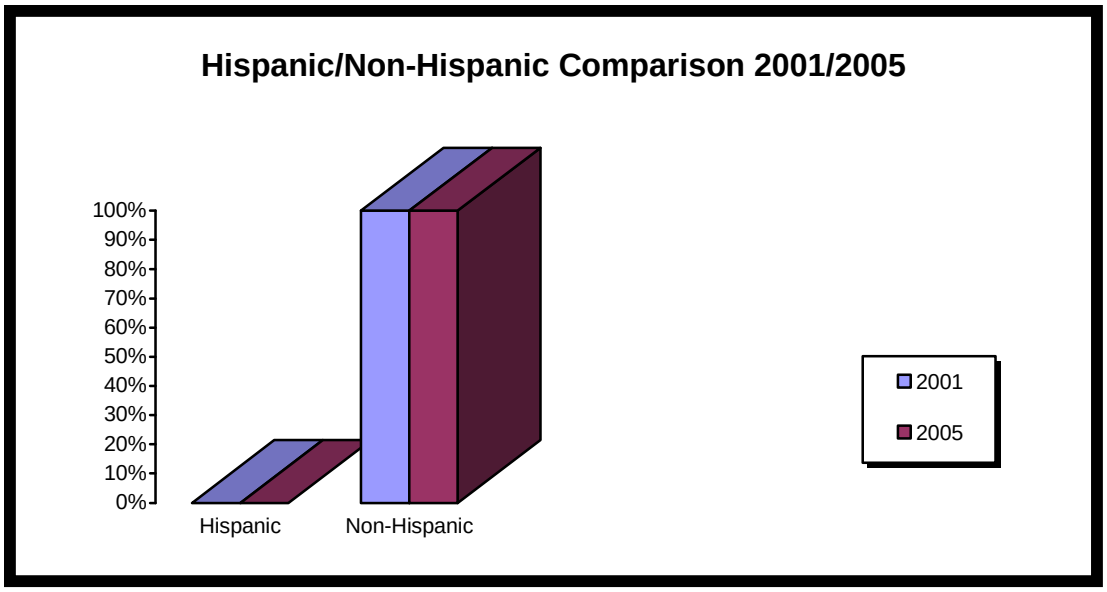
Project Number: 38-07
Total Number of Units: 60

Disabled Residents	
2001	4%
2005	2%
Percentage Change	-2%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	100%	0%	0%
2005	100%	0%	0%
Percentage Change	0%	0%	0%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	0%	100%
2005	0%	100%
Percentage Change	0%	0%

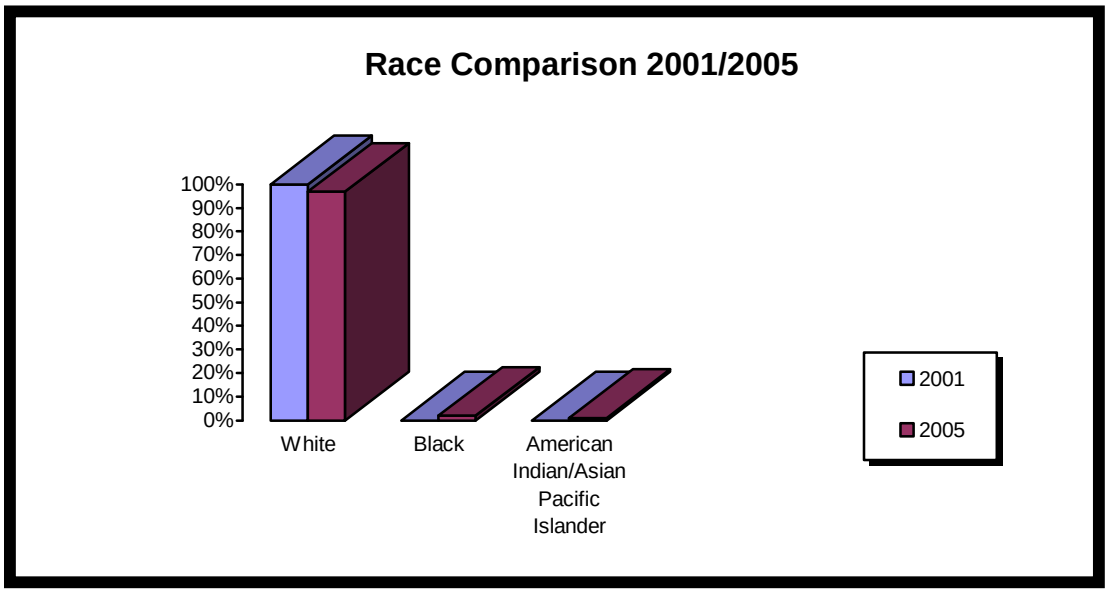


Old Forge Development

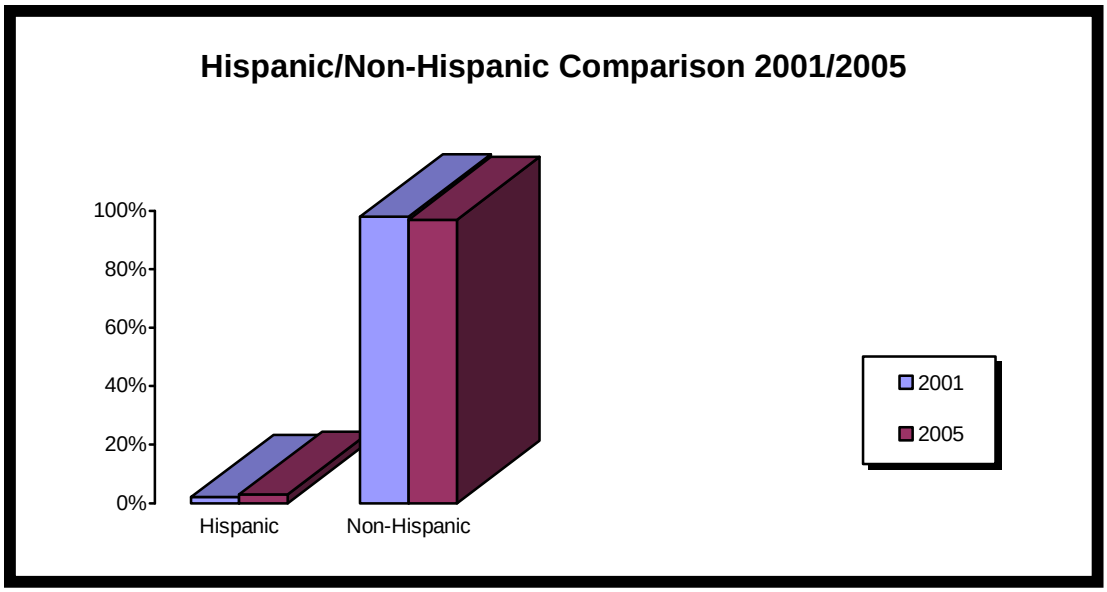
Project Number: 38-08
Total Number of Units: 124

Disabled Residents	
2001	13%
2005	24%
Percentage Change	+11%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	100%	0%	0%
2005	97%	2%	1%
Percentage Change	-3%	+2%	+1%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	2%	98%
2005	3%	97%
Percentage Change	+1%	-1%

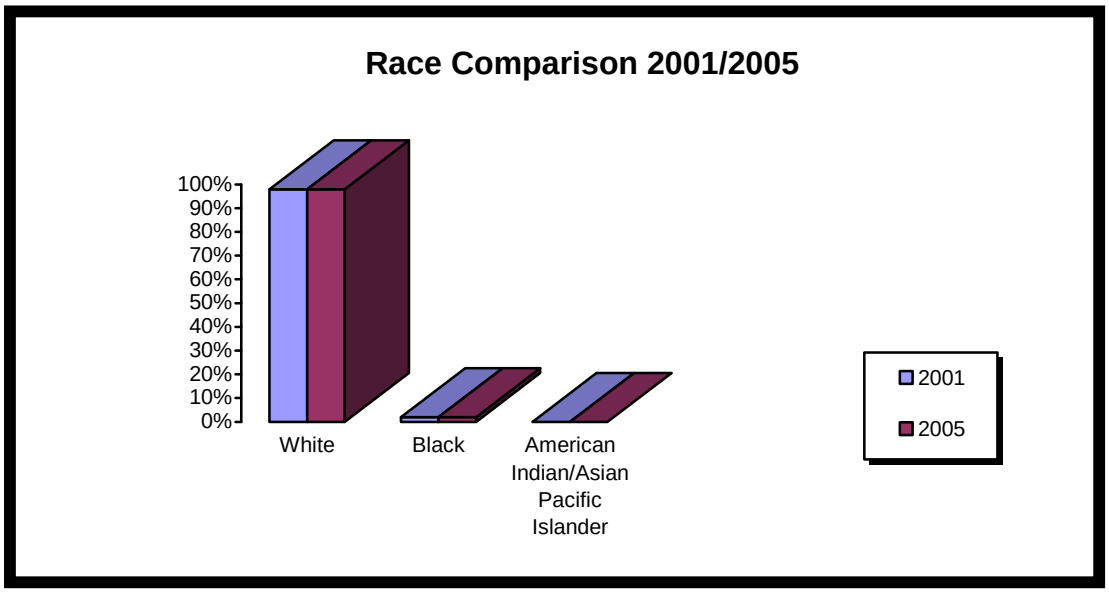


Jessup Development

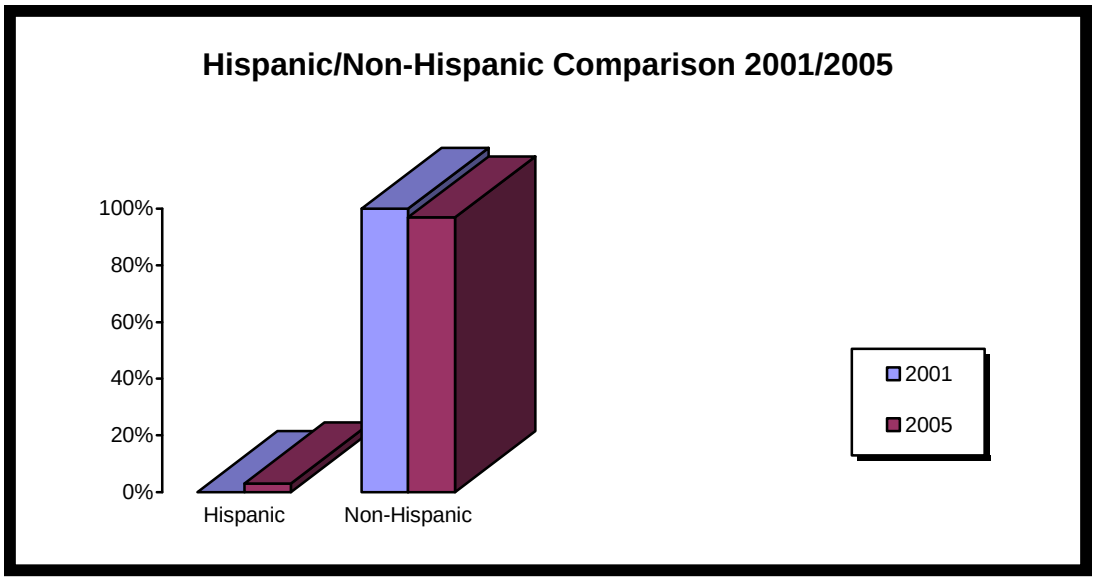
Project Number: 38-09
Total Number of Units: 76

Disabled Residents	
2001	31%
2005	52%
Percentage Change	+21%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	98%	2%	0%
2005	98%	2%	0%
Percentage Change	0%	0%	0%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	0%	100%
2005	3%	97%
Percentage Change	+3%	-3%

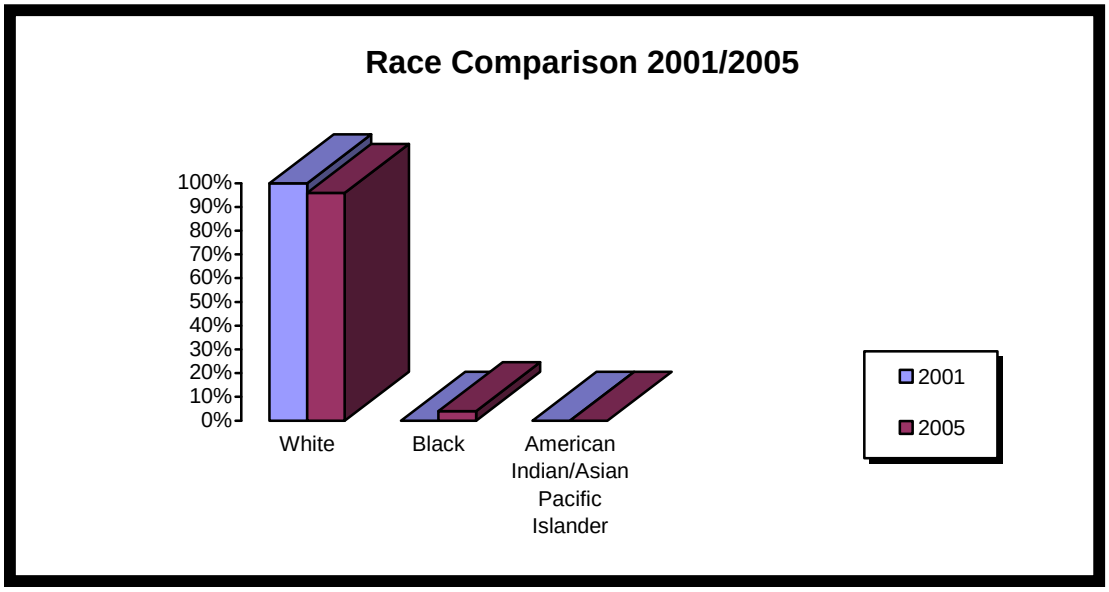


Dickson City Development

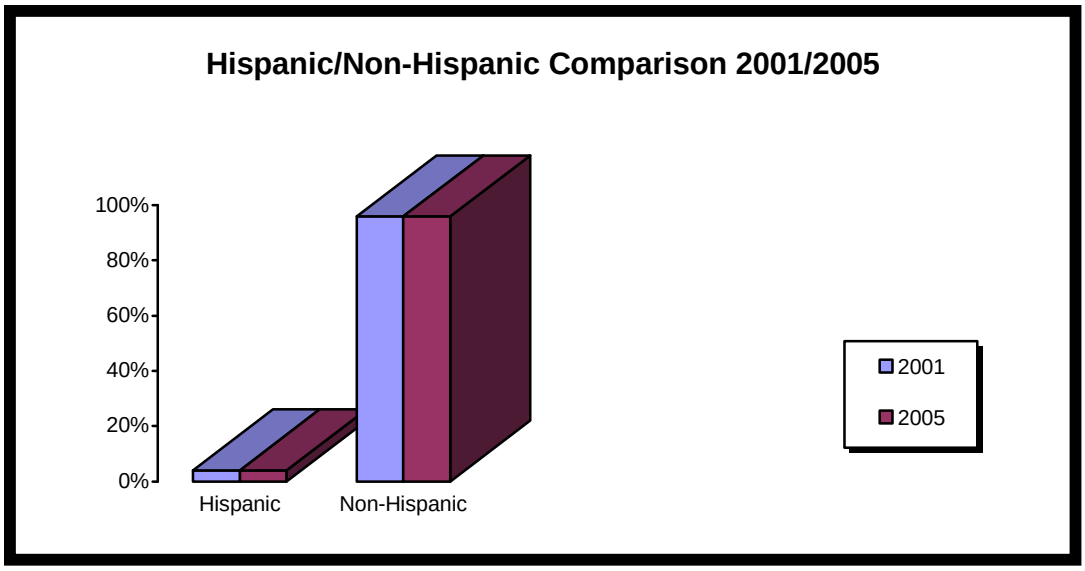
Project Number: 38-10
Total Number of Units: 69

Disabled Residents	
2001	18%
2005	34%
Percentage Change	+16%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	100%	0%	0%
2005	96%	4%	0%
Percentage Change	-4%	+4%	0%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	4%	96%
2005	4%	96%
Percentage Change	0%	0%

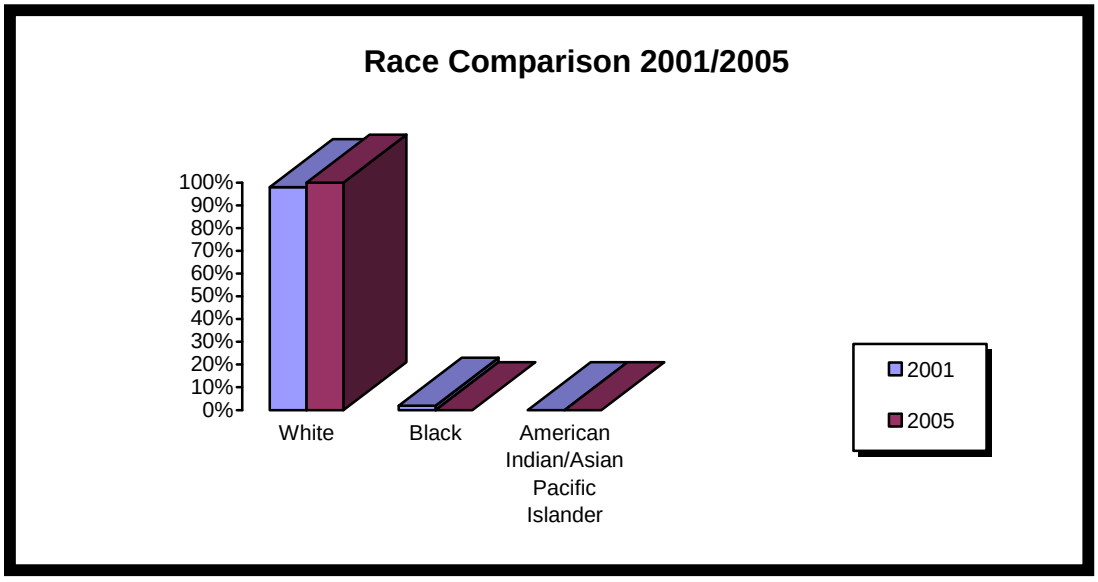


Taylor Development

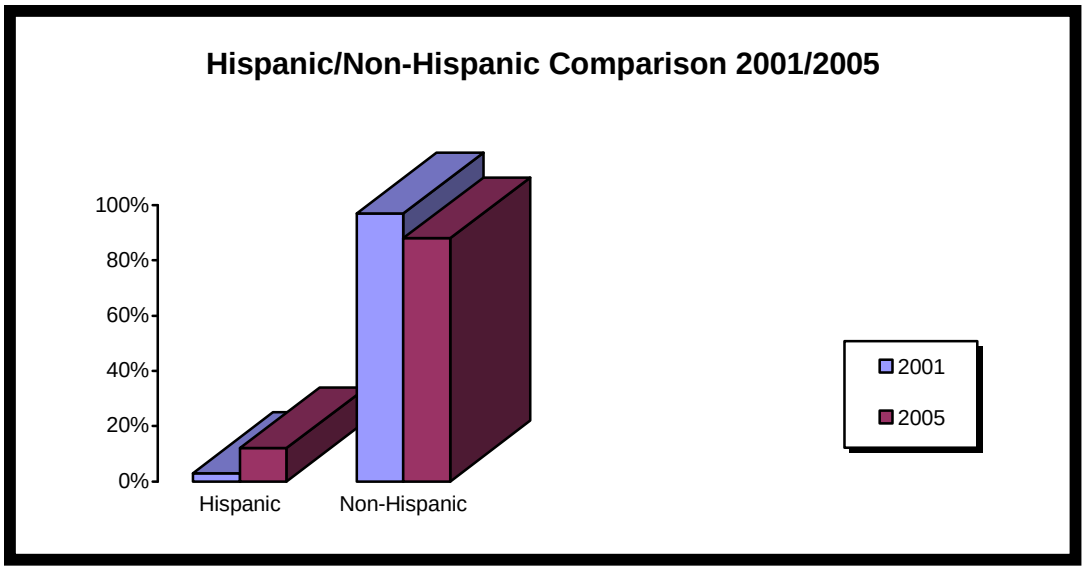
Project Number: 38-12
Total Number of Units: 100

Disabled Residents	
2001	26%
2005	34%
Percentage Change	+8%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	98%	2%	0%
2005	100%	0%	0%
Percentage Change	+2%	-2%	0%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	3%	97%
2005	12%	88%
Percentage Change	+9%	-9%

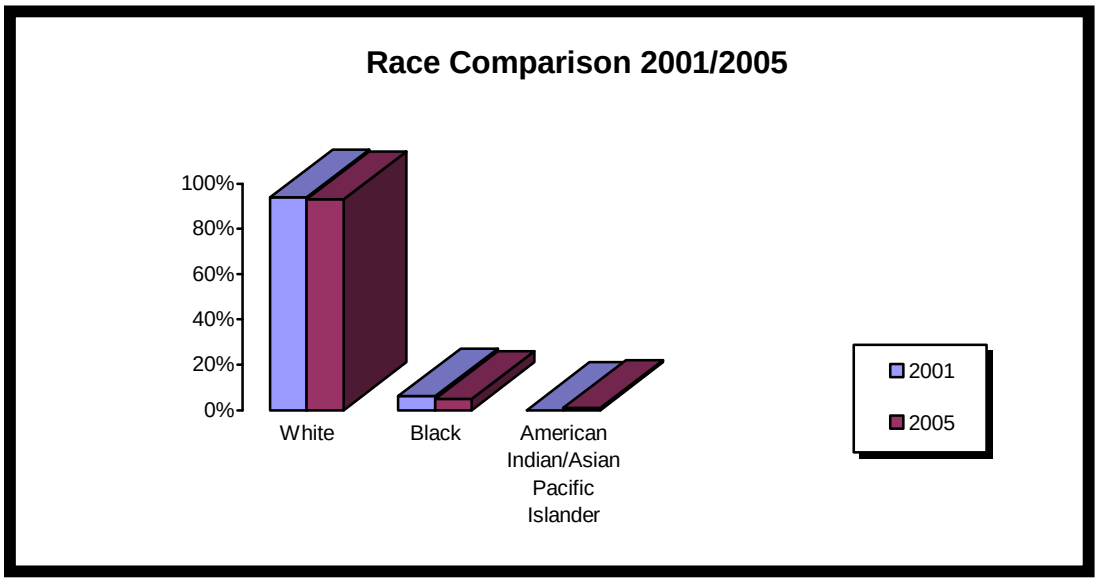


Blakely Development

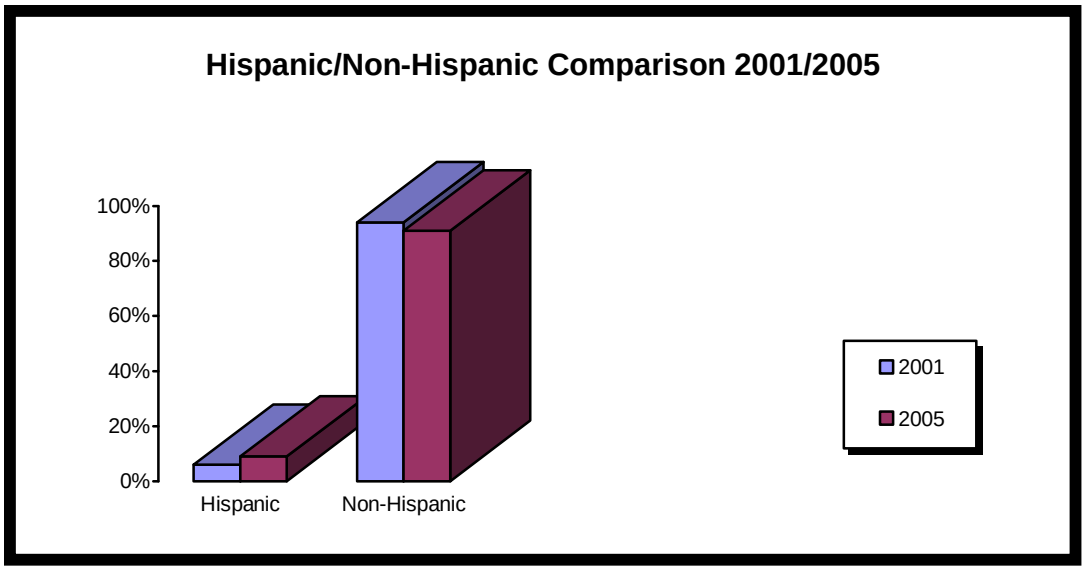
Project Number: 38-13
Total Number of Units: 101

Disabled Residents	
2001	7%
2005	12%
Percentage Change	+5%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	94%	6%	0%
2005	93%	5%	1%
Percentage Change	-1%	-1%	+1%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	6%	94%
2005	9%	91%
Percentage Change	+3%	-3%



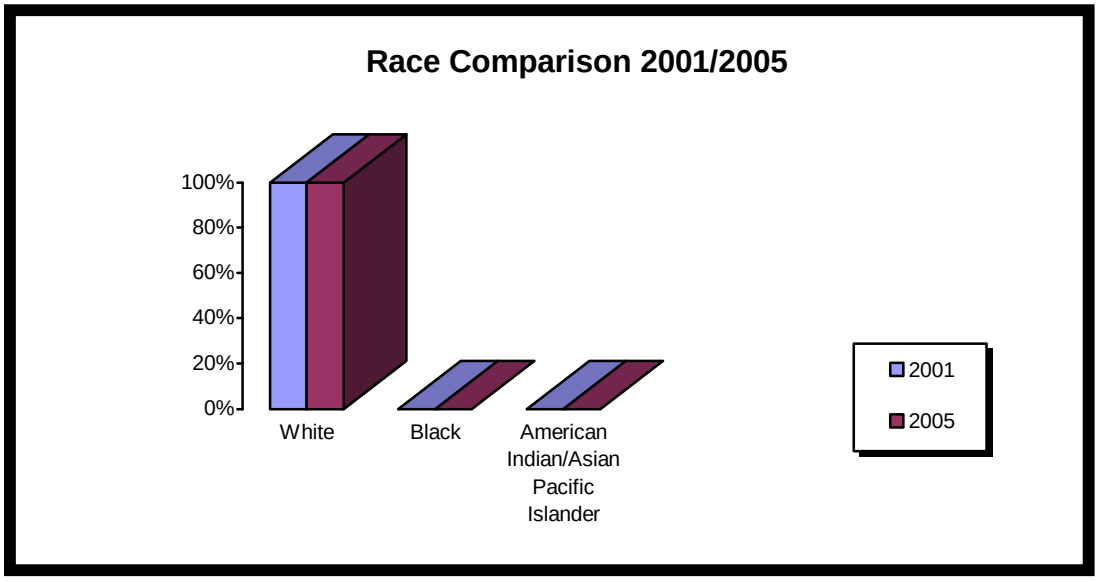
South Abington Township Development

Project Number: 38-14

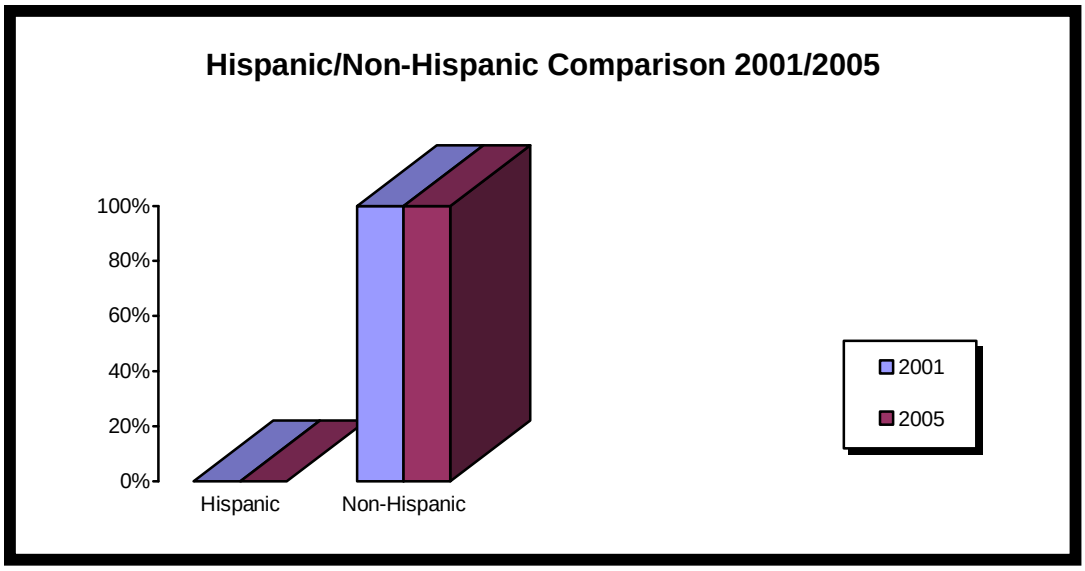
Total Number of Units: 60

Disabled Residents	
2001	18%
2005	10%
Percentage Change	-8%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	100%	0%	0%
2005	100%	0%	0%
Percentage Change	0%	0%	0%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	0%	100%
2005	0%	100%
Percentage Change	0%	0%

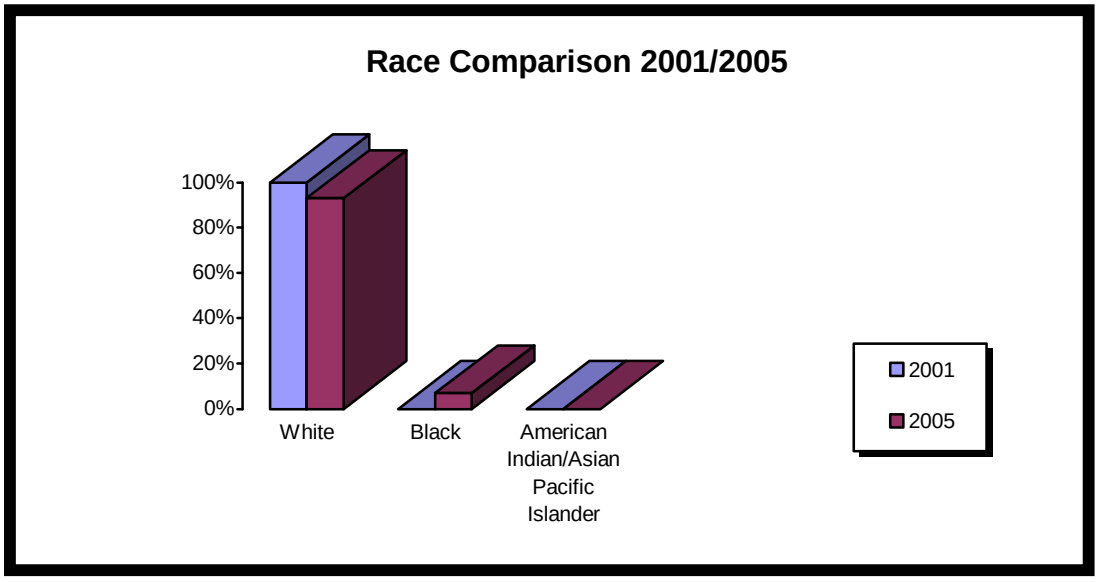


Jermyn Development

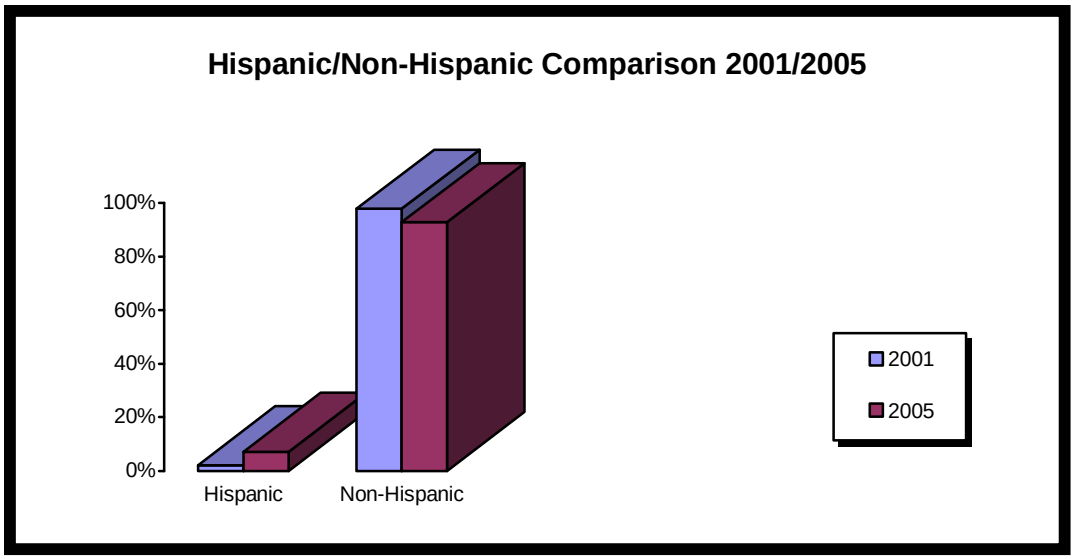
Project Number: 38-15
Total Number of Units: 52

Disabled Residents	
2001	40%
2005	27%
Percentage Change	-13%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	100%	0%	0%
2005	93%	7%	0%
Percentage Change	-7%	+7%	0%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	2%	98%
2005	7%	93%
Percentage Change	+5%	-5%

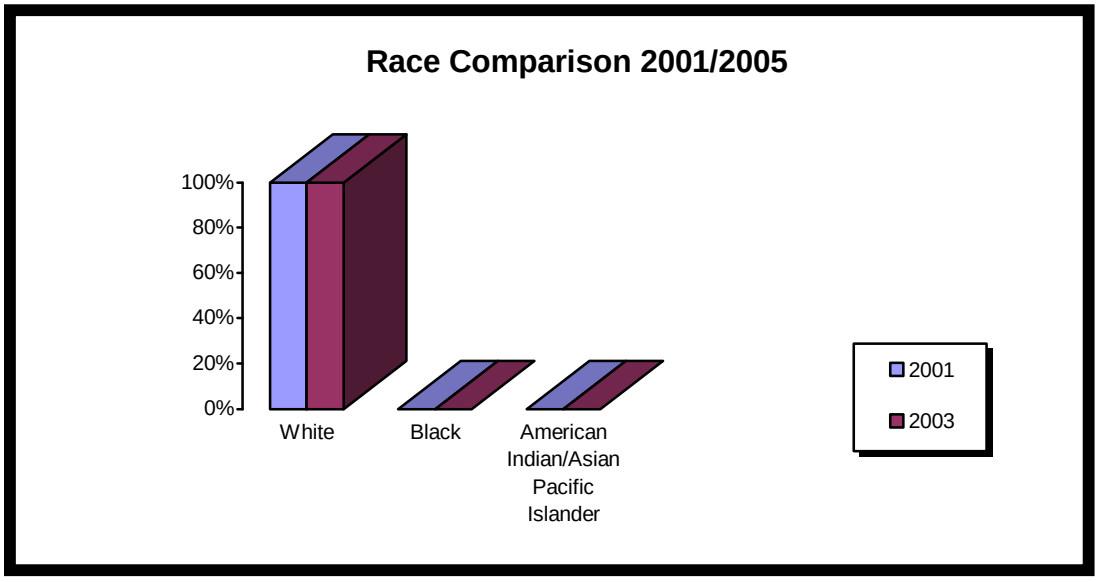


Dickson City Development

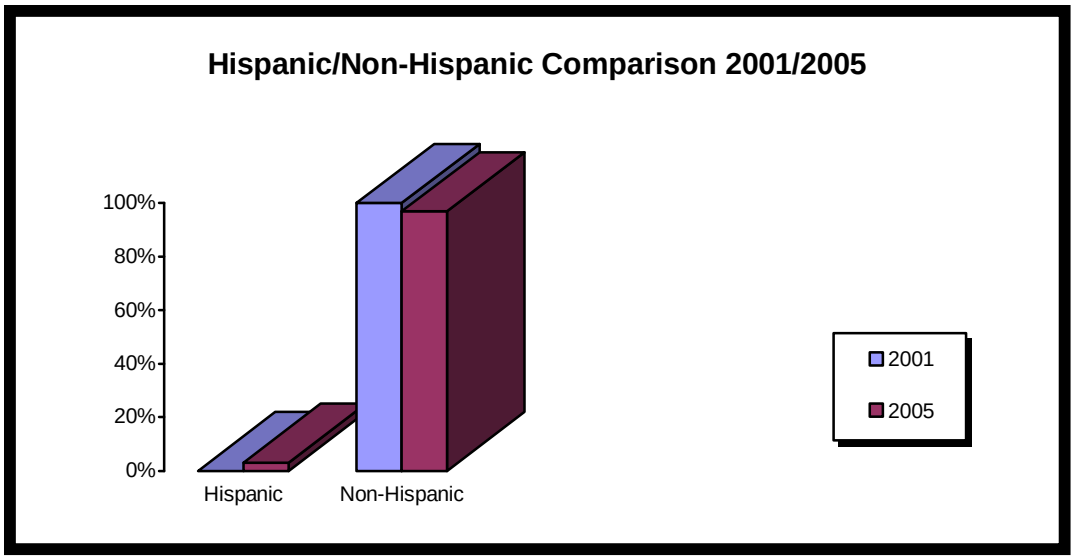
Project Number: 38-16
Total Number of Units: 31

Disabled Residents	
2001	6%
2005	10%
Percentage Change	+4%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	100%	0%	0%
2005	100%	0%	0%
Percentage Change	0%	0%	0%



Hispanic/Non-Hispanic		
	Hispanic	**Non- Hispanic**
2001	0%	100%
2005	3%	97%
Percentage Change	+3%	-3%

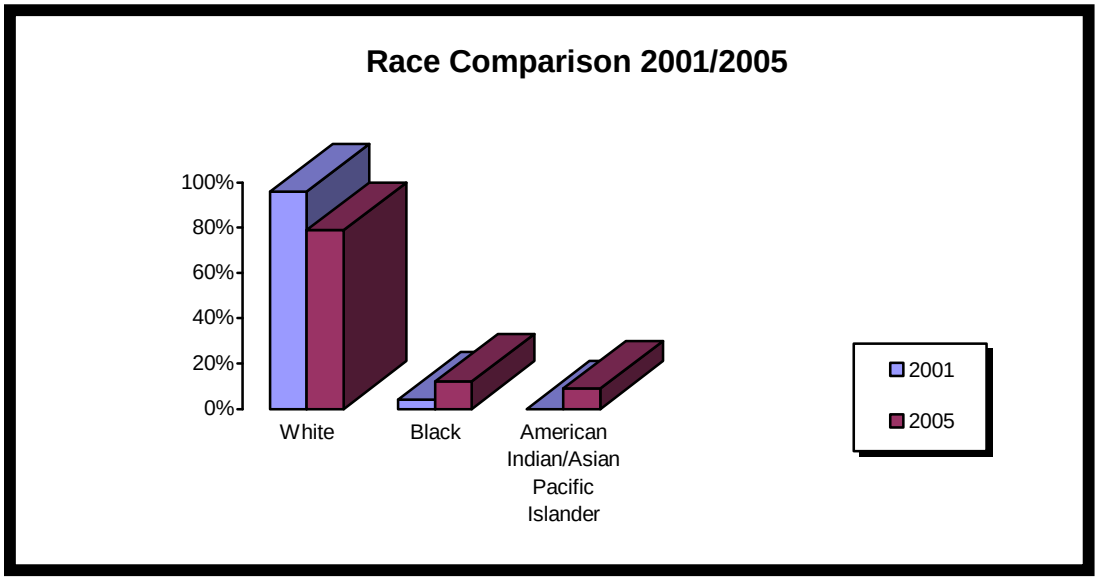


Throop Development

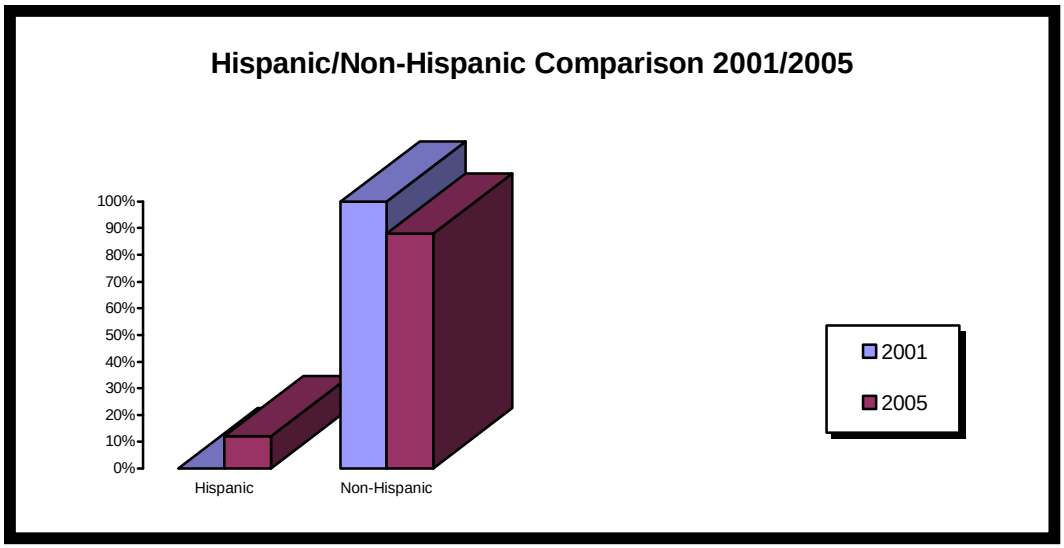
Project Number: 38-17
Total Number of Units: 50

Disabled Residents	
2001	8%
2005	14%
Percentage Change	+6%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	96%	4%	0%
2005	79%	12%	9%
Percentage Change	-17%	+8%	+9%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	0%	100%
2005	12%	88%
Percentage Change	+12%	-12%



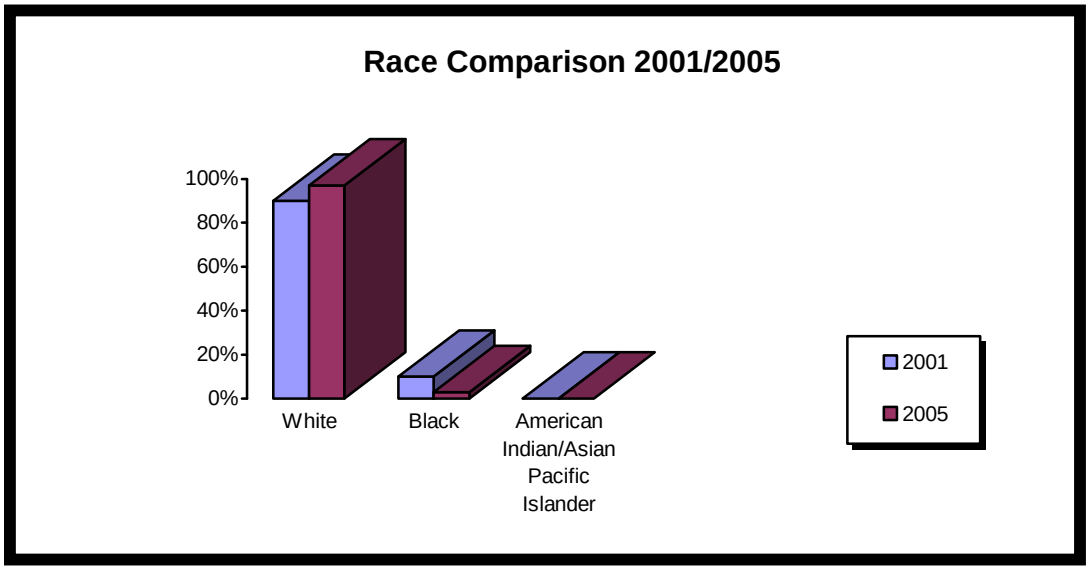
Olyphant Development

Project Number: 38-18

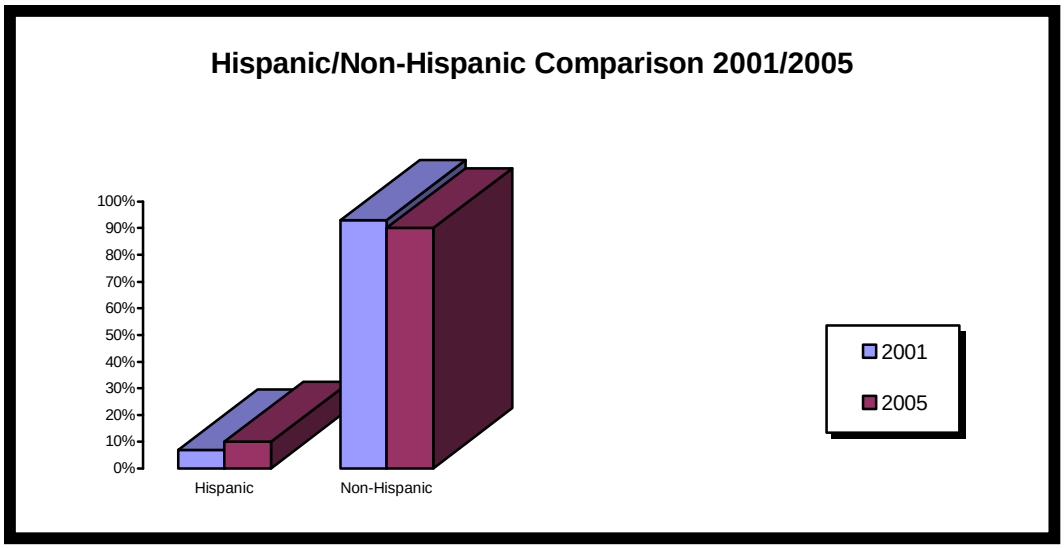
Total Number of Units: 50

Disabled Residents	
2001	15%
2005	20%
Percentage Change	+5%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	90%	10%	0%
2005	97%	3%	0%
Percentage Change	+7%	-7%	0%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	7%	93%
2005	10%	90%
Percentage Change	+4%	-3%

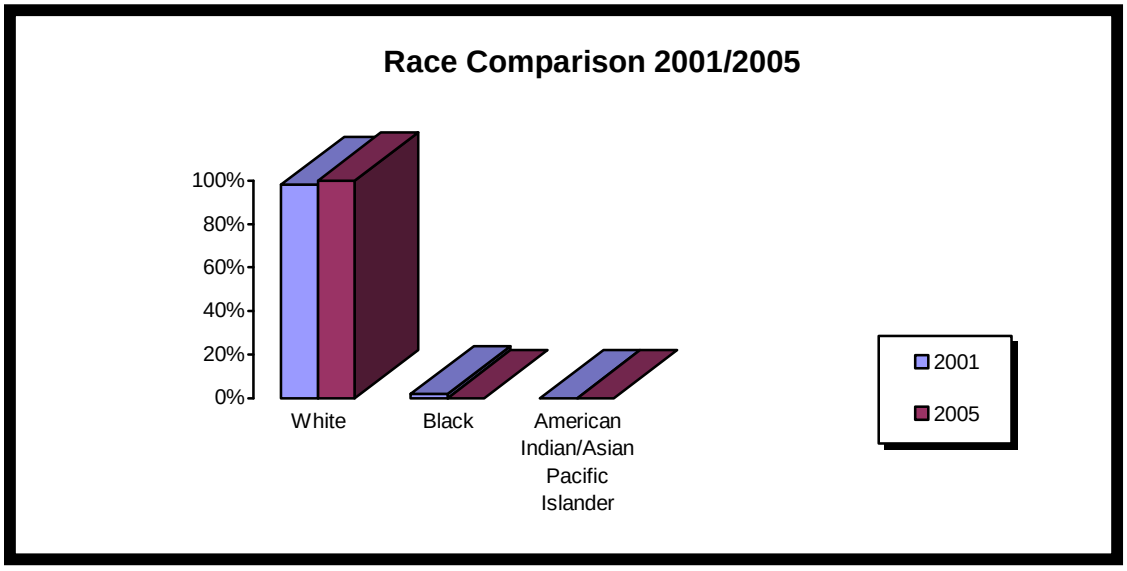


Dunmore Development

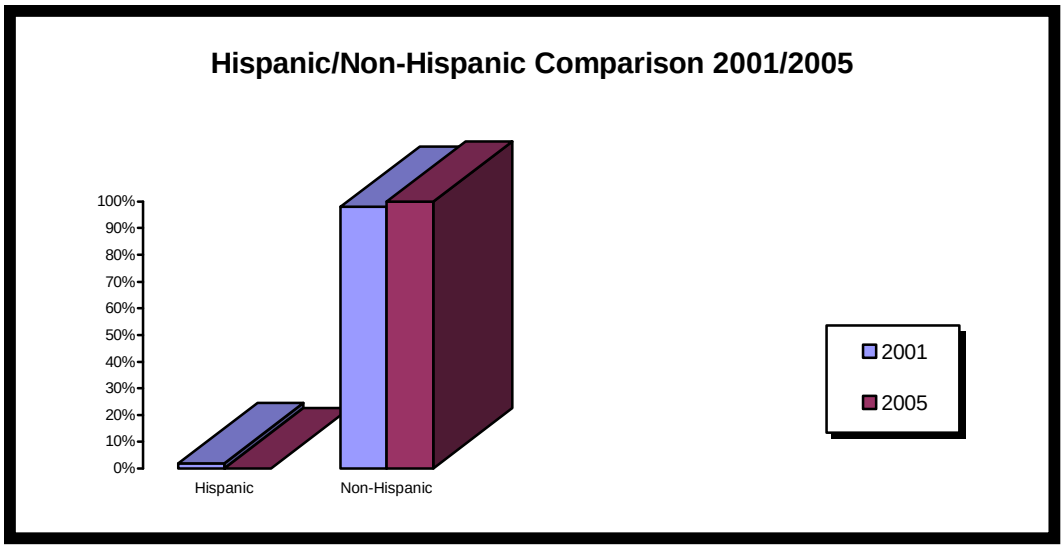
Project Number: 38-22
Total Number of Units: 50

Disabled Residents	
2001	4%
2005	2%
Percentage Change	-2%

Race			
	White	**Black**	**American Indian/Asian Pacific**
2001	98%	2%	0%
2005	100%	0%	0%
Percentage Change	+2%	-2%	0%



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	2%	98%
2005	0%	100%
Percentage Change	-2%	+2%



Archbald Development

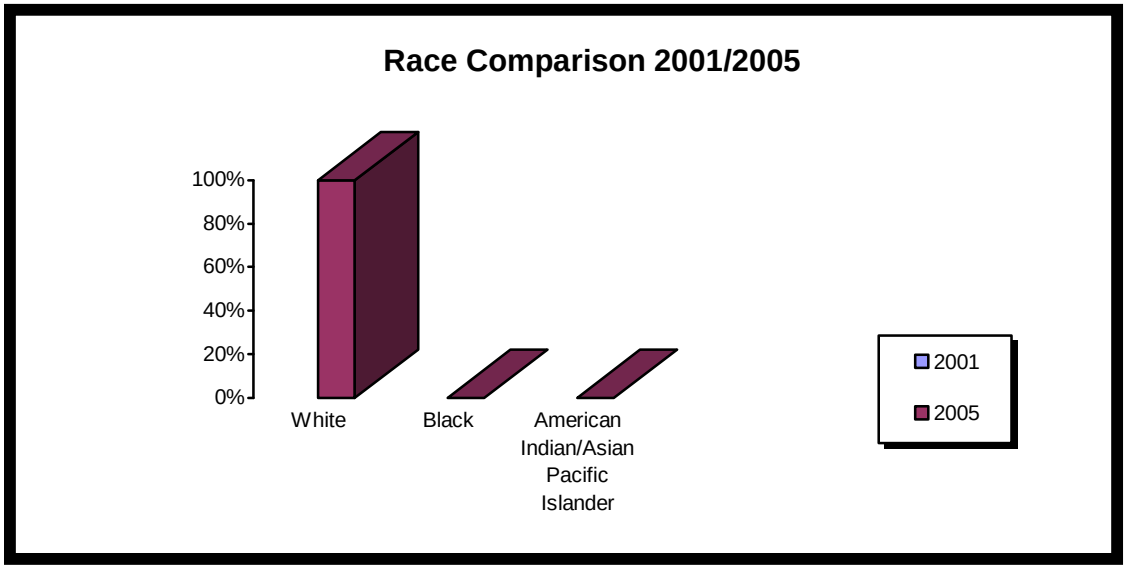
Project Number: 38-24
Total Number of Units: 8

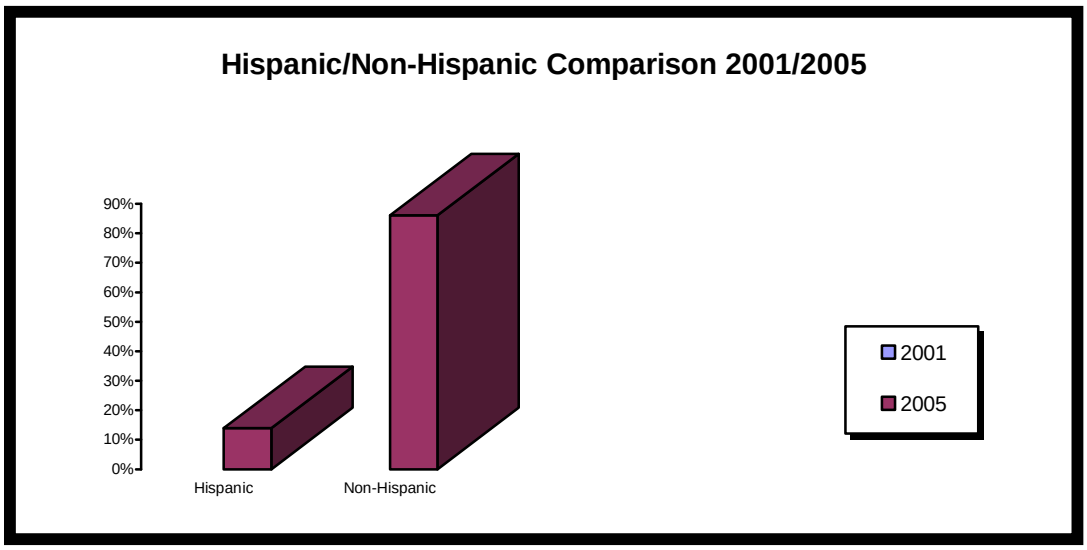
Disabled Residents	
2001	*
2005	14%
Percentage Change	*

* MTCS did not tally due to insufficient data

Race			
	White	Black	American Indian/Asian Pacific
2001	*	*	*
2005	100%	0%	0%
Percentage Change	*	*	*

* MTCS did not tally due to insufficient data



Hispanic/Non-Hispanic		
	Hispanic	**Non-Hispanic**
2001	*	*
2005	14%	86%
Percentage Change	*	*

* MTCS did not tally due to insufficient data