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(exp. 02/28/2006)

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

PHA Plans

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

JEFFERSON COUNTY HOUSING AUTHORITY
201 NORTH JEFFERSON STREET
PUNXSUTAWNEY, PA. 15767
(814) 938-7140

Sandra L. Stroka
Executive Director

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

PHA STANDARD Plan
Agency Identification

PHA Name: Jefferson County Housing Authority

PHA Number: PA 61-1

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

201 North Jefferson Street, Punxsutawney, Pa. 15767

☐ 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

201 North Jefferson Street, Punxsutawney, Pa. 15767

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

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

☒ Main business office of the PHA

201 North Jefferson Street, Punxsutawney, Pa. 15767

☐ 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: *The Jefferson County Housing Authority is committed to building and maintaining affordable housing within our community. We seek to create safe neighborhoods by partnering with individuals and organizations to provide housing, education and employment opportunities for families of modest means to become self-sufficient and improve their quality of life. We shall serve clients and all citizens with the highest level of professionalism, compassion and respect.*

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:

Apply for additional vouchers over 5 year period, based on demand and the Authority's eligibility to apply.

☒ Reduce public housing vacancies

The Housing Authority will continue to attempt to reduce vacancies within the constraints of the existing housing market and current limited interest in public housing.

:

☐ Leverage private or other public funds to create additional housing opportunities:
☐ Acquire or build units or developments
☒ Other

The Housing Authority will devote their energy to increase public housing And Section 8 occupancy rates.

☒ PHA Goal: Improve the quality of assisted housing
Objectives:
☒ Improve public housing management:

The Housing Authority's PHAS score for fiscal year 2004 is 86%. Our 5 year goal is to achieve a high performer score and remain at that consistent high level

.

☒ Improve voucher management:

The Housing Authority's SEMAP score for fiscal year 2004 was 96%. We will continue to maintain our high performer status.

☒ Increase customer satisfaction:

By increasing preventative and routine maintenance overall livability will be positively impacted. Renewed emphasis will be placed on addressing safety and neighborhood appearance

.

☐ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
☒ Renovate or modernize public housing units:

In accordance with approved Capital Fund Program

☐ Demolish or dispose of obsolete public housing:
☐ Provide replacement public housing:
☐ Provide replacement vouchers:
☐ Other: (list below)

☒ PHA Goal: Increase assisted housing choices
Objectives:
☒ Provide voucher mobility counseling:
☒ Conduct outreach efforts to potential voucher landlords

The Housing Authority will continue to conduct at least annually meetings with potential landlords

.

☐ Increase voucher payment standards
☒ Implement voucher homeownership program:

The Housing Authority will continue to initiate the Section 8 Homeownership Program starting with 5 homeownership opportunities. The Housing Authority has developed a program outline detailing the program participation and has partnered with Rural Development to collaterate our efforts. Our first Homeowner had closing on 8-30-2004.

☐ Implement public housing or other homeownership programs:
☒ Implement public housing site-based waiting lists

The Housing Authority will continue to use 3 municipal waiting list: Punxsutawney, Reynoldsville and Sykesville, Pa.

:

☐ Convert public housing to vouchers:
☒ Other:

The Housing Authority continues to manages a 16 family unit development in Brookville and 40 elderly units in Brockway through USDA and properties of a non-profit in Brockway to provide assisted Living for the elderly.

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

The Housing Authority has adopted a new economic deconcentration policy. The Authority will annually reanalysis development income to determine if developments targeted for economic deconcentration should be changed

.

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

Income mixing will be achieved through implementing adopted Economic Deconcentration Policy.

☐ Implement public housing security improvements:

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

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

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

Objectives:

☐ Increase the number and percentage of employed persons in assisted families:
☒ Provide or attract supportive services to improve assistance recipients' employability:

The Housing Authority's representative regularly participates in Scheduled interagency social service meetings at which the full array of employment services are discussed. Under the Workforce Investment Act the Housing Authority is a partner with Team Pennsylvania Career Link. Conventional, new or innovative approaches to increase resident employment opportunities will be identified and disseminated to our residents. The Housing Authority continues to provide hands on employments/training through their Step Up Program to public housing and Section 8 Participants.

☐ 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:

The Housing Authority conducts regular monthly meeting with the entire staff to ensure sensitivity to all Equal Opportunity goals and objectives. Minutes of these meetings are kept and available in the Authority's main office. Current census data estimates a total county wide minority population of approx. 1.5%.

☒ 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:

The Housing Authority meets with our residents semi annually at each development. The Housing Authority request their comments, concerns and questions and ideas on how the Housing Authority can formulate policies and procedures that will benefit both the residents and Housing Authority.

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.

The Annual Plan reflects the Jefferson County Housing Authority's official policies, procedures and activities that will be carried out during the Housing Authority's 2005 Fiscal Year.

The Housing Authority provides safe, decent, and affordable housing for lower income families, elderly, and persons with disabilities, along with encouraging families to become self-sufficient.

Our goal is to expand the supply of assisted housing by reducing public housing vacancies and developing an aggressive marketing plan.

We plan to improve the quality of assisted housing by increasing our PHAS score, increase customer satisfaction, and continue to modernize our public housing units through our Capital Fund Program.

All operations, management policies, and this Annual Plan will reflect the fact that the resident's needs are first and foremost. All individuals will be treated fairly and equally when seeking the Authority's assistance in improving their quality of living conditions.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

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

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Attachments

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

Required Attachments:

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

Optional Attachments:

☐ PHA Management Organizational Chart
☒ FY 2005
Capital Fund Program 5 Year Action Plan (ATTACHMENT P)
☐ Public Housing Drug Elimination Program (PHDEP) Plan

☒ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text) (ATTACHMENT E)
☒ Other (List below, providing each attachment name)

ATTACHMENT A - Housing Authority 5 year Progress Report
ATTACHMENT B - Resident Member of the Housing Authority Board
ATTACHMENT C - Substantial Deviation and Significant Amendment or Modification Definition
ATTACHMENT D - Membership of the Resident Advisory Board
ATTACHMENT E - Comments of the Resident Advisory Board
ATTACHMENT F - REAC Customer Service and Satisfaction Survey Follow-up Plan
ATTACHMENT G - Pet Policy
ATTACHMENT H - Dwelling Lease
ATTACHMENT I - Schedule of Charges for Tenant Caused Damages
ATTACHMENT J - Admission and Occupancy Policy
ATTACHMENT K - Deconcentration Analysis - 2004
ATTACHMENT L - Pest Control Policy
ATTACHMENT M - Reasonable Accommodations Policy
ATTACHMENT N - Section 8 Administrative Plan
ATTACHMENT O - Personnel Policy
ATTACHMENT P - 2005 Capital Fund Program
ATTACHMENT Q - 5 year Action Plan for Capital Fund
ATTACHMENT R - Annual Statement/Performance for FYE 2002
ATTACHMENT S - Annual Statement/Performance for FYE 2003 (PA28PO6150103)
ATTACHMENT T - Annual Statement/Performance for FYE 2003 (PA28PO6150203)
ATTACHMENT U - Annual Statement/Performance for FYE 2004
ATTACHMENT V - Capital Fund Program Five Year Action Plan

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
	Fair Housing Documentation: Records reflecting that the PHA has examined its programs	5 Year and Annual Plans

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	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.	
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 if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures ☐ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures	Annual Plan: Grievance

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	☒ check here if included in Section 8 Administrative Plan	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
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program ☒ check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
X	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
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)
X	Policy on Administration of the Community Service Requirement	
X	Full Pet Policy	
X	Deconcentration Policy and Income Mixing Income Analysis	

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
X	Voluntary Conversion – Initial Assessment	
X	Public Housing Dwelling Lease	
X	Fraud Policy	

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	1066	5	2	2	1	1	2
Income >30% but <=50% of AMI	1243	5	2	2	1	1	2
Income >50% but <80% of AMI	1712	3	2	2	1	2	2
Elderly	1220	4	2	1	2	1	2
Families with Disabilities		N/A					
Race/Ethnicity							
Race/Ethnicity							
Race/Ethnicity							
Race/Ethnicity							

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

☐ Consolidated Plan of the Jurisdiction/s
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:
Verbal information and data from applicants and residents. The Housing Authority's waiting list and the Housing Authority's Handicap Needs Assessment Survey.

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	27		102
Extremely low income <=30% AMI	25	93%	
Very low income (>30% but <=50% AMI)	2	7%	
Low income (>50% but <80% AMI)	0	0%	
Families with children	9	33%	
Elderly families	2	7%	
Families with Disabilities	0	0%	
Race/ethnicity 1	27	100%	
Race/ethnicity 2	0	0%	
Race/ethnicity			

Housing Needs of Families on the Waiting List			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	18	67%	
2 BR	8	30%	
3 BR	1	4%	
4 BR	0	0%	
5 BR			
5+ BR			

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
Waiting list total	108		55
Extremely low income <=30% AMI	73	68%	
Very low income (>30% but <=50% AMI)	35	32%	
Low income (>50% but <80% AMI)	0	0%	
Families with children	28	26%	
Elderly families	29	27%	
Families with			

Housing Needs of Families on the Waiting List			
Disabilities	9	8%	
Race/ethnicity 1	106		
Race/ethnicity 2	2		
Race/ethnicity			
Race/ethnicity			
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)?
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:

The Housing Authority will continue to support affordable housing by Managing a 16 family development in Brookville, and 40 elderly units in Brockway , and assume the continuation of assisted living for the elderly in Brockway through a Management Agreement

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

By giving a 20% exclusion on earned gross income.

☐ 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

By giving a 20% exclusion on earned gross income.

☐ 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:

The Housing Authority accommodate special needs requests from their Residents on an individual basis.

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

2. Statement of Financial Resources
[24 CFR Part 903.7 9 (b)]
List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2005 grants)**	2,103,467	
a) Public Housing Operating Fund	600,392	
b) Public Housing Capital Fund	484,156	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	1,018,919	
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)		
RECDS – Management Fee	52,400	Assisted Housing
2. Prior Year Federal Grants (unobligated funds only) (list below)		
Public Housing Reserve	543,840	P. H. Operations
Section 8 Reserve	433,089	Section 8 Assistance
3. Public Housing Dwelling Rental Income	578,928	
4. Other income (list below)		
Public Housing Investments	7,033	
Section 8 Investments	6,990	
4. Non-federal sources (list below)		
Total resources	3,725,747	Public Housing
		Section 8 Program
		Capital Fund Program

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:

Eligibility is verified at the time the applications are received , following Criminal credit and landlord screening. Only eligible applicants are placed On 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 / *Landlord questionnaire*
☒ Housekeeping / *Landlord questionnaire*
☒ Other

Check to see if they owe money to any other Housing Authority.

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?

The Housing Authority has a contract with the Pennsylvania Access To Criminal History (PATCH) to act on their behalf to undertake the criminal record screening to determine if the applicant has a criminal record.

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

3 lists by municipality, Reynoldsville, Sykesville, and Punxsutawney, Pa.

☐ Site-based waiting lists
☐ Other (describe)

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

☒ PHA main administrative office

201 North Jefferson Street, Punxsutawney, Pa. l5767

☐ PHA development site management office
☐ Other (list below)

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

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

Three (3) Municipal based waiting list will be used. Reynoldsville, Sykesville And Punxsutawney Pa.

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

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

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

☒ PHA main administrative office

201 North Jefferson Street, Punxsutawney, Pa. l5767

☐ 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)

Underhoused and overhoused will be reviewed based on the Housing Authority's waiting lists.

c. Preferences

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

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

Former Federal preferences:

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

☐ Substandard housing
☐ Homelessness
☐ High rent burden (rent is > 50 percent of income)

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

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

Date and Time

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

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

4. Relationship of preferences to income targeting requirements:

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

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)
☒ The PHA-resident lease
☒ The PHA's Admissions and (Continued) Occupancy policy
☒ PHA briefing seminars or written materials
☒ Other source

Maintenance/Management Policies
Tenant Charge List
One Strike & You're Out Policy
Right to Know Policy
Resident Handbook
Pet Policy

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

In the 3 above cases the residents must notify the Housing Authority within 10 days of the occurrence or change.

☐ Other (list)

(6) Deconcentration and Income Mixing

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

b. ☒ Yes ☐ No: Do any of these covered developments have a average income above or below 85% to115% of the average income of all such developments? If no, this section is complete, If yes, list these developments as follows:

PA 6l- 7, Forestview Terrace, 15 family units, 151% of adj. Average

PA 61-2, Beyer Avenue Terrace, 40 family units, 82% of Adj. Average.

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:

PA 61-7, Forestview Terrace, Reynoldsville, Pa.

PA 61-2, Beyer Avenue Terrace, Punxsutawney, Pa.

☐ 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?

The Housing Authority has a contract with the Pennsylvania Access To Criminal History (PATCH)l to act on their behalf to undertake the criminal record screening to determine if the applicant has a criminal record.

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

The landlord is given the prospective tenant's previous address authorization to Contact and determine previous tenancy.

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
☒ None
☐ Federal public housing

☐ Federal moderate rehabilitation
☐ Federal project-based certificate program
☐ Other federal or local program (list below)

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

201 North Jefferson Street, Punxsutawney, Pa. 15767
(814)938-7140

☐ 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:

The Housing Authority reviews the documented circumstances/situation presented by the applicant.

(4) Admissions Preferences

a. Income targeting

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

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

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

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

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

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

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

Date and Time

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

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

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)
☐ Date and time of application
☐ Drawing (lottery) or other random choice technique

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

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

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

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

(5) Special Purpose Section 8 Assistance Programs

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

☐ The Section 8 Administrative Plan
☐ Briefing sessions and written materials
☒ Other
The Housing Authority does not have a special purpose Section 8 Program.

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**:**

Waiver of the minimum rent in Housing Authority approved hardship cases (documentation musts be available)

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:

The Housing Authority has established the Section 8 standard payment as flat rents for public housing. When the flat rent is less than 30% of adjusted income the tenant has the option of choosing the rent structure.

0 – bedroom = $330, l – bedroom = $408, 2 – bedroom $485

3 – bedroom = $642 4 – bedroom = $662

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

20% exclusion of earned gross income

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

The family is required to report the increase within 10 days of the occurrence.

☐ Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
☐ Other (list below)

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

(2) Flat Rents

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

☒ The section 8 rent reasonableness study of comparable housing
☒ Survey of rents listed in local newspaper
☒ Survey of similar unassisted units in the neighborhood
☒ Other

The Housing Authority has established the current Section 8 Standard payment as the public housing flat rent in effect at the beginning of each fiscal year. The above three sources are reviewed annually..

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 *(see comment "C" below)*
☒ Above 100% but at or below 110% of FMR *(see comment "C" below)*

☐ 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

The Housing Authority set rents for 0, 1, 2, 3, & 4 bedrooms units at ll0% of FMRs.

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?

Waiver of minimum rent in Housing Authority approved hardship cases.

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

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

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

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

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

The Housing Authority is generally divided among four areas: Public Housing management, Public Housing Maintenance, Section 8 Rental Assistance and Accounting. These four divisions report directly to the Executive Director who is responsible to the appointed Board of Directors.

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	287	102
Section 8 Vouchers	263	60
Section 8 Certificates	N/A	
Section 8 Mod Rehab	N/A	
Special Purpose Section 8 Certificates/Vouchers (list individually)	N/A	
Public Housing Drug Elimination Program (PHDEP)	N/A	
Other Federal		

Programs(list individually)	N/A	
RECDS	56	20

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:

The Maintenance Department is directed by a Maintenance Manager and is responsible for the supervision of employees in receiving and completing work orders, annual inspection of units, move-ins and move-outs, apartment refurbishing, lawn care, snow removal and preventive maintenance functions. All rules, standards and policies are maintained at the Authority's main office.

Pest Control is performed by a contractor, who inspects each development once a month and sprays or fumigates as necessary.

(2) Section 8 Management: (list below)

The Section 8 Department follows their Section 8 Administrative Plan in the management of the program.

The Housing Quality standards are applied to all housing inspections conducted annually and as requested.

An intensive briefing is conducted with applicants informing them of: HUD Directives and Regulations, Landlord/Tenant Responsibilities, Program Policies, Program Participants/Landlord Requirements, Program Information materials.

Housing Authority conducts annual meetings with landlords to inform them of the Section 8 Program and to seek their comments on the program.

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

201 North Jefferson Street, Punxsutawney, Pa. l5767

☐ 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

201 North Jefferson Street, Punxsutawney, Pa. 15767

☐ 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 P)

-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 Q)

-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.

The Housing Authority has no specific plans for disposing or demolishing any public housing units in 2005. The Authority is reserving its option to demolish units under the de minimis exception for demolition provided by the QHWRA.

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

2. Activity Description

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

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

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

[24 CFR Part 903.7 9 (i)]

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

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

2. Activity Description

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

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

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

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

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

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

2. Activity Description

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

Conversion of Public Housing Activity Description

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

A. *VOLUNTARTY CONVERSION INITIAL ASSESSMENTS*

a. *How many of the PHA's developments are subject to the Required Initial Assessments? Four (4) Developments.*

b. *How many of the PHA's developments are not subject to the Required Initial Assessments based on exemptions (e.g. elderly And/or disabled developments not general occupancy projects)? Four (4) Developments.*

c. *How many Assessments were conducted for the PHA's covered Developments? Four (4) Developments.*

d. *Identify PHA Developments that may be appropriate for conversion*

Based on the Required Initial Assessments: NONE

e. *If the PHA has not completed the Required Initial Assessments, Describe the status of these assessments: COMPLETED*

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)]

The Housing Authority will continue to utilize available educational and economic self sufficiency programs for the tenants benefit to the extent possible. The Authority will also pursue various possibilities for including private resources, including banks and other lending institutions in developing strategies for home-ownership opportunities for interested tenants. Also, other public resources will be pursued in an effort to assist those tenants that achieve economic self-sufficiency in realizing home ownership.

The Housing Authority had closing for its first home in the Section 8 Homeownership program in August of 2004.

A. Public Housing

E

xemptions 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:

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:
Authority.

1. *The family must be eligible for the Housing Choice Voucher Program.*
2. *The family must qualify as a first-time homeowner, or may be a Co-operative member.*
3. *The Family must meet the Federal minimum income requirement.*
4. *The family must meet the Federal minimum employment requirement..*
5. *Any family member who has previously defaulted on a mortgage obtained through the homeownership option is barred from receiving future homeownership assistance.*
6. *The family has had no family-caused violations of HUD's Housing Quality standards within the last year.*
7. *The family is not within the initial l-year period of HAP Contract..*
8. *The family does not owe money to any other Public Housing Authority.*

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

(Explanation: The 1997 Personal Responsibility and Work Opportunity Reconciliation Act replaced Aid to Families with Dependent Children with new Temporary Assistance for Needy Families (TANF). TANF financial assistance is provided by the PA. Dept. of Public Welfare.)

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

If yes, what was the date that agreement was signed? 06/17/03

The Housing Authority has established a good working relationship with the TANF Agency and regularly receives and provides information concerning residents which both agencies have dealings with.

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

The Housing Authority has and will continue to serve as an intake and referral Agency for all of the social services provided by the TANF Agency.

☐ 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)
Jefferson County Housing Authority's Step-Up Program	*4*	*Application*	*Authority's Main Office*	*Both*
Jefferson County New Choices	*Varies*	*Self-directed*	*New Choices Office*	*All residents*
North Central PA Workforce Investment Board	*Varies*			
Team PA – Employment Office	*Varies*	*Self-directed*	*Local Office*	*All residents*
Community Action Inc.	*Varies*	*Self-directed*	*Community Action Office*	*Both*
Area Transportation Authority	*Varies*	*Self-directed*	*ATA Office*	*Both*
Green Thumb Inc.	*Varies*	*Age & Income*	*Green Thumb Office*	*Both*

(2) Family Self Sufficiency program/s

a. Participation Description

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

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:

The Housing Authority does not have an FSS 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

REAC Customers Satisfaction Survey

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

PA 61-7, Forestview Terrace, Reynoldsville, Pa.
PA 61-4, Breezeway Terrace, Reynoldsville, Pa.
PA 61-15, Cares Terrace, Reynoldsville, Pa.

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

Increase illumination and reduce trees and shrubbery in areas where unsafe conditions exits.

☐ Activities targeted to at-risk youth, adults, or seniors
☐ Volunteer Resident Patrol/Block Watchers Program
☒ Other (describe below)

Attend training and/or informational meetings. Meet with local police from our three communities. Continue implementation of "One Strike and your out Policy". Strict enforcement of "No Trespass Notice" (on all Authority property.

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

All crime prevention and/or environmental design activities will apply to all of our developments.

C. Coordination between PHA and the police

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

☐ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
☒ Police provide crime data to housing authority staff for analysis and action
☐ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
☒ Police regularly testify in and otherwise support eviction cases *(When requested)*
☒ Police regularly meet with the PHA management and residents

(When requested) Meetings with management staff are informal and incident related. Meetings between police and residents are by request.

☐ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
☐ Other activities (list below)

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

All crime prevention measures and activities will be applied to all family and elderly developments.

D. Additional information as required by PHDEP/PHDEP Plan

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

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

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

See Attachment # G

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 E)

☐ 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.)

The Housing Authority notified all residents of the QWHRA Act requirement and asked for their participation in becoming a member of the Board of Directors or serving on the Resident Advisory Council (see Attachment B)

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*:* *COMMONWEALTH OF PENNSYLVANIA*

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)

A. *For the past several year the Housing Authority has been working with Team Pennsylvania Career Link, and the North Central PA Work Force Investment Board for education and assistance to tenants who are Interested in pursuing employment or homeownership opportunities. In addition the Housing Authority has a continuing relationship with Community Action Inc. a non profit organization that provides training on basic rental and ownership responsibilities such as parenting, budgeting, housekeeping, and other upward mobility skills. The Authority will continue working with these and other organizations in 2005 in an effort to increase homeownership possibilities.*

B. *The collaborative efforts of the Housing Authority in its continued relationship with the Brockway Council for Human Dignity to manage Toby Terrace, a 40 unit elderly complex.*

C. The Board of Directors of the Jefferson County Housing Authority in their efforts to expand housing opportunities has created a non-profit housing corporation, Jefferson County Nonprofit Housing Corporation. The nonprofit has purchased a 16 family unit development in Brookville, Pa. Funding is coming from Rural Development. The nonprofit also purchased property in Brockway, Pa. which consist of a 40 bed personal care facility, 15 independent living apartments and commercial rental spaces, providing elderly core services to the residents.

D. The Housing Authority has entered into a management agreement with the Jefferson County Nonprofit Housing Corporation to manage all of their properties.

.

B. Homeownership – by establishing a Section 8 Homeownership Program to eligible and interested Section 8 Tenants, the most needy will have an opportunity to explore homeownership.

☐ Other: (list below)

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

The Commonwealth's Consolidated Plan provides policy direction in the following areas: Consistency has been established by adherence to these specified activities:

Rehabilitation of the existing public housing stock in a manner that is sensitive to needs for accessibility to and visitability by persons with disabilities.

Conversion of underutilized and less marketable public housing units into unit configurations that are more marketable.

Homeownership for Section 8 Participants..

Resident initiatives, especially those aimed at promoting the economic self sufficiency of public housing residents.

Request for additional Section 8 Housing Choice Vouchers from HUD

The Consolidated Plan is silent on any specific support or commitments to the Jefferson County Housing Authority.

D. Other Information Required by HUD

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

ATTACHMENT A

HOUSING AUTHORITY 5-YEAR PROGRESS REPORT

In our previous Agency Plan, the Jefferson County Housing Authority listed HUD Strategic Goals as well as Authority Goals. During this year we have made progress toward accomplishing these goals.

Expand the supply of existing housing - The Housing Authority continues to manage a sixteen family unit development in Brookville, Pa. The Housing Authority has a management agreement with the Jefferson County Nonprofit Housing Corporation to manage a 40 bed personal care facility and 15 independent living apartments and commercial rental space that provide core elderly services to residents in Brockway, Pa.

Improve the quality of assisted housing - Housing Authority employees have attended various financial, occupancy and management , and unit inspection training sessions in order to improve specific management/maintenance operations.

Increase assisted housing choices - The Housing Authority currently maintains three (3) municipal waiting lists for the public housing program. Voucher mobility counseling is provided during all briefings and is part of our on-going program. Through management agreements the Housing Authority can provide housing choices in areas where public housing is not available.

ATTACHMENT A (CONT.)

Provide an improved living environment - The Housing Authority is continuing to improve our property maintenance/management by conducting scheduled site and unit inspections of all developments. Completing all work orders and preventative maintenance items promptly.

Ensure equal opportunity and affirmatively further Fair Housing - The Housing Authority continues to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability. Modifications are made to units as needed to satisfy any special accommodation request.

Ensure compliance with applicable regulations, including compliance with generally accepted accounting practices - The Housing Authority has converted their books of accounts to a GAAP format as required. Our most recent fiscal audit contained no findings.

ATTACHMENT B

RESIDENT MEMBER OF THE HOUSING AUTHORITY BOARD

The Housing Authority notified all public housing and Section 8 residents, of the QWHRA Act requirement and asked for their interest and participation in becoming a member of the Housing Authority Board of Directors or serving on the Resident Advisory Council.

During all community meetings and articles in the newsletter, residents are reminded that should they be interested in serving on the Boards, all they need to do is express their interest by completing an application of interest.

To date no resident has expressed an interest to serve on the Board.

List of Board Members and date of expiration

John Esposito, Chairman	12/2009
William French, Vice-chairman	12/2008
Edward Golla, Secretary	12/2006
Thomas Barkley, Treasurer	12/2005
Alan Towns, Member at large	12/2007

The reappointment of new terms of a board member will be done by the Jefferson County Commissioners.

ATTACHMENT D

MEMBERSHIP OF THE RESIDENT ADVISORY BOARD

NAME & PHONE #	ADDRESS
Irene Duda (PH) **814-894-7837**	**231 West Liberty Street** **Sykesville, Pa. 15865**
Madeline Sawyer (PH) **814-938-9737**	**201 North Jefferson Street** **Apt. # 610** **Punxsutawney, Pa. 15767**
George Roy (PH) **814-938-0469**	**201 N. Jefferson St.** **Apt. # 310** **Punxsutawney, Pa. 15767**
Grace N. Rodgers (PH) **814-938-**	**408 Beyer Ave.** **Apt. # 25** **Punxsutawney, Pa. 15767**
Helen Simpson (PH) **814-894-5770**	**235 W. Main Street** **Sykesville, Pa 15865**
Mary L. Clark (PH) **814-653-9468**	**733R Grant Street** **Reynoldsville, Pa. 15851**
Carol Knarr (PH) **814-653-2510**	**1118 Grant Street** **Reynoldsville, Pa. 15851**

ATTACHMENT D (CONT.)

Kevin Knarr **814-653-2511**	**(PH)**	**1005 Grant Street** **Reynoldsville, Pa. 15851**
Philip Rosenberger **814-653-2512**	**(PH)**	**1117 Grant Street** **Reynoldsville, Pa. 15851**
Wendy Veitz **814-938-9054**	**(PH)**	**408 Beyer Ave. # 20** **Punxsutawney, Pa. l5767**
Heidi Rugh **653-9254**	**(PH)**	**1019 Grant Street** **Reynoldsville, Pa. 15851**

ATTACHMENT C

SUBSTANTIAL DEVIATION AND SIGNIFICANT AMENDMENT OR MODIFICATION DEFINITION

In the event that it becomes necessary for the Jefferson County Housing Authority to amend or modify its Agency Plan, the following definition will apply:

The Jefferson County Housing Authority has established the following definition for "Substantial Deviation and Significant Amendment or Modification ". Changes other than those specified below will be undertaken by the Housing Authority staff at the direction of the Board of Director and/or Executive Director.

1. Changes to rent or organization of the waiting list.
2. Any Change in the Capital Fund Program Annual Statement, that is not in accordance with HUD's fungibility regulations.
3. Change in use of replacement reserve funds under the Capital Fund in an amount more than 25%.
4. Any change with regard to demolition, disposition, designation, homeownership programs or conversion activities.

Note: Any changes permitted under specific program Instructions will not be considered substantial Deviations or significant amendments.

ATTACHMENT E

COMMENTS OF THE RESIDENT ADVISORY BOARD

JEFFERSON COUNTY HOUSING AUTHORITY

ADVISORY COMMITTEE MEETING

TIME & DATE: August 19, 2004

LOCATION; COMMUNITY ROOM
SUNRISE TERRACE
WILLOW STREET
REYNOLDSVILLE, PA. 15851

Members Present:

Public Housing Participant

George Roy	Jefferson St. Hi-Rise Participant
Mary Clark	Sunrise Terrace Participant
Helen Simpson	Cascade Village Participant
Heidi Rugh	Cares Terrace Participant
Madaline Sawyer	Jefferson St. Hi-Rise

Jefferson County Housing Authority

Sandra L. Stroka	Executive Director
Mary Lou Burkett	Deputy Director

Members Absent:

SECTION 8 PROGRAM PARTICIPANT
No participants

PUBLIC HOUSING
Carol Knarr
Kevin Knarr
Irene Duda
Philip Rosenberger
Wendy Veitz
Grace Rogers

Ms. Stroka thanked everyone for attending the meeting.

Mrs. Stroka explained the purpose of getting together is to seek comments, suggestions, or concerns that could be given consideration in the preparation of the Annual and 5-Year Agency Plan. The Plan will be ready for comment for a period of 45 days prior to the public Hearing that is scheduled for November 22, 2004.

Mrs. Stroka recapped several of the obligations regarding the QWHRA Act including the resident's responsibility for completing Community Service

Mrs. Stroka went on to explain the Resident Survey disclosed that our Residents feel the Authority does not communicate with them. She noted the Authority provides a quarterly Newsletter, Community Meetings, an annual calendar that shows the Authority's scheduled Meetings, a Public Housing employee will be on site monthly to communicate with residents, in lieu of the monthly site rent collection, individual hand-outs are distributed announcing inspections and other types of resident communication, and an 800-office telephone number so the outlying residents do not incur a charge to verbally communicate with the office. Mrs. Stroka asked for suggestions as to what type of communication was lacking and what type of communication they desired.
There were no suggestions regarding any additional type of resident communication.

One issue of concern to the residents is parking especially in the winter. Mrs. Stroka explained that parking is a problem at each of our developments. She and Mr. Mehok, Maintenance Manager, have been discussing this situation and trying to do a plan that will enable residents and visitors to have adequate parking. Realizing this is a problem, Mrs. Stroka suggested that perhaps the residents could move or have someone move their vehicles at the time the maintenance crew would be plowing snow. She also explained that our maintenance personnel are not permitted to move the vehicles for the residents. As always should you have a suggestion to resolve this issue, please contact our office with it.

Additional items discussed included:

Mrs. Stroka requested suggestions to improve Resident attendance at the community meetings. A strong suggestion was to serve food followed by conducting a more controlled meeting giving residents the opportunity to express her/his ideas for their community without going into personal situations.

The Authority's waiting list and vacancy rate indicates the need for additional marketing of our apartments. Mrs. Stroka said the Authority is going to do an informational, tri-fold handout pamphlet for distribution especially in areas where people may spend time waiting. She welcomes suggestions of additional marketing ideas. She did express that several county agencies that do referrals to the Authority, History indicates that personal recommendations have been a very successful source of residents.

Mrs. Stroka commented that she encourages all staff to be more sensitive to resident needs, interest, and situations and should this type of training become available, it will be provided to the employees.

The topic of Housekeeping Inspections was touched on with a concern for the heavy type cleaning such as moving furniture and doing ceilings especially for the elderly residents. Mrs. Stroka recommended the Area Office of Aging may be able to provide this service for elderly resident or that Agency may be able to recommend where this service would be available.

The Advisory Committee enjoyed the luncheon, and Mrs. Stroka thanked everyone for his/her comments, suggestions, and attending the meeting. Meeting adjourned.

ATTACHMENT E (CONT.)

JEFFERSON COUNTY HOUSING AUTHORITY
PUBLIC HEARING

DATE & TIME: NOVEMBER 22, 2004 10:30 A. M.

PLACE: JEFFERSON STREET HI-RISE
201 N. JEFFERSON STREET
PUNXSUTAWNEY, PA 15767

PUBLIC PRESENT:
WENDY VEITZ
MADELINE SAWYER

JEFFERSON COUNTY HOUSING AUTHORITY:
SANDRA L. STROKA, EXECUTIVE DIR.
MARY LOU BURKETT, DEP. EX. DIR.

Mrs. Stroka presented the Jefferson County Housing Authority's Annual Plan by reviewing the reason for the Plan, along with the achievements and goals of the Agency.

Emphasis was placed on providing and improving the quality of housing, providing Affirmative Equal Opportunity, and the Department of Housing encouraging Resident Board Members.

The Admission and Occupancy Policy has been revised to include most of the Authority's Policies, and the Section 8 Administrative Plan has been completely reviewed and redone.

Also stressed was the fact the Resident Lease and Pet Policy are going to be aggressively enforced.

The Pet Policy states that pets are not permitted to be tied or left unattended anywhere on Authority property. All employees are aware of this and are obligated to report the violation to the Public Housing Department for necessary action. Another clause that is frequently violated is the pet waste cleanup. Pet owners are responsible for their pet waste cleanup and proper disposal at the time of the event. Should an Authority employee need to do cleanup, the pet owner will be charged a fee.

Within the near future, decals will be placed on the door of each Pet owner. No Authority employee or any servicer the Authority contracts with will be authorized to enter the apartment unless the resident is at home.

The Resident Lease establishes that rent is due the first (1st) day of the month. The Authority is aggressively pursuing rent collection by establishing that any resident's account that is filed for collection at the Magistrate in excess of two (2) time during any twelve (12) month period, the resident will be evicted. This resident will not be eligible for any type of assisted housing for a period of three (3) years and the amount owed is paid in full.

Question-where do the fees come from to pay the eviction fees?
Response-if the Authority receives judgment, the resident is charged.

Question-would it be possible to provide budgeting, parenting, and self-esteem classes?

Response-yes, Community Action provides these types of services, but the residents who need this service are not interested in attending.

2 Capital Fund Update and Plan

The Capital Fund update included:

2003-The porches, exterior painting, electrical upgrade, and sidewalks are completed on the efficiency and one-bedroom apartments at Cascade Village, (PA 61-5), in Sykesville.

Unforeseen circumstances with the location of some lines and sidewalks caused a slight delay in completion.

2004- A contract has been signed for the replacement of all the water intake lines and the waste lines in the Jefferson Street Hi-Rise, (PA 61-1), in Punxsutawney. The work will begin January 3, 2005.

2005-2009 Projection- The Authority will be working toward getting the ADA and 504 Regulation noncompliant issues resolved which includes increasing the number of accessible units at five of our eight sites.

The other two (2) buildings at Cascade Village, (PA 61-5), will be painted, have electrical upgrade, landscaping, and the four (4) bedroom apartments' front stoop enlargement will be completed. The Community Room, public restrooms and laundry facility will be made compliant to the ADA and 504 Regulation.

The plan to increase accessible apartments at the Jefferson Street Hi-Rise, (PA 61-1), consists of constructing an Administrative Building on the lot of the former Jefferson Theater followed by converting three (3) of the first floor offices back into resident apartments. Currently there is no approved plan as to what changes will be made at our other locations to meet the minimum number of accessible apartments. Along with additional accessible apartments, changes will need to be made to parking areas, kitchen cabinetry, bathrooms, knobs, handles, appliances, public restrooms, community rooms, social building.

Additional future plans for the Jefferson Street Hi-Rise, (PA 61-1), include upgrading the security system, garbage disposal system, emergency generator, upgrade all bathrooms, refrigerators, ranges, and range hoods.

The Beyer Avenue Terrace, (PA 61-2), location needs two (2) completely accessible apartments and everything to make them compliant with the ADA and 504 Regulations. The Community Room and laundry facility will also need to meet

the ADA and 504 Regulations. In addition, this location needs exterior building work completed, electrical upgrade, kitchen upgrade, some landscaping, and possibly new windows.

The Sunrise Terrace, (PA 61-3), location needs additional accessible apartments and everything to make them compliant with the ADA and 504 Regulations. The Community Room, public restrooms, and laundry facility will also need to meet the ADA and 504 Regulations. In addition to the above changes, this location also needs the electrical upgrade, concrete work, landscaping, and the Authority is looking forward to providing each apartment with porches similar to those at Cascade Village.

The Breezeway Terrace, (PA 61-4), location needs additional accessible apartment(s) and everything to make them compliant with the ADA and 504 Regulations. In addition this site is scheduled for roof replacements, furnace replacements, and some landscaping. The Authority would like to provide a sport court for the older children who reside at this location.

The Forest View, (PA 61-8), location will be scheduled for window and storm door replacements, closet door replacements, ceiling fans, landscaping and concrete work.

Cares Terraces, (PA 61-15), is being projected for kitchen upgrade, concrete work, and landscaping.

At this time, the minimum projected cost for the Capital Fund Program per year is as follows:

2006	$ 666,800.00.
2007	1,907,000.00.
2008	1,426,000.00.
2009	1,303,000.00.

Mrs. Stroka explained the Annual Plan would be presented to the Board of Directors for approval and adoption during the Regular Meeting to be held on Tuesday, December 14, 2004

after which the package would be submitted to the Department of Housing and Urban Development for approval.

Audience Comments:

Having the trees trimmed professionally and landscaping makes the difference and in two years the trees can be shaped.

Our building, Jefferson Street Hi-Rise, looks and smells nice.
Question-could concrete to be used rather than blacktop at the Beyer Avenue Terrace site?
Response-concrete would probably be prohibitive because of the cost.

Mrs. Stroka thanked the people for taking the time and their interest to attend the Hearing.

ATTACHMENT F

REAC CUSTOMER SERVICE AND SATISFACTION SURVEY - FOLLOW UP PLAN

The results of the REAC Customer Service and Satisfaction Survey indicated that deficiencies existed in one (1) area: Communication (73%)

In order to appropriately address this issue, the Housing Authority scheduled community meetings at each development to determine the course of action the Housing Authority needs to take. Only by having direct feedback from residents can a plan dealing with specific issues be developed.

Minutes of these meetings are filed as supporting documents with the Housing Authority's Annual Plan.

The Housing Authority will continue to have their quarterly resident meetings to keep them informed of their activities and to listen to residents concerns and suggestions. The Housing Authority also provides the residents with a newsletter, gives out annual calendars that show the Authority's scheduled meetings, a public housing employee does monthly site visits, individual handouts are distributed announcing inspections and other types of resident communication, and an 800 office telephone number so that outlying residents do not incur a charge to verbally communicate with the office.

We will continue to encourage an open line of communication between our residents and the Housing Authority staff.

ATTACHMENT G

04-21
Resolution #

December 14, 2004
Date Adopted

JEFFERSON COUNTY HOUSING AUTHORITY

PET POLICY AND RULES

A. ENABLING REGULATIONS

Section 227 of the Housing and Urban Renewal Recovery Act of 1983 provides that no owner or manager of Federally assisted Rental Housing for the elderly may prohibit or prevent a Resident from owning or having a common household pet living in the Resident's dwelling unit.

Section 526 of the Quality Housing and Work Responsibility Act of 1998 (public law 105-276.112 Stat 2461.2568) (the Public Housing Reform Act of 1998) added new Section 31 Captioned Pet Ownership in Public Housing to the United States Housing Act of 1937 (42 U.S.C. 1437 z-3).

To this end the JEFFERSON COUNTY HOUSING AUTHORITY has adopted "Reasonable Pet Rules." These rules incorporate the various state and local laws governing pets that include inoculating, licensing, and restraint, and provide sufficient flexibility to protect the rights and privileges of other residents who choose not to own pets.

In the event of an emergency or building evacuation it is the responsibility of the pet owner to remove the animal.

B. TYPE DWELLING UNITS PERMITTED PETS

Elderly dwelling units specifically designed and built for elderly. Persons living within these dwelling units are permitted pets according to the "Pet Policy and Rules."

PA 61-1, JEFFERSON ST. HI-RISE, PUNXSUTAWNEY, PA.
PA 61-3, SUNRISE TERRACE, REYNOLDSVILLE, PA.
PA 61-5, CASCADE VILLAGE, SYKESVILLE, PA.
PA 61-8, SKYVIEW TERRACE, REYNOLDSVILLE, PA.

Section 31 of the United States Housing Act of 1937 establishes pet ownership requirements for residents of Public Housing other than federally assisted rental housing for the elderly or persons with disabilities.

PA 61-2, BEYER AVENUE TERRACE, PUNXSUTAWNEY, PA.
PA 61-4, BREEZEWAY TERRACE, REYNOLDSVILLE, PA.
PA 61-7, FORESTVIEW TERRACE, REYNOLDSVILLE, PA.
PA 61-15, CARES TERRACE, REYNOLDSVILLE, PA.

A sticker will be placed on the right side of the entrance door, designating You are a **PET OWNER** to alert the Authority employees and EHRLICH personnel.

C. TYPE OF PETS AND NUMBER PER UNIT

A common household pet is defined as being a cat, dog, goldfish, or tropical fish, and caged animals such as canary, parakeet, or lovebird, guinea pig, hamster, gerbil, and turtle, that traditionally are kept in the home for pleasure rather than for commercial purposes.

One type of pet to a unit will be permitted, i.e.: one cat or dog; or one fish bowl or tank; or one cage with no more than two birds or two guinea pigs, two hamster, two gerbil, or two turtle.

D. REGULATION REQUIREMENTS PRIOR TO ADMISSION

All pets must be registered with Management before permission is granted. Registration must show type of pet, recent picture, name, age, and if applicable, license number, and current veterinarian information, plus a signed Responsibility Form showing the names of three (3) persons to call to come and get the pet in the event of the Resident's illness or death.

Residents will be refused pet registration if Management determines the resident is unable to fulfill their past or future obligations as a pet owner, are unable to adhere to the terms of the lease, or house pet rules, the animal does not meet the definition of common household pet, or the temperament of the animal is considered dangerous.

A surety deposit in the amount of $100.00 for a cat, dog, bird, or caged animal and a $50.00 deposit for fish will be required at signing of the Pet Lease. The pet deposit will be used to cover costs of damages or fumigation as the result of the pet ownership. The surety deposit will be refunded minus extermination fees and any applicable charges within

thirty (30) days after the resident vacates the unit or the pet is permanently removed from the unit.

In the event the pet owner is incapacitated or is no longer available to care for the pet, the person designated on the Responsibility Form must remove the pet.

E. PET RESPONSIBILITY FORM

Prior to pet admission, the owner must submit the completed Pet Responsibility Form showing name, address, and phone number of three (3) local persons who will come and get the pet in the event of tenant's illness, vacation or death. The responsibility form must be renewed each year. Persons so named will be responsible in the order of their names on the Responsibility Form.

F. SURETY DEPOSIT

The surety deposit of $100.00 for a cat, dog, bird or caged animal and the surety deposit of $50.00 for a fish, as stated in "Section 4" will be held in deposit as part of the lease. Upon vacancy or removal of pet, this will be refunded minus repairs, damages or fumigation incurred by the pet. Such deposit will be used for services related to flea removal as well as other damages.

Residents' liability for damages caused by his/her pet is not limited to the amount of the surety deposit and the resident will be required to reimburse the Authority for the real cost of any and all damages caused by his/her pet where they exceed the amount of the surety deposit.

All units occupied by a dog or cat will be fumigated upon being vacated, the cost of which will be borne by the surety deposit. Infestation of a unit by fleas carried by his/her pet shall be the responsibility of the pet owner.

G. INSURANCE

Liability Insurance will not be required. The resident may arrange for such insurance, if possible, for their own protection against liability from suit by another resident or building visitor in the event of an accident involving their pet, especially a cat or dog. Renter's Insurance is not extremely expensive, and the JEFFERSON COUNTY HOUSING AUTHORITY STRONGLY RECOMMENDS A RENTER'S POLICY FROM ALL PET OWNERS.

H. DOG OWNER REQUIREMENTS

No dangerous or intimidating dogs are permitted, such as Pit bulls, Rottweilers, or Doberman Pinschers – these will definitely not be permitted.

Any dog must be no less than six (6) months old and completely housebroken.

Proof that the dog is already neutered or spayed must be furnished.

Each dog must be licensed by the proper Authority and proof of license renewal must be furnished each year by tenant.

Dog must wear a collar at all times showing license and owner's name and address plus a flea collar.

Each year at recertification time resident must show proof the dog has had the proper shots for distemper and rabies. This proof must be signed by a veterinarian.

A dog cannot be over 18 inches tall at the top of the shoulder, or weigh over 25 pounds when it is considered full grown. In the case of a six (6) month old dog, a statement from a veterinarian will be required verifying that normally that type of dog will not be over the size requirements, as listed when fully grown.

A dog must be on a leash at all times when outside of the owner's apartment unless it is in an approved locked pet carrier. Dogs should be held and carried through the building even if on a leash.

Dogs may not be exercised or curbed on the property of the JEFFERSON COUNTY HOUSING AUTHORITY.

In case that a pet cannot wait and does deposit waste on Authority property, the owner must have a utensil such as a "Pooper Scooper" to use to remove any waste from his pet as soon as it is deposited on Authority property. The waste must then be placed in a plastic bag, sealed tightly, and disposed of as trash.

Pet owners must use the nearest accessible exit when taking their pet outside.

IMPORTANT: Only one pet is allowed in an elevator at a time. (Pet owners will be permitted to use only the small elevator #1). If one pet is in the car when it stops at a floor, the pet owner must wait for the elevator to return without a pet.

No dogs may stay alone in an apartment overnight. It is the responsibility of the resident if they have to leave suddenly and be away overnight to take the pet elsewhere until they return.

I. CAT OWNERSHIP REQUIREMENTS

Cats must be no less than six (6) months old.

All cats must be litter trained before admission.

A full-grown cat can not be over seven (7) inches tall at the shoulders nor weigh over ten (10) pounds.

Spayed and neutered documentation must be provided prior to pet admission.

State and/or local law inoculation documentation signed by the pet veterinarian must be provided prior to admitting the pet and annually thereafter. (Pet Registration Form)

Cats must wear a collar at all times showing the owner's name and address; and a license if required; plus a cat flea collar.

Cats must be on a leash at all times when outside the owner's apartment, unless it is in an approved locked pet carrier.

Cats may not be exercised on JEFFERSON COUNTY HOUSING AUTHORITY property.

The pet owner is responsible to make sure the cat is not left alone in the apartment over night, for any reason.
Resident must use an approved type cat litter box and clean it on a regular basis. Cat litter may not be flushed down the commode. Resident will be charged for commode unclogging and any additional damage resulting from this type of cat litter disposal.

Should your pet accidentally deposit waste either inside the building or on JEFFERSON COUNTY HOUSING AUTHORITY property, the waste must be cleaned up immediately. Pet owner is responsible for clean up, removal, and proper disposal of pet waste from both inside the building and the Authority property.

Proper pet waste disposal involves gathering it up, placing the waste in a plastic trash bag, sealing very tightly, and placing in the trash bin or chute.

J. BIRD OWNER REQUIREMENTS

No more than two (2) birds to a unit will be permitted. NO PARROTS.

Birds must be caged at all times.

The cage must be no larger than three (3) feet high and two (2) feet wide.

Cages must be cleaned daily and debris disposed of in a sealed plastic bag to be put in trash chute or bin immediately.

Birds must be healthy and free of disease at all times.

If for any reason the bird or birds are suspected of being infested with mites, the tenant will be requested to immediately take the bird or birds to the veterinarian for his opinion. If mites are found, the resident will be responsible for, within five (5) days, debugging the unit. If debugging does not work, extermination will be ordered by the JEFFERSON COUNTY HOUSING AUTHORITY, at the pet owner's expense.

Birds are not permitted to be left alone in an apartment unless arrangements for daily care have been made by owner.

K. FISH OWNER REQUIREMENTS

One fish tank only, no bigger than ten (10) gallon size, is permitted to a unit.

Fish tank must be kept cleaned. Waste water from tank must be disposed of in the apartment toilet.

Fish may not be alone in the unit unless arrangements for daily care have been made by the owner.

Pet owner must be aware when cleaning or filling fish tanks that any water damage done to this apartment or apartments under him/her will be billed to the pet owner.

L. CAGED ANIMALS REQUIREMENTS

No more than two (2) animals in a cage will be permitted.

Animals must be caged at all times.

Cages must be cleaned daily and debris disposed of in a sealed plastic bag to be disposed of immediately.

Animals must be healthy and free of disease at all times.

If for any reason the animal is suspected of being infested, the resident will be requested to immediately take the animal to the veterinarian for his opinion.

Animals are not permitted to be left alone in an apartment unless arrangements for daily care have been made by owner.

M. GENERAL POLICY FOR AUTHORIZED PETS

Only one pet is allowed in elevator at a time. If one pet is in the car when it stops at a floor, the pet owner must wait for the car to return without a pet.

Pets are not permitted on floors other than first or their own apartments. Pets shall not be permitted in any common areas within the building except when directly leaving or entering the building. Pets are not permitted in another apartment or the public areas, community room, laundry room, lounge, or office.

Any pet suffering illness must be taken within two (2) days to a veterinarian for diagnosis and treatment. The Housing Authority must, upon demand, be shown a statement from the veterinarian indicating the diagnosis. Any pet suspected of suffering symptoms of rabies or any other disease considered to be a health threat must be immediately removed from the premises until signed evidence from a veterinarian can be produced to indicate the animal is not so afflicted.

Resident pet owner agrees to control the noise or his/her pet such that it does not constitute a nuisance to other residents. Failure to control pet noise may result in the removal of the pet from the premises.

THE JEFFERSON COUNTY HOUSING AUTHORITY SHALL TAKE ALL NECESSARY ACTIONS UNDER THE LAW TO REMOVE ANY PET THAT CAUSES BODILY INJURY TO ANY RESIDENT, GUEST, VISITOR, OR STAFF MEMBER.

No pet shall be left unattended in any unit for longer than 12 hours.

All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for his/her pet. Pets which appear to be poorly cared for or which are left unattended for longer than 12 hours will be reported to the Humane Society and will be removed from the premises at the pet owner's expense.

In the event of a tenant's sudden illness the resident pet owner agrees that Management shall have discretion with respect to the provision of care to the pet consistent with policy guidelines and at the expense of the resident pet owner unless written instruction with respect to such area are provided in advance by the resident to the project office and all care shall be at the resident's expense.

Unwillingness on the part of the named caretakers of a pet to assume custody of the pet shall relieve Management of any requirement to adhere to written instruction with respect to the care or disposal of a pet and shall be considered as authorization to Management to exercise discretion in such regard consistent with policy guidelines.

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

Management may move to require the removal of a pet from the premises on a temporary or permanent basis for the following causes:

a. Creation of a nuisance after proper notification consistent with these Pet Rules. Notice or action shall be taken or completed within a forty-eight (48) hour period.

b. Excessive pet noise or odor with proper notification.

c. Unruly or dangerous behavior.

d. Excessive damage to the resident's apartment unit.

e. Repeated problems with vermin or flea infestation.

f. Failure of the resident to provide for adequate care of his/her pet.

g. Leaving a pet unattended for more than twelve (12) hours.

h. Failure of the resident to provide adequate and appropriate vaccination of the pet.

i. Resident death and/or serious illness.

j. Failure to observe any other rule contained in this section and not listed here upon proper notification.

Residents shall not alter the interior of their units, or area to create an enclosure for an animal or bird.

Residents living on the first floor shall not have pets tied, or outside of the dwelling unit directly on the grounds of the Housing Authority.

N. REQUIRED UPDATE OF REGISTRATION

Each pet's registration must be updated once each year at the Resident's annual recertification process. Updated annual registration will include:

k. Verification that the pet's license is in effect and has been renewed for the current year.

l. The dog or cat must be brought to the Management office each year to be photographed.

m. Proof of any inoculations that are required for such pet, that all shots are current.

n. Proof of annual veterinary care.

At this time, the Pet Responsibility Form will be reviewed with the resident to see that the three (3) persons listed are still correct and that there has been no change in either address or phone number.

O. VISITING PETS REQUIREMENT

Visiting pets are not permitted unless they are dogs aiding the handicapped, i.e. seeing eye dogs, without specific written permission from the Housing Authority. If such written permission is granted, all rules of this Pet Policy will apply to the visiting pet while on the Housing Authority property.

P. PROTECTION OF THE PET

If the health or the safety of a pet is threatened by the death or incapacity of the resident or by other factors that render the resident unable to care for the pet, the Housing Authority will contact one of the three persons listed on the Pet Responsibility Form. If none of these three (3) responsible persons are willing or able to care for the pet, or after reasonable efforts the Housing Authority has been unable to contact one of the three persons, the Housing Authority will contact the appropriate state or local agency and request removal of such pet. If there is no state or local agency authorized to remove a pet under these circumstances, the Housing Authority will enter the resident's unit, remove the pet, and place it in the Animal Rescue shelter.

Failure to abide by these regulations will cause the Housing Authority to arrange for removal and care of the pet as stated, with the cost for such care the full responsibility of the resident.

Q. PET VIOLATIONS

Loose pets -- If a pet gets loose and out of the resident's premises, the resident, and not the Housing Authority is responsible for damages and recapture. The resident will immediately clean up any waste and pay the cost of any damages incurred immediately upon presentation of the bill from the Housing Authority or another resident if they or their property is involved.

Notice of Pet Rule Violation – If the Housing Authority determines on the basis of objective facts, supported by written statements, the resident has violated a rule governing the keeping of pets, the Housing Authority will serve a notice to the resident of pet rule violation. The notice of pet rule violation will be in writing and will:

o. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.

p. State the resident has ten (10) days from the affective date of the notice to correct the violation (including in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation with the Housing Authority.

q. State that the tenant's failure to correct the violation, to request a meeting, or to appear at a grievance hearing, may result in initiation of such procedures to have the pet removed or to terminate the resident's tenancy, or both.

Notice for pet removal – If the Housing Authority determines the resident has failed to correct the pet rule violation, the Housing Authority may serve a notice to the resident requiring the resident to remove the pet. The notice will be in writing and will:

r. Contain a brief statement of the factual basis for the determination and the pet rule that has been violated.

s. State that the resident must remove the pet.

t. State that failure to remove the pet may result in initiation of procedures to have the pet removed or terminate the resident's tenancy, or both.

R. UNIT INSPECTION/ENTRY

The Housing Authority's maintenance personnel will not be permitted to enter the premises that houses a dog or cat unless the tenant is home and places the pet on a leash and it is under control at all times while the maintenance personnel are in the unit. Any problems noticed at this inspection such as damages to the premises or odors, will be rectified by repairs or extermination within ten (10) days of the inspection. If the resident has not arranged for repairs or extermination within the ten (10) day period, the Housing Authority will make the necessary repairs or extermination at the resident's expense. These charges must be paid within thirty (30) days of the billing invoice.

EHRLICH personnel will not enter the premises of a pet owner to spray.

ATTACHMENT H

Resolution # 04-21_____
Effective Date - DECEMBER 14, 2004

DWELLING LEASE

A. PRINCIPAL TERMS

1. The JEFFERSON COUNTY HOUSING AUTHORITY (Authority) leases to _____ (tenant) a dwelling unit located at _____ according to the terms of this agreement.

The monthly rent to be paid by the tenant without demand by Management shall be $ _____ and shall be due and payable in advance on the first day of each month beginning _____. The lease term shall be one year and shall renew automatically for another year, unless terminated as provided by this lease.

The monthly rent shall remain in effect unless the tenant's income and/or family composition changes and the rent is recalculated in accordance with the required re-determination. Rent shall be paid at the Management Office located at 201 North Jefferson Street, Punxsutawney, Pa 15767.

The apartment leased is for the exclusive use and occupancy of the tenant and the tenant's household consisting of the following named person who will live in the dwelling unit:

NAME	RELATIONSHIP	SS#	BIRTHDATE

Any additions to the household members listed above requires the advance written approval of the Authority. This includes live-in aides and foster children or adults but excludes natural births. The Authority shall approve the additions if they pass the screening process and an appropriate size unit is available. Removal from the household shall be reported, in writing, to the Authority within ten (10) days. The tenant agrees to abide by Management's determination of eligibility/ineligibility. Failure on the part of the tenant to comply with this provision will result in the Housing Authority terminating the lease.

"Removal Request Forms" are available at the Management Office. If the removal is either tenant or co-tenant, both parties should sign the "Removal Request Form", if possible.

B. TENANT AGREES

1. RENT - To pay rent in advance on the first day of each month without demand.

_____ This rent is based on the Authority determined flat rent for this unit.
_____ This rent is based on the income and other documented information provided by tenant.

Families may change rent calculation methods at recertification time.

Families who have chosen the flat rent option may request a rent adjustment change to the formula based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

Rent payment may be made by personal check. However, if a check is returned due to insufficient funds, the tenants' account will be charge $10.00

Should two (2) personal checks be returned due to insufficient funds, the tenant's rent payment can only be paid in cash or money order.

Account Balance - Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than a partial payment of the months account. Under NO circumstances shall the Housing Authority's acceptance of a partial payment constitute accord and satisfaction. Nor will the Housing Authority's acceptance of a partial payment forfeit the Housing Authority's right to collect the balance due on the account, despite endorsement, stipulation or other statement on any check.

If a family is paying the minimum rent and circumstances change creating an inability to pay the rent the family may request temporary suspension of the minimum rent because of a recognized hardship.

In the event legal proceedings are required to recover possession of the premises, the tenant will be charged with the actual cost of such proceedings.

3 Any payment received will be applied to the oldest charges in the resident's account (with exception of debts currently under a payment agreement.)

2. SECURITY DEPOSIT - Tenant agrees to pay a security deposit in the amount of $50.00 or one month's rent, whichever is less.

This deposit is used by the Authority at the time of termination of the lease, toward reimbursement of the cost of repairing any intentional or negligent damages to the dwelling unit caused by the tenant, his/her family, dependent or guest, for items requiring maintenance which does not constitute normal wear and tear. Security deposit may also be used to reimburse costs incurred by the unauthorized removal of Housing Authority property by the tenant, tenant family members, dependents or guests and any rent or utilities owed by the tenant.
Deposit to the tenant within thirty (30) days after he/she vacates, less any deduction for any cost that are indicated.

If such deductions are made, the Authority will give the tenant an itemized statement including charges for cleaning of the dwelling unit. Security deposit may not be used to pay rent or other charges while the tenant occupies the dwelling unit.

Security Deposit will not be returned if tenant fails to return all appropriate keys to the Management Office

3. **VACATE NOTICE - To properly terminate the lease, the tenant must give a fifteen (15) day written notice prior to vacating the apartment. If the tenant does not give the full notice, the tenant shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented. Whichever date comes first. Tenant will be charged rent up to and including the day the keys are returned to the Management Office.**

4. **OCCUPANCY OF THE UNIT - The tenant shall not assign this lease, sublet the premises, give accommodations to any roomers or lodgers and/or permit the use of the premises for any purpose other than as a private dwelling, solely for the tenant and family members appearing on the lease.**

   This does not exclude visitors of the tenant from occupying the premises for a reasonable length of time except that visits beyond two weeks shall require written approval by Management. Visitors status will be assumed if the person claiming said status maintains a separate physical address.

   For the tenants requiring the services of a live-in aide, the resident must file an addition to household request form with the Authority and will be subjected to the screening process in accordance with the Authority's Admission and Occupancy Policy and be determined to be eligible before moving into the residence.

5. **RE-EXAMINATION - Once a year, when requested by Management, tenants shall be responsible to furnish written verification of all household income, family composition, expenses and assets to the Authority and to permit the Authority to verify all sources of income and other information pertaining to income employment, family composition, assets, by whatever methods are available to the Authority. The tenant will be required to sign an authorization form to be sent to the income and/or expense source.**

   At the time of the annual review, Management shall advise the tenant of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased due to employment of a family member who was previously unemployed for one or more years or because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

   At the time of the review appointment the tenant may elect to change his/her rent choice option.

   In cases where annual income cannot be projected for a twelve month period or the tenant is reporting no income, Management will schedule a rent review every ninety (90) days

6. **CHANGES IN FAMILY COMPOSITION OR INCOME - All changes in family composition, employment, assets or income sources must be reported to the Authority within ten (10) days of such a change. Income must be reported for anyone residing in the unit who is eighteen (18) years of age or older.**

7. **RENT ADJUSTMENT - Tenant is responsible for reporting in writing, all changes in household income amounts, sources and family composition to the Management Office within ten (10) days of the occurrence. Tenant is also responsible for providing all written documentation verifying the new information prior to the 25th day of the month in order to have a rent adjustment completed If reported according to procedure:**

   Notwithstanding the provisions listed above, a tenant's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare, public assistance, SSI and/or SS received by the family that is a result of the tenant's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

   For purpose of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a tenant's rent will be reduced as a result of such a decrease.

8. **EFFECTIVE DATE OF RENT CHANGE**

   A. Rent decreases will become effective the first day of the month following the properly reported change (prior to the 25th day of the month)

   B. Rent increase due to change in family income will become effective the first day of the second month following the change.

   C. Rent increase due to change in the family composition will be the first day of the month following the reported change.

   D. Management will provide the tenant a thirty (30) day notice of increased rent; however, the tenant's failure to furnish documentation in a timely manner could result in a notice of less than (30) days.

   E. In case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, the management will apply the increase in rent retroactive to the first of the month in which the mis-representation occurred.

   F. Once the rental rate is established, it will remain in effect until the effective date of the next annual review. If an interim rent adjustment is warranted the tenant may elect to change from the flat rent calculation.

9. **TRANSFERS - If Management determines the size of the dwelling unit is no longer appropriate for the tenant's needs, the Housing Authority may terminate this lease if another dwelling unit of the appropriate size has been offered to the tenant and the tenant refuses to move within a ten (10)**

day period with advance notification of the pending move. Any moving expense will be assumed by the tenant. The dwelling unit being vacated will be inspected and cost for restoring or repairing damages, above and beyond normal wear and tear will be billed to the tenant and be due and payable upon transfer.

10. COMPLIANCE WITH HOUSING CODES - Tenant agrees to comply with all obligation imposed or provisions of building and housing codes materially affecting health and safety and to hold the Authority harmless from all fines, penalties and costs for violations or non-compliance by tenant with any said codes and from all liability arising out of any such violations or non-compliance.

11. HEALTH, SAFETY AND MAINTENANCE RULES - Tenant agrees to use the premises solely as a private dwelling for tenant and tenant's household or family and to abide by the following health, safety, conservations and maintenance rules.

A. To keep the premises and such other areas as may be assigned to tenant for his/her use in a clean and safe condition.

B. Tenant agrees to keep the sidewalks in front and rear of his/her unit free from snow and ice. Lawns and grounds in front and rear of his/her unit are to be kept clean and neat. Garbage is to be contained in sealed plastic bags or cans and placed in proper garbage receptacles. Garbage areas are to be kept clean. In the event of the failure of the tenant to maintain these areas, management, at its option, may do so and charge the actual cost thereof to the tenant. Such cost shall be charged to tenant's account.

C. To refrain from and to cause tenant's household and guests to refrain from destroying, defacing, damaging or removing any part of the premises or development.

D. To pay reasonable charges (other than for normal wear and tear) as they occur for the repair of damages to the premises, development buildings, facilities or common areas caused by the tenant, tenant's household members or guests, in accordance with a schedule of charges posted in the Management Office. Damages caused to the dwelling unit by individuals unknown to the tenant will be charged to the tenant and tenant will be expected to report any such vandalism to the police department for investigation and to seek payment from the person causing the damage.

E. To conduct himself/herself and other persons, who are in/or on the premises with the tenant's consent to conduct themselves in a manner which will not disturb neighbors peaceful enjoyment of their home and will assist in maintaining the development in a decent, safe and sanitary condition.

F. Children must not be permitted to cause annoyance or disturbance to other tenants or to deface (or otherwise) damage property. Parents will be held responsible for the conduct of their children and all damages caused by them will be charged to the parents.

G. To refrain from illegal or other activity which impairs the physical or social environment of the development.

H. Tenant will not store broken appliances, furniture, old tires, etc. in or outside the dwelling unit. These items will be hauled away and the tenant will be charged a fee.

I. All personal property left on Authority property for more than five (5) days by a tenant after vacating their residence will be considered abandoned and will be disposed of by the Authority. Cost of disposal will be included as a part of tenant's move out charges.

J. All repairs or replacements needed must be reported to the Management Office as soon as the damage occurs.

K. Waterbeds are NOT permitted in any Housing Authority units.

L. Swimming pools / Sandboxes (of any size) are NOT permitted on Housing Authority property.

M. Proper window dressing is to be used for ALL windows. Sheets and/or blankets are unacceptable.

N. No flammable or toxic materials shall be stored in or near the dwelling unit or in areas accessible to children.

O. Tenant must comply with Housing Authority's Pet Policy.

P. To give Management notice in writing when the premises are to be vacant for two weeks or more but such notice will not make Management responsible for any personal property of any nature left in or on the leased premises during the tenant's absence.

Q. Tenant agrees not to waste utilities furnished by the Authority, not to use utilities or equipment for any improper or unauthorized purpose.

R. Tenant agrees that insuring against loss of personal property is the responsibility of the tenant. The Authority does NOT provide such insurance coverage. ALL TENANTS ARE STRONGLY URGED TO OBTAIN RENTER'S INSURANCE ON THEIR PERSONAL PROPERTY.

S. Not to do any modification without first receiving the Housing Authority's written prior approval:

1. **Change or remove any part of the appliances, fixtures or equipment in the unit.**
2. **Paint or install wallpaper, wall covering or contact paper in the unit.**
3. **Attach awnings or window guards on the unit.**
4. **Attach or place any fixtures, signs or fences on the building, common areas or grounds.**
5. **Attach any shelves, screen doors or other permanent improvements in the unit.**
6. **Install washing machines, dryers, dishwasher, freezers or air conditioners in the unit.**
7. **Place any aerials, antenna or other electrical connections in or on the unit.**
8. **No additional locks or bolts shall be placed on any doors of the unit.**

T. To abide by necessary and reasonable rules and regulations established for the benefit of the development and tenants. These rules shall be posted in the Management Office and are incorporated by reference in this lease.

U. Tenant agrees not to do any major repairs, greasing or similar work on vehicles on the Authority's property.

V. Tenant will be permitted to conduct legal profit making activities in their residence as long as the activity is incidental to primary use of the leased unit for residence by members

of the household. Permission must be obtained from the Authority, in writing, prior to undertaking such profit making activity. Any income derived from profit making activity must be reported to the Authority for purpose of determining rent.

W Parking is limited. Tenants are permitted to park one vehicle per family in the lot Designated handicap parking spaces are reserved for authorized users only.

X Tenant agrees not to keep or maintain any snowmobile, off road vehicles, motorized vehicles and trail bikes on the premises (except in assigned parking area) and furthermore not to keep or maintain any unlicensed or uninspected vehicle on the premises. The expense of removal will be at the expense of the owner/tenant and will be repaid to the Authority.

Y Any threat to the life, safety or where no threat exists (harassment, profanity, etc.) of a Housing Authority employee or representative by a tenant, member of a tenant's household or tenant's guest shall be grounds for immediate eviction.

Z. The tenant, any member of the tenant's household, guest or other person under the tenant's control shall not engage in violent, criminal activity, including drug related criminal activity. (On or Off the Housing Authority premises) while the tenant is a residing in Public Housing. Criminal Activity will be cause for TERMINATION OF TENANCY.

AA. The term "DRUG RELATED CRIMINAL ACTIVITY" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

BB. It is the responsibility of the tenant to check smoke detectors located in their dwelling units on a monthly basis to insure proper working condition and installation of batteries, as needed. The Authority will check detectors and replace batteries at the time of furnace inspection.

CC. Tenant agrees to pay a fee for an Authority Maintenance Employee to let them into their unit, when they are locked out.
Lockouts during the evening hours, weekends or on holidays will be at time and one-half of the normal rate of pay, in effect at the time.

DD. In the event of any injuries to tenant, tenant's family or guests, or in the event of any damage to any of their property, that is allegedly cause by negligence of Management or its agents or employees, the tenant will give Housing Authority Management a written notice of the occurrence of the injury or damage within five (5) days of the happening thereof. The written notice must be delivered to the Management Office.

EE. A Home-visit will be performed by Management within thirty (30) days after the tenant signs their lease. At this time, if a determination is made, in which, Management feels the tenant is not following JCHA Housekeeping standards, the tenant will be required to attend classes provided by Community Action Agency.

FF. COMMUNITY SERVICE - The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self sufficiency and economic independence. This is a requirement of the Public Housing Lease.

C. MANAGEMENT AGREES

1. **To give any notice to tenant in writing delivered to tenant or an adult member of the tenant's household or sent by prepaid first class mail.**

2. **To maintain the premises and the development in a decent, safe and sanitary condition.**

3. **To make necessary repairs to the premises during regular working hours unless an emergency situation exists.**

4. **To keep the development buildings, facilities and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition.**

5. **To maintain in good and safe working order and condition : Electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by Management.**

6. **To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of individual tenant family) for the deposit of garbage, rubbish and other waste removed from the premises.**

7. **To furnish a range, refrigerator and routine maintenance services. However, if a tenant already owns an appliance they wish to use instead of the Authority's appliance they may do so if management approves this arrangement in writing. This approval will be based on size and working condition of the appliance. Maintenance of a tenant's personal appliances is their responsibility and must be in good working condition.**

8. **To comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.**

9. **DEVELOPMENTS:**

PA 61-1	**JEFFERSON STREET HI-RISE, PUNXSUTAWNEY, PA**
PA 61-2	**BEYER AVENUE TERRACE, PUNXSUTAWNEY, PA**
PA 61-3	**SUNRISE TERRACE, REYNOLDSVILLE, PA**
PA 61-4	**BREEZEWAY TERRACE, REYNOLDSVILLE, PA**
PA 61-5	**CASCADE VILLAGE, SYKESVILLE, PA**
PA 61-15	**CARES TERRACE, REYNOLDSVILLE, PA**

Management agrees to supply heat, hot and cold running water, sewage, garbage removal, gas for cooking and electricity for lighting and general household appliances to the above developments.

No charge will be made for providing these utilities.

PA 61-7 FORRESTVIEW TERRACE, REYNOLDSVILLE, PA
PA 61-8 SKYVIEW TERRACE, REYNOLDSVILLE, PA

Tenant understands and agrees that they will be responsible for contacting the appropriate utility companies, immediately after signing their lease, for connection and payment of the following utility services: Gas, Electric, Water and Sewage for the above developments. Each apartment will be billed individually for these services by the utility company and the tenant agrees to pay these charges directly to the appropriate utility company. The tenant's utility service may be terminated by the utility company. Should this happen, the tenant renders the unit to be uninhabitable and would be cause for eviction.

UTILITY ALLOWANCE AS FOLLOWS

PA 61-7 FORESTVIEW TERRACE		PA 61-8 SKYVIEW TERRACE
GAS:	$_____	$ _____
ELECTRIC:	$_____	$_____
WATER:	$_____	$_____
SEWAGE:	$_____	$_____

D. DEFECT, HAZARDS TO LIFE HEALTH OR SAFETY - In the event the premises are damaged to the extent that conditions are hazardous to life, health or safety of the occupants:

1. **Tenant shall immediately notify the Authority of that damage.**

2. **The Authority shall be responsible for repair of the dwelling unit within a reasonable time; and if the damage was caused by tenant, tenant's household or guests, the actual cost of the repairs will be charged to the tenant.**

3. **Authority shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.**

4. **In the event repairs are not made or alternative accommodations are not provided, rent shall be abated in proportion to the seriousness of the damage and loss suffered by the tenant, except that no abatement of rent shall occur if tenant rejects the alternate accommodations or if the damage was caused by tenant, tenant's household or guest.**

E. MOVE-IN AND MOVE OUT INSPECTIONS

1. **Authority representative's and the tenant or representative will be obligated to inspect the dwelling unit prior to occupancy by the tenant. A written form will be completed on the condition of the dwelling unit and any equipment provided. This form will be signed by the Authority and the tenant and kept in the tenant's folder. A copy will be given to the tenant. Any deficiencies noted on the inspection will be corrected by the Authority at no charge to the tenant.**

2. Authority representative(s) will be obligated to inspect the dwelling unit when it is vacated Tenants should attend this inspection so they are aware of any charges which they will be responsible for paying. A written statement of actual cost will be sent to the tenant within thirty (30) days of vacating the dwelling unit. If any refund is due from the security deposit it will be sent at this time. If any amount is owed to the Housing Authority the ex-tenant will be given thirty (30) days to make restitution, by way of payment in full or a payment schedule. If the payment is not resolved, the account will be forwarded to a credit collection agency.

F. ENTRY OF PREMISES DURING TENANCY

1. The Housing Authority shall upon a 48 hour advance notification to the tenant, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance for making improvements or repairs.

2. Each year, an annual occupied dwelling inspection will be completed. Management may schedule other inspections at more frequent intervals if the condition of the unit in his/her opinion reasonably warrant the same.

3. Authority may enter the premises at any time, without advance notification when there is a reasonable cause to believe that an emergency exists which could jeopardize health or safety of other tenants. The Housing Authority also reserves the right to enter a dwelling unit upon receipt of a report that the unit has been seriously damaged, destroyed, vandalized or abandoned. The Housing Authority shall leave, on the premises, a written statement specifying the date, time and purpose of entry prior to leaving the premises.

4. In the event of a work order when the tenant and all adult members of the tenant's household are absent from the premises, a written statement specifying the date, time and purpose of entry will be left prior to leaving the premises.

5. No apartment will be entered by authority employees if the resident is a pet owner, unless the resident is home.

G. ADMISSION AND CONTINUED OCCUPANCY - (APPLICANTS AND TENANTS WITH SPECIAL NEEDS)

1. Applicants for admission to public housing- All tenants must be able to legally fulfill the requirements of this lease. If a tenant requires the services of a live-in aide, the tenant must file an addition to the household request form with the Authority and the aide be determined to be eligible for Authority Housing.

2. An unoccupied dwelling unit can remain under lease, not to exceed six (6) consecutive months, as long as the rent is paid monthly, by the 1st of the month and there are no lease violations Extended periods of time will be determined for each individual case based on the information presented.

H. TERMINATION OF LEASE

1. **The Authority shall not terminate nor refuse to renew a lease other than for serious or repeated violation of material terms of the lease. Such serious or repeated violations of material terms shall include, but not limited to:**

   a. **Failure to pay rent or other payments when due**
   b. **The Authority shall terminate this lease if the tenant's account has been filed at the District Courts office twice in a twelve month period.**

   c. **Failure to comply with housekeeping standards and health, safety and maintenance rules as stated in this lease and it's attachments.**

   d. **Failure to provide timely and accurate statements of income, assets, expenses and family composition at admission, interim or annual rent recertification, to attend scheduled re-examination interviews or to cooperate in the income verification process.**
   e. **Serious or repeated damage to the unit.**
   f. **ANY criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or employees of the Authority.**
   g. **The arrest of any family member living in the unit of a drug related/and or violent crime on or off the Housing Authority property.**
   h. **Failure to pay utilities promptly, where applicable.**
   I. **Failure to perform and comply with required Community Service or be exempted there from.**
   j. **Any other good cause.**

2. **MANAGEMENT SHALL GIVE WRITTEN NOTICE OF TERMINATION OF THIS LEASE OF:**

   a. **Fifteen days in the case of failure to pay rent**
   b. **A reasonable time proportionate with the urgency of the situation in the case of creation of or maintenance of a threat to health or safety of other tenants or Authority employees**
   c. **30 days in all other cases**
   d. **The notice of lease termination to the tenant shall state specific ground for termination and shall inform the tenant of the tenant's right to make such reply as the tenant may wish. The notice shall also inform the tenant of the right to examine the Authority's documents directly relevant to the termination or eviction. When the Authority is required to afford the tenant the opportunity for a grievance hearing the notice shall also inform the tenant of the tenant's right to request a hearing in accordance with the Authority's grievance procedure.**
   e. **A notice to vacate, which is required by State or Local Law, may be combined with or run concurrently with the notice of Lease Termination.**
   f. **When the Authority is required to afford the tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice to vacate State or Local law has expired) until the time for the tenant to request a grievance hearing has expired, and (if a hearing was requested by tenant in a timely manner) the grievance process has been completed.**
   g. **When the Authority is not required to afford the tenant the opportunity for a hearing under the grievance procedure, the notice of termination shall:**

      1. **State the tenant is not entitled to a grievance hearing on the termination.**
      2. **State the eviction is for a criminal activity or for drug related criminal activity.**

3. In deciding to evict for criminal activity the Authority shall have discretion to consider all the circumstances of the case, including the seriousness of the offense, the extent of all the participation by family members and the effects that the eviction would have on family members not involved in the prescribed activity. In appropriate cases, the Authority may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

3. This lease may be terminated by the tenant any time by giving a fifteen (15) day advance written notice to the Authority.

I. GRIEVANCE PROCEDURE - All disputes concerning the obligations of the tenant or the Authority under this lease, with the exception of the Authority's "ONE STRIKE AND YOU'RE OUT POLICY" shall be processed and resolved pursuant to the Grievance Procedure of the Authority which is in effect at the time such grievance or appeal arises. The Grievance Procedures are available in the Management Office.

J. WAIVER - The failure of the Authority or tenant to exercise any right or remedy as provide herein shall not affect the right to do so at a later date for similar or other cause. If the tenant violates the terms and condition of this lease and such violations are not brought immediately to the attention of the Authority the Authority upon learning of such violations may take the appropriate action provided for in the lease. No such past violation, which has not been acted upon by the Authority shall constitute a waiver of subsequent similar violations.

K. MODIFICATIONS - Modification of this lease must be accompanied by a written rider to the lease executed by the Authority and tenant, except for rent re-determination, eligibility for low cost housing appropriateness of dwelling size, schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated in the lease by reference. Matters incorporated which are in the lease by reference shall be publicly posted in a conspicuous manner in the Management Office and shall be furnished to tenant upon request. If such rules and regulations are modified, the Authority shall give at least thirty (30) days written notice to each affected tenant setting forth the proposed modification and providing the tenant an opportunity to present written comments which shall be considered by the Authority prior to the effective date of the proposed modification.

EXECUTION OF THE LEASE

I am aware that all policies, schedules, charges and rules and regulations are listed on the bulletin board in the lobby of 201 North Jefferson Street, Punxsutawney, PA. and are available for me to obtain from the Management Office to read during the office hours (8:00 A.M. to NOON and 1:00 P.M. to 4:30 P.M.) Monday thru Friday, exclusive of Holidays. I am aware that these listed documents are subject to change and that all changes will be given a thirty (30) day period for comment by tenants.

In signing this lease I am acknowledging the Housing Authority employee has explained, in detail, all areas covered by this lease and have received the listed attachments. I understand and accept my obligations as a tenant.

Signed this _____day of _____

TENANT _____

CO-TENANT _____

JEFFERSON COUNTY HOUSING AUTHORITY

_____
EXECUTIVE DIRECTOR

ATTACHMENTS

1. **One Strike and Your Out Policy**
2. **Alcohol Abuse Policy**
3. **Pet Permit Application**
4. **Pamphlet - Protect Your family from Lead in Your Home**
5. **Tenant Handbook**
6. **Tenant Charges**
7. **Housekeeping Standards**
8. **Community Service Policy**

ATTACHMENT I

___04-21_____
Resolution #

___DECEMBER 14, 2004_____
Date Adopted

JEFFERSON COUNTY HOUSING AUTHORITY

MAINTENANCE DEPARTMENT

SCHEDULE OF CHARGES

FOR TENANT CAUSED DAMAGES

NOTE; If an item is not listed, we will charge labor cost plus materials.

LABOR COST; $10.00 Per Hour

CALL OUTS (After working hours)

There will be no charge for emergency calls that are not due to tenant negligence.

If the maintenance personnel determines the call is not an emergency but you disagree and insist that he check the situation, (and maintenance still makes the determination that it is not an emergency) you will be charged for the ACTUAL COST incurred by the Housing Authority for this call out.

LOCK-OUTS:

During non-working hours tenants will be charged $l0.00 (excluding Jefferson Street Hi-Rise)

During regular working hours there is no charge.

There is a $1.00 charge for any additional keycard or keys requested.

LABOR CHARGE:

Tenants will be charged for the actual replacement/repair plus labor cost of $10.00 per hour resulting from negligence, misuse, or abuse, caused by tenant, tenant household members, or guest(s) to:

l. Dwelling unit

2. Development buildings

3. Playground equipment

4. Common areas (laundry room, community room, etc.)

5. Maintenance Building

6. Any other property owned by the Housing Authority

The Maintenance Manager will determine the cause of the damage and charge amount.,

There will be no charge for repairs or replacements resulting from normal wear and tear.

MOVE-OUT CHARGES

Tenants are expected to leave their apartment in the condition in which it was leased to them.

Vacating tenant accounts will be charged for repairs and/or replacements for anything above and beyond normal refurbishing and wear and tear.

Established Rates – (Costs to be determined on individual basis by our Maintenance Manager) includes but not limited to:

l.	Labor	$l0.00	per hour
2.	Cleaning Range	$20.00	
3.	Cleaning Refrigerator	$10.00	
4.	Removing remaining items and garbage in apartment	$10.00	per hour
5.	Removal of contact paper, wall paper, boarder, stickers, etc,	$10.00	per room
6.	Second coat of paint necessary due to tenant using unauthorized paint	$25.00	per room

SERVICE REQUEST AND/OR REPORTED CONDITIONS

There will be a charge of $40.00 to install an air conditioner unit at the following developments: (this will include the removal also)

Jefferson Street Hi-Rise
Sunrise Terrace
Cascade Village

Due to the type of windows at the following developments - There will be a charge of $20.00 to install an air conditioner unit if requested by tenants at PA 61-8, Skyview Terrace

Installation method of air conditioners at our family site:

Beyer Avenue Terrace
Breezeway Terrace
Forestview Terrace
Care Terrace

Must be approved by the Maintenance Department to determine if possible charges need to be accessed,

Tenants are responsible to keep their sidewalks from their door to the main walk clear of snow, ice, and debris and to keep their garbage container clean. If it becomes necessary for the maintenance staff to do the cleaning, tenants will be charged (Minimum charge of $5.00)

PA 6l-4, Breezeway Terrace tenants are responsible for keeping their Rubbermaid Sheds clean and together. Anytime a part comes off the shed and the Maintenance Staff fixed the shed it will cost the tenant a minimum of $5.00 plus the actual cost of replacement parts and/or padlock and keys.

There will be a charge of $l0.00 if tenant request a lock change because of tenant damage or for personal reasons.

Service requests by tenants, such as installation of shelving, curtain rods, etc, must be put in writing. It will then be reviewed to determine if time permits the maintenance staff to complete the task. Tenants will be charged $10.00 per hour plus any material provided by maintenance if necessary.

Pet Owners are responsible to remove any waste deposited by the pet from Authority property as soon as it is deposited. The waste must then be placed in a plastic bag, sealed tightly and disposed of as trash. Failure to do so will result in the owner being charged a minimum of $10.00.

SCREENS

Repair, replacement, and or missing screens will be charged at the following rates:

Small	$3.00
Medium	$5.00
Large	$7.00

EXTRA APPLIANCE CHARGE

Extra Refrigerator	$8.00
Freezer	$4.00
Air Conditioner (June, July, August, and September)	$10.00 per month / per air conditioner
Washer	$3.00
Dryer	$3.00

Washers and dryers are only permitted in apartments that are designed and equipped with the hook-ups. Dryers must have an approved venting system.

Extra appliance charges do not apply to Skyview Terrace (PA 6l-8) or Forestview Terrace (PA 61-7).

There will be a $5.00 charge for replacement of emergency kits.

LEGAL & MISCELLANEOUS COSTS;

If it becomes necessary for the Housing Authority to file for eviction at the Magistrate's Office and the Authority receives judgment, tenant will be charged for all actual costs incurred in filing.

There will be a charge of $10.00 for any returned check due to insufficient funds.

`ATTACHMENT J

Resolution # 04-21

Date Adopted DECEMBER 14, 2004

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

FOR THE

PUBLIC HOUSING PROGRAM

JEFFERSON COUNTY HOUSING AUTHORITY

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4 CHAPTER 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Low Rent Public Housing Program was created by the U.S. Housing Act of 1937.

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

A, HOUSING AUTHORITY MISSION STATEMENT

The Jefferson County Housing Authority is committed to building and maintaining affordable housing for the citizens in our community. We seek to create safe neighborhoods by partnering with individuals and organizations to provide housing, education and employment opportunities for families of modest means to become self-sufficient and improve their quality of life. We shall serve our clients and all citizens with the highest level of professionalism, compassion and respect.

B. LOCAL OBJECTIVES

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

> To provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level.
>
> To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for tenants and their families.

To avoid concentrations of economically and socially deprived families in any one or all the PHA's public housing developments.

To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to PHA employees.

To attempt to house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in the PHA's jurisdiction.

To provide opportunities for upward mobility or families who desire to achieve self-sufficiency.

To facilitate the judicious management of the PHA inventory, and the efficient management of the PHA staff.

To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, handicap or familial status.

C. PURPOSE OF THE POLICY

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for the Public Housing Authority (PHA) staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and the PHA.

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

D. FAIR HOUSING POLICY

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

Title VI of the Civil Rights Act of l964

Title VIII of the Civil Rights Act of l968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)

Executive Order 11063

Section 504 of the Rehabilitation Act of 1973

The Age Discrimination Act of 1975

Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)

Any applicable State laws or local ordinances and any legislation protecting Individual rights of tenants, applicants or staff that may subsequently be enacted.

The PHA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, marital status or sexual orientation in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the PHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of l937, as amended, or in the use or occupancy thereof.

Posters and housing information are displayed in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

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

The PHA's Management Office, 201 North Jefferson Street, Punxsutawney, Pa, is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD telephone service provider.

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

Deny to any family the opportunity to apply for housing, nor deny to any Qualified applicant the opportunity to lease housing suitable to its needs;

Provide housing that is different from that provided to others;

Subject a person to segregation or disparate treatment;

Restrict a person's access to any benefit enjoyed by others in connection with The housing program;

Treat a person differently in determining eligibility or other requirements for Admission; or

Deny a person access to the same level of services.

The PHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets).

E. SERVICE AND ACCOMMODATIONS POLICY

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

REASONABLE ACCOMMODATION POLICY

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

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of his or her disability before the Housing Authority will treat a person differently than anyone else. The Housing Authority's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so they may fully access and utilize the housing program and related services. The availability of requesting an accommodation will be made known by including notices on Housing Authority forms, and letters,. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Admission and Occupancy Policy including when a family initiates contact with the Housing Authority, when the Housing Authority initiates contact with a family including when a family applies, and when the Housing Authority schedules or reschedules appointments of any kind.

FEDERAL AMERICANS WITH DISABILITIES ACT OF 1990

With respect to an individual, the term “disability,” as defined by the 1990 Act means:

A physical or mental impairment that substantially limits one or more of the Major life activities of an individual;

A record of such impairment; or,

Being regarded as having such impairment.

UNDUE HARDSHIP

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

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

The nature and cost of the accommodation needed;

The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and

The number of persons employed at such facility, the number of families likely to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

VERIFICATION OF A REQUEST FOR ACCOMMODATION

All requests for accommodation or modification of a unit will be verified with a reliable, Knowledgeable, professional.

Requests for reasonable accommodation from person with disabilities will be granted upon verification that they meet the need presented by the disability.

REASONABLE ACCOMMODATION

Reasonable accommodation will be made for persons with a disability who require an Advocate or accessible offices. A designee will be allowed to provide some information, But only with the permission of the person with the disability.

All PHA mailing will be made available in an accessible format upon request, as a Reasonable accommodation.

RECERTIFICATION BY MAIL

The PHA will permit the family to submit annual and interim recertification forms Through the mail, when the PHA has determined that the request is necessary as a Reasonable accommodation.

The mail-in packet will include notice to the family of the PHA's deadline for returning The completed forms to the PHA.

If there is more than one adult member in the household, but only one is disabled, Recertifications will not be processed through the mail. In such cases, the able adult Family members will come in for the appointment and then take the necessary forms home to the member with a disability for completion and signature.

HOME VISITS

When requested and where the need for reasonable accommodation has been established, the PHA will conduct h9me visits to residents to conduct annual and interim recertification.

OTHER ACCOMMODATIONS

The PHA will refer families who have persons with disabilities to agencies in the Community that offer services to persons with disabilities.

F. TRANSLATION OF DOCUMENTS

In determining whether it is feasible to translate documents into other languages, the PHA will consider the following factors:

Number of families in Jefferson County who do not speak English and speak the other language.

Estimated cost to the PHA per client of translation of English written documents into the other language.

Evaluation of the need for translation by agencies that work with the non-English Speaking clients.,

The availability of local organizations to provide translation services to non-English speaking families.

G. PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS) OBJECTIVES

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

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

H. FAMILY OUTREACH

The PHA will publicize and disseminate information to make known the availability of housing units and housing-related services for very low income families on a regular basis.

The PHA will communicate the status of housing availability to other service providers in the community. The PHA will advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

The PHA will periodically publicize the availability and nature of housing assistance for very low income families in a newspaper of general circulation, including local minority publications and other suitable means.

To reach persons who cannot read the newspapers, the PHA will distribute fact sheets to the broadcast media and utilize public service announcements.

I., PRIVACY RIGHTS

Applicants and participants, including all adults in their households, are required to sign the form HUD-9886, “Authorization for Release of Information and Privacy Act Notice”. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

The PHA’s policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

Any and all information which would lead one to determine the nature and/or severity of a person's disability must be kept ina separate folder and marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the staff person designated by the Executive Director.

The PHA's practices and procedures are designed to safeguard the privacy of applicants and tenants.

Files will never be left unattended or placed in common areas.

PHA staff will not discuss or access family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

J. POSTING OF REQUIRED INFORMATION

The PHA will maintain a bulletin board in a conspicuous area of the lobby in the Jefferson Street Hi-Rise Building which will contain:

Statement of policies and procedures governing Admission and Continued Occupancy Policy (ACOP) or a notice of where the policy is available

Information on application taking

Directory of the PHA's housing sites including names, address of office, office Hours

Income limits for Admission

Current schedule of routine maintenance charges

A copy of the lease

The PHA's grievance procedures

A Fair Housing Poster

An Equal Opportunity in Employment poster

Current Resident Notices

Required public notices

Security Deposit Charges

Schedule of Utility Allowances (if applicable)

Site developments will maintain a bulletin board in a conspicuous place which will contain a statement stating the following policies are available at the main office:

Tenant Selection policies

Information on application taking

Income limits for admission

Current schedule of maintenance charges

Copy of lease

PHA's grievance procedures

Fair Housing Poster

Equal Opportunity in Employment poster

Current Resident Notices

Security Deposit charges

Sexual Harassment Policy

Fraud Hotline Information

Mission Statement

One Strike Policy

K TERMINOLOGY

The Jefferson County Housing Authority is referred to as "PHA" or "Housing Authority" or "HA" throughout this document.

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

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

“Landlord” refers to the PHA.

“Disability” is used where “handicap” was formerly used.

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

See Glossary for other terminology.

CHAPTER 2

ELIGIBILITY FOR ADMISSION

INTRODUCTION

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

A. QUALIFICATION FOR ADMISSION

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

Is a family as defined in this chapter;

Heads a household where at least one member oaf the household is either a citizen Or eligible non-citizen;

Has an annual income at the time of admission that does not exceed the low Income limits for occupancy established by HUD and posted separately in the PHA offices.

The Quality Housing and Work Responsibility Act of1998 authorizes PHA to admit families whose income does not exceed the low-income Limit (80% of median area income) once the HA has met the annual 40% targeted income requirement of extremely low-income families (families whose income does not exceed 30% of median area income).

Provides a Social Security number for all family members, or will provide written Certification that they do not have Social Security numbers;

Meets the tenant Selection and Suitability Criteria as set forth in this policy.

TIMING FOR THE VERIFICATION OF QUALIFYING FACTORS

The qualifying factors of eligibility, other than citizenship status, will be verified before the family is placed on the waiting list.

B. FAMILLY COMPOSITION

DEFINITION OF FAMILY

The applicant must qualify as a Family. A Family may be a single person or a group of persons.

A group of persons is defined by the PHA as two or more persons who intend to share residency whose income and resources are available to meet the family's needs, and will live together in PHA housing.

Elderly, disabled, and displaced families are defined by HUD in CFR 5.403.

The term "Family" also includes, but is not limited to:

A family with or without children;

An elderly family;

A disabled family;

A displaced family;

The remaining member of a tenant family;

A single person who is not elderly, displaced, or a person with disabilities, or the Remaining member of a tenant family;

Two or more elderly or disabled persons living together, or one or more elderly or Disabled persons living with one or more live-in-aides.

The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.

OCCUPANCY BY POLICE OFFICERS

In order to provide an increased sense of security for public housing residents the PHA may allow public housing units to be occupied by police officers.

Police officers will not be required to be income eligible to qualify for admission to the PHA's public housing program.

HEAD OF HOUSEHOLD

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Family, provided that the person is at least partially responsible for paying the rent.

MUST BE AT LEAST 18 YEAR OF AGE

SPOUSE OF HEAD

Spouse means the husband or wife of the head.

For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term “spouse” does not apply to boyfriends, girlfriends, significant others, or co-heads.

CO-HEAD

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

LIVE-IN ATTENDANTS

A family may include a live-in aide provided that such live-in aide:

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

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:

Income of the live-in aide will not be counted for purposes of determining Eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in attendant may also reside in the unit, providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

A Live-in Aide may only reside in the unit with the approval of the PHA., Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.

The PHA has the right to disapprove a request for a live-in aide based on the "other eligibility criteria" described in this Chapter.

C. MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide verification of Social Security Numbers for all family members prior to admission, if they have been issued a number by the Social Security Administration,. This requirement also applies to person joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial of admission or termination of tenancy.

If a member does not have a social security number they must sign a certification stating that they do not have one. The certification shall:

State the individual's name and that the individual has not been issued a social Security number,

State that the individual will disclose the social security number, if they obtain One at a later date,

Be signed and dated.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are person who are in one of the six immigrant categories as specified by HUD..

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families - A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No Eligible Members - Applicant families that include no eligible members will be ineligible for assistance, Such families will be denied admission and offered an opportunity for a hearing.,

Non-citizen Students - Defined by HUD in the noncitizen regulations are not eligible for assistance.

The HA will establish and verify eligibility no later than the date of the family's annual reexamination following October 21, l998.

No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

E. OTHER ELIGIBILITY CRITERIA

All applicants will be processed in accordance with HUD"s regulations and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

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

To pay rent and other charges as required by the lease in a timely manner,

To care for and avoid damaging the unit and common areas,

To use facilities, appliances and equipment in a reasonable way,

To create no health or safety hazards, and to report maintenance needs in a timely manner,

Not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others.

Not to engage in criminal activity or alcohol abuse that threatens the health safety or right to peaceful enjoyment of other residents or staff and not to engage In drug-related criminal, activity on or off the PHA premises,

Not to have ever been convicted of manufacturing or producing methamphetamine, also known as “speed”,

To comply with necessary and reasonable rules and program requirements of HUD and the PHA, and

To comply with local health and safety codes.

DENIAL OF ADMISSION FOR PREVIOUS DEBTS TO THIS OR ANY THER PHA

Previous outstanding debts to this PHA or any PHA resulting from a previous tenancy in the public housing or Section 8 program must be paid in full prior to admission. No payment agreement will be accepted.

Either spouse is responsible for the entire debt incurred as a previous PHA tenant. Children of the head or spouse who had incurred a debt to the PHA will not be held responsible for the parent’s previous debt.

F. ONE STRIKE POLICY

DENNIAL OF ADMISSIION FOR DRUG-RELATED AND/OR OTHER CRIMINAL ACTIVITY

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use of sell drugs or terrorize neighbors. It is the intention of the Jefferson County Housing Authority to fully endorse and implement a policy which is designed to:

Help create and maintain a safe and drug-free community.

Keep our program participants free from threats to their personal and family safety.

Support parental effor5ts to instill values of personal responsibility and hard work.

Help maintain an environment where children can live safely, learn and grow up to be productive citizens, and

Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

ADMINISTRATION

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, the PHA will involve other community and governmental entities in the promotion and enforcement of this policy.

This policy will be made readily available to applicants and tenants upon request.

HUD DEFINITIONS

"Drug-related criminal activity" is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in section 102 of the Controlled Substances Act)

Drug-related criminal activity means on or off the premises, not just on or near the premises.

"Criminal activity" includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's public housing premises by other residents or employees of the PHA.

SCREENING FOR "ONE STRIKE"

In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, the PHA will endeavor to screen applicants as thoroughly and fairly as possible,

Initial screening will be limited to routine inquiries of the family and any other information provided to the PHA regarding this matter. The inquiries will be standardized and directed to all applicants by inclusion in the application form.

If as a result of the inquiry, or the receipt of a verifiable referral, there is indication that the family or any family member is engaged in drug-related criminal or violent criminal activity, the PHA will determine whether the family should be denied admission.

LAW ENFORCEMENT RECORDS

The PHA will check criminal history for all applicants who are 18 years of age and older to determine whether any member of the family has engaged in violent or drug-related criminal activity.

The Housing Authority has a contract with the Pennsylvania Access to Criminal History (PATCH) to act on their behalf to undertake the criminal record screening to determine if the applicant has a criminal record.

Verification of any past activity will be done prior to final eligibility and will include a check of conviction records.

STANDARD FOR VIOLATION

Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to Pubic Housing for a three-year period beginning on the date of such eviction.

The Housing Authority will not waive this requirement.

Ni member of the applicant's family may have engaged in drug-related or violent criminal activity within the past three (3) years

The PHA will permanently deny admission to public housing person convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The PHA will deny participation in the program to applicants where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related. or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cased where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The PHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than two incident during the previous three months.

“Engaged in or engaging in or recent history of” drug related criminal activity means any act within the past three (3) years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

In evaluating evidence of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other resident, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

The PHA may permit eligibility for occupancy and impose conditions that the involved family member(s) does not reside in the unit. The PHA will consider evidence that the person is no longer in the household such as (divorce decree/incarceration/death/copy of a new lease with the owner/s telephone number and address/or other substantiating evidence).

OTHER CRIMINAL ACTIVITY

“Other criminal activity” means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents,

For the purposes of this policy, this is construed to mean that a member of the current family has been arrested of any criminal or drug-related criminal activity within the past three (3) years

HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

No family member may have engaged in or threatened abusive or violent behavior toward PHA personnel at any time.

.No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last three (3) years.

EVIDENCE

The HA must have evidence of the violation.

“Preponderance of evidence” is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which

as a whole shows that the fact sought to be proved is more probable than not, The intent is not to prove criminal liability, but to establish that the act(s) occurred.

> Preponderance of evidence is not to be determined by the number of witnesses, but by the greater weight of all evidence,

"Credible evidence" may be obtained from policy and/or court records, Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by PHA inspectors and/or investigators, and evidence gathered from the PHA staff.

The PHA may pursue fact-finding efforts as needed to obtain credible evidence.

CONFIDENTIALITY OF CRIMINAL RECORDS

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purposes for which it was requested is accomplished.

All criminal reports, will be housed in a file with access restricted to individuals responsible for such screening.

If the family is determined eligible for initial or continued assistance, the HA's copy of the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

The PHA will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

DISCLOSURE OF CRIMINAL RECORDS TO FAMILY

Before the PHA takes any adverse action based on a criminal conviction record, the applicant will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the court hearing in the case of evictions.

HEARINGS

(See Chapter titles "Complaints, Grievances and Appeals")

If information is revealed that would cause the PHA to deny admission to the household and the person disputes the information, she/he shall be given an opportunity for an informal hearing according to the PHA's hearing procedures outlined in the Chapter on Complaints, Grievances and Appeals.

G. SCREENING FOR SUITABILITY

In developing its admission policies, the aim of the PHA is to attain a tenant body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families and families with serious social problems. Therefore, it is the policy of the PHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents,.

The PHA will conduct a detailed interview of all applicants,. The Interview application form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.

An applicant's intentional misrepresentation of any information related to eligibility, housing history, allowances, family composition or rent will result in denial of admission

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance which they can demonstrate that they have or will have at the time of admission, The availability of assistance is subject to verification by the PHA.

The PHA's minimum age for admission as head of household is 18, to avoid entering into leases which would not be valid or enforceable under applicable law.

As a part of the final eligibility determination, the PHA will screen each applicant household to assess their suitability as renters.

The PHA will complete a rental history check on all applicants.

The PHA shall rely upon sources of information which may include, but not be limited to, PHA records, personal interviews with the applicant or tenant, contact previous landlords, employers, family social workers, parole officers, criminal and court recors, personal references, clinics, physicians or the police department.

This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare

Factors to be considered in the screening are housekeeping habits, rent paying habits, prior history as a tenant, criminal records, the ability of the applicant to maintain the responsibilities of tenancy, and whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the development..

The PHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

The applicant's past performance in meeting financial obligations, especially rent.

Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.

Any history of criminal activity on the part of any applicant family member involving criminal acts, including drug-related criminal activity.

Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.

Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other tenants.

Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the PHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare.

Adversely affect the physical environment or financial stability of the development.

Violate the terms and conditions of the lease.

Require services from PHA staff that would alter the fundamental nature of the PHA's program.

RENT PAYING HABITS

The PHA will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from former landlords for up to the past three (3) years.

Based upon these verifications, the PHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past three (3) years for nonpayment of rent, or had other legal action initiated against him/her for debts owed, Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent due to substandard housing conditions in a manner consistent with a local ordinance, or had a poor rent paying history clearly related to an excessive rent relative to their income (using 50% of their gross income as a guide) and responsible efforts were made by the family to resolve the nonpayment problem.

The lack of credit history will not disqualify a family, but a poor credit history will, with the exceptions noted above.

Where past rent paying ability cannot be documented, the PHA will check with the utility company(s) to determine whether the family has been current and timely on their payments.

SCREENING APPLICANTS WHO CLAIM MITIGATING CIRCUMSTANCES

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior: and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the PHA's screening assessment of the applicant, mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the PHA shall have the right to refer such

information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. The PHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

EXAMPLES OF MITIGATING CIRCUMSTANCES

Evidence of successful rehabilitation,

Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by the PHA,

Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The PHA will consider such circumstances in light of:

The applicant's ability to substantiate through verification the claim of mitigating circumstances and hi/her prospects for improved future behavior, and

The applicant's overall performance with respect to all the screening Requirements

QUALIFIED AND UNQUALIFIED APPLICANTS

Information which has been verified by the PHA will be analyzed and a determination will be made with respect to:

The eligibility of the applicant as a family,

The eligibility of the applicant with respect to income limits for admission,

The eligibility of the applicant with respect to citizenship or eligible immigration status,

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and PHA procedures, except for a pending PHA hearing.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial, The PHA shall provide applicants an opportunity for an informal hearing (see Chapter titled "Complaints, Grievances, and Appeals")

Applicants who have requested a reasonable accommodation as a person with a disability and who have been determined eligible, but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures

The PHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the PHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the PHA, such as turnover rates, and market demands as they affect bedroom sizes and development location.

DOCUMENTING FINDINGS

An authorized representative of the PHA shall document any pertinent information received relative to the following:

Criminal Activity - includes the activities listed in the definition of criminal activity in this Chapter.

Pattern of Violent Behavior - includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.

Pattern of Drug Use - includes a determination by the PHA that the applicant has exhibited a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Drug Related Criminal Activity - includes a determination by the PHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance.

Pattern of Alcohol Abuse - includes a determination by the PHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

Initiating Threats - or behaving in a manner indicating an intent to assault employees or other tenants.

Abandonment of a Public Housing Unit - without advising PHA officials so that staff may secure the unit and protect its proper5ty from vandalism.

Non-Payment of Rightful Obligations - including rent and/or utilities and other charges owed to the PHA (or any other PHA)

Intentionally Falsifying an Application for Leasing - including uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

Record of Serious Disturbances of Neighbor, Destruction of Property or Other Disruptive of Dangerous Behavior - consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility, which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

Grossly Unsanitary of Hazardous Housekeeping - includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials, severe damages to premises and equipment, if it is established that the family is responsible for th4e condition, seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls, or serious neglect of the premises This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

Destruction of Property - from previous rentals

Whether Applicant or tenant is Capable of Maintaining the Responsibilities of Tenancy - in the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in aide will be considered in making this determination.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects.

PROHIBITED CRITERIA FOR DENIAL OF ADMISSION

Applicants will NOT rejected because they:

Have no income,

Are not employed,

Do not participate in a job training program,

Will not apply for various welfare or benefit programs,

Have children,

Have children born out of wedlock

Are on welfare,

Are students.

H. HEARINGS

If information is revealed that would cause the PHA to deny admission to the household and the person disputes the information, she/he shall be given an informal hearing according to the PHA's hearing procedures outlined in Chapter 13, Complaints, Grievances and Appeals.

CHAPTER 3

APPLY ING FOR ADMISSION

INTRODUCTION

The policy of the PHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner, This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the PHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy

A. HOW TO APPLY.

Families who wish to apply for any of the PHA's programs must complete a written application form Assistance in completing applications will be provided upon request from a person with a disability.

Applications will be accepted at the Housing Authority's Management Office , 201 North Jefferson Street, Punxsutawney, Pa. for all housing developments.

Applicants may choose which municipal-based waiting list they wish to be placed on.

The application process will involve two phases.

> The first is the "initial" application for admission, This first phase is to determine the family's eligibility for, and placement on, the waiting list.
>
> The application will be date, time-stamped, and referred to the PHA's office where tenant selection and assignment is processed.
>
> The second phase is the "final determination of eligibility for admission". This phase takes place when the family reaches the top of the waiting list.. At this time the PHA ensures that verification of all HUD and PHA eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

B. "INITIAL" APPLICATION PROCEDURES

The PHA will utilize an application form for the initial application for public housing. The application is taken in person and the data is entered into the computer.

The purpose of the application is to permit the PHA ti preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

The application will contain questions designed to obtain the following information:

Names of head and spouse
Names of adult members and age of all household members
Number of family members (used to estimate bedroom size needed)
Street address and phone numbers
Mailing address (if PO Box or other permanent address)
Annual income
Source(s) of income received by household members
Information regarding request for reasonable accommodation or for accessible unit
Social security numbers
Race/ethnicity
Arrests/convictions for drug related or violent criminal activity
Previous address
Names and address of current and previous landlords
Emergency contact person and address
Questions regarding previous participation in HUD programs

Applications will require interviews. Information on the application will be verified for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are requested to inform the PHA in writing of changes in family composition, income, and address. Applicants are also required to respond to requests from the PHA to update information on their application, or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list, (see Chapter on Complaints, Grievances and Appeals.)

C. NOTIFICATION OF APPLICANT STATUS

If after a review of the application the family is determined to be preliminarily eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation.)

This written notification of preliminary eligibility will be mailed to the applicant by first class mail.

If the family is determined to be ineligible based on the information provided in the application, the PHA will notify the family n writing (in an accessible format upon request as a reasonable accommodation.) , state the reason(s) , and inform them of their right to an informal hearing . Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. See Chapter on "Complaints, Grievances and Appeals."

D. REVIEW OF APPLICATION

When the PHA is ready to select applicants, the PHA will call or send the applicant a letter notifying him/her of an appointment. Applicants will be required to:

> Participate in a full application interview with the PHA representative during which the applicant will be required to furnish complete and accurate information verbally as requested by the interviewer. The PHA interviewer will review the full application form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.

REQUIREMENT TO ATTEND INTERVIEW

The PHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family and to ensure that the information is complete. The interview is also used as a vehicle to meet tine informational needs of the family by providing information about the application and verification process, as well as to advise the family of other PHS services or programs which may be available.

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family.

If an applicant fails to appear for a pre-scheduled appointment, the PHA will automatically schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied.

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability,

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (see chapter on Complaints, Grievances and Appeals)

All adult members must sign for HUD-9886, “Release of Information,” the declarations and consents related to citizenship/immigration status and any other documents required by the PHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the PHA.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to eligibility and rent calculation.

If the PHA determines at or after the interview that additional information or documents(s) are needed, the PHA will request the document(s) or information in writing. The family will be given ten (l0) working days to supply the information,

If the information is not supplied in this time period, the PHA will provide the family a notification of denial for assistance, (see chapter on Complaints, Grievances and Appeals.)

E. PROCESSING APPLICATIONS

Prior to a family being place on the waiting list, the following items are verified to determine qualification for admission to the PHA’s housing.

Family composition and type (elderly/non elderly)

Annual Income

Assets and asset income

Deductions from annual income

Social Security Numbers of all family members

Information used in applicant screening

Citizenship or eligible immigration status

Criminal History Report

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA, and the tenant suitability determination (see chapter on Eligibility for Admission)

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list,

CHAPTER 4

TENANT SELECTION AND ASSIGNMENT PLAN

INTRODUCTION

It is the PHA's policy that each applicant shall be assigned an appropriate place on the municipal-based waiting list in which the applicant select to reside. Applicants will be listed in sequence based upon date and time the application is process, and the size and type of unit. In filling an actual or expected vacancy, the PHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of accomplishing deconcentration of poverty and income-mixing objectives. The PHA will offer the unit until it is accepted. This Chapter describes the PHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list,

HA's OBJECTIVES

PHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is the PHA's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

When appropriate units are available, families will be selected from the waiting list in their determined sequence.

A. MANAGEMENT OF THE WAITING LIST

The PHA will administer its waiting list as required by 24CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

The application will be a permanent file.

All applicants will be maintained in order of date and time of application receipt.

All applicants must meet applicable income eligibility requirements as established by HUD.

OPENING AND CLOSING THE WAITING LIST

The PHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.
The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of the PHA to house an applicant in a appropriate unit within a reasonable period of time.

When the PHA opens the waiting list, the PHA will advertise through public notice in the newspapers, minority publications and media entities.

The notice will contain:

> The dates, times, and the locations where families may apply.
>
> The programs for which application will be taken.
>
> A brief description of the program
>
> A statement that Section 8 participants must submit a separate application if they want to apply for Public Housing.
>
> Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the PHA address and telephone number, how to submit an application, information on eligibility requirements.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline, This accommodation is to allow persons with disabilities the opportunity tosubmit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

WHEN APPLICATION TAKING IS SUSPENDED

The PHA may suspend the acceptance of application if there are enough holders to fill anticipated openings for the next 24 months.

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

During the period when the waiting list is closed, the PHA will not maintain a list of individuals who wish to be notified when the waiting list is open,

Suspension of application taking is announced in the same way as opening the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next 24 months. The PHA will give at least ten (10) days notice prior to closing the list by:

> Date and time of application receipt, unit size, and municipal area in which the applicant wishes to reside.

The PHA will update the waiting list at least annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone. At the time of initial intake, the PHA will advise families of their responsibility to notify the PHA when making address or telephone numbers change,

REOPENING THE LIST

If the waiting list is closed and the PHA decides to open the waiting list, the PHA will publicly announce the opening.,

Any reopening of the list is done in accordance with the HUD requirements.

LIMITS ON WHO MAY APPLY

When the waiting list is open,

> Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application.

When the application is submitted to the PHA,

> It establishes the family's date and time of application for placement order on the waiting list.

MULTIPLE FAMILIES IN SAME HOUSEHOLD

When families apply that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit,m they will be treated as a family un

B., MUNICIPAL-BASED WAITING LIST

The PHA offers a system of municipal-based waiting lists.

Applicants may choose which municipal-based waiting list they wish to be placed on,

When there are insufficient applicants on a municipal-based waiting list, the PHA will contact applicants on other municipal-based waiting lists who may qualify for the type of housing with insufficient applicants. “Insufficient applicants” on a list will be defined as enough families to fill vacancies for at least three (3) monts, based on anticipated turnover at the development.

Every reasonable action will be taken by the PHA to assure that applicants can make informed choices regarding the development(s) in which they wish to reside, The PHA will disclose information to applicants regarding the location of available sites, occupancy number and size of accessible units, The PHA will also include basic information relative to amenities such as day care, security, transportation, training programs, and an estimate of the period of time the applicant will likely have to wait to be admitted to units of different types.

MONITORING MUNICIPAL-BASED WAITING LIST

The system of municipal based waiting lists will be carefully monitored to assure that civil rights and fair housing are affirmatively furthered.

The PHA’s adoption of municipal-based waiting list is not in violation of any curt order or settlement agreement, and is not inconsistent with any pending complaint brought by HUD.

The PHA will monitor its system of municipal-based waiting list at least bi-annually to assure that racial steering does not occur. If the PHA’s bi-annual analysis of its municipal-based waiting list indicates that a pattern of racial steering is or may be occurring, the PHA will take corrective action.

The Housing Authority has established municipal-based waiting list for the following communities:

Punxsutawney, Pa.

Reynoldsville, Pa.

Sykesville, Pa

C. FACTORS THAT AFFECT SELECTION OF APPLICANTS

The PHA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, deconcentration or income mixing, income targeting, or units in housing designated for

the elderly limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.

Any admission mandated by court order related to desegregation of Fair Housing and Equal Opportunity will take precedence. Other admissions required by court order will also take precedence. If permitted by the court order, the PHA may offer the family a housing voucher.

D. INCOME TARGETING

The PHA will monitor its admissions to ensure that at least 40 percent of families admitted to public housing in each fiscal year shall have incomes that do not exceed 30% of area median income of the PHA's jurisdiction.

Hereafter families whose incomes do not exceed 30% of area median income will be referred to as "extremely low income families".

The PHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA by admitting less than 40 percent of" extremely low income families" to public housing in a fiscal year, to the extent that the PHA has provided ore than 75 percent of newly available vouchers and certificates to "extremely low income families". This fungibility provision discretion by the PHA is also reflected in the PHA's Administrative Plan.

The fungibility credits will be used to drop the annual requirement below 40 percent of admissions to public housing for extremely poor families by the lowest of the following amounts:

> The number of units equal to l0 percent of the number of newly available vouchers in the fiscal year; or
>
> The number of public housing units that 1) are in public housing developments located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low income families,

The Fungibility Floor - regardless of the above two amounts, in a fiscal year, at least 30% of the PHA's admissions to public housing will be to extremely low-income families. The fungibility floor is the number of units that cause the HA's overall requirement for housing extremely low- income families to drop to 30% of its newly available units.

Fungibility shall only be utilized if the PHA is anticipated to fall short of its 40% goal for new admissions to public housing,

COMBINING LOW AND VERY LOW-INCOME FAMILY ADMISSIONS

Once the PHA has met the 40% targeted income requirement for new admissions of extremely low-income families, the PHA will fill the remaining 60% of its new admission units with both low and very low-income families.

E. UNITS DESIGNATED FOR THE ELDERLY

In accordance with the 1992 Housing Act, elderly families with a head, spouse or sole member at least 62 years of age will receive a preference for admission to such units or buildings covered by a HUD-approved Allocation Plan, except for the units which are accessible, which may be offered to persons with disabilities.

The PHA will take the following action when processing families for developments designated for the elderly.

> When there are insufficient elderly families who wish to reside in a development, near-elderly families (head or spouse ages 50-61) receive a preference for this type of unit.
>
> When there are insufficient elderly or near-elderly families who wish to reside in a development, and units are ready for leasing more than 60 days, all other family types are eligible for such units.
>
> Families with members who require a unit with accessible features will receove preference for such units over families who do not require such features.

PROCEDURE TO BE USED WHEN THERE ARE INSUFFICIENT APPLICANTS ON THE LIST

Where the PHA anticipates that there are insufficient elderly or near-elderly families on the waiting list for these units the PHA will notify local senior service centers and local media sources aimed at the elderly to recruit elderly families for the waiting list for these developments.

When there are no elderly applicants from other sites interested in the elderly-designated development, after conducting outreach, near-elderly applicants who are 50-62 years of age can be admitted to the elderly-designated development. If there are no near-elderly applicants on the list, the development housing management staff will contact near-elderly applicants on other development lists to determine interest and add to their list, if applicable

When there are no near-elderly applicants from other sites interested in the elderly-designated development, after conducting outreach, single applicants who are below 50 years of age can be admitted to the elderly-designated development.

F. UNITS DESIGNATED FOR THE DISABLED

In accordance with the 1992 Housing Act, disabled families with a head, spouse or sole member who qualifies as a person with disabilities as defined in 24 CFR 945.105 will receive a preference for admission.

The PHA has units designed for person with mobility, sight and hearing impairments (referred to as accessibility units) . These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

G. MIXED POPULATION UNITS

A mixed population project is a public housing development, or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character).

In accordance with the 1992 Housing Act, elderly families whose head spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units

No limit will be established on the number of elderly or disabled famiies that may occupy a mixed population property.

H. GENERAL OCCUPANCY UNITS

General occupancy units are designed to house all populations of eligible families, In accordance with the HA's occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to the HA's general occupancy units.

SINGLES PREFERENCE

Single persons who are not elderly or disabled will not be admitted before elderly, disabled families of up to two persons.

I. DECONCENTRATION OF POVERTY AND INCOME-MIXING

The PHA's admission policy is designed to provide for deconcentration of poverty and income - mixing by bringing higher income tenants into lower income projects and lower income tenants into higher income projects.

Gross annual income is used for income admission and for income-mixing purpose. Skipping of a family on the waiting list specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met.

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

The PHA will use the gathered tenant incomes information in it assessment of its public housing development to determine the appropriate designation to be assigned to the project for the purpose of assisting the PHA in its deconcentration goals.

If the PHA's annual review of tenant incomes indicates that there has been a significant change to determine whether, based on the PHA methodology of choice, the project needs to be redesignated as a higher or lower income project or whether the PHA has met the deconcentration goals and the project needs no particular designation.

DECONCENTRATION AND INCOME-MIXING GOALS

Admission policies related to the deconcentration efforts of the PHA do not impose specific quotas. Therefore, the PHA will not set specific quotas, but will strive to achieve deconcentration and income - mixing in its developments.

The PHA's income-mixing goal is a long-range goal and may not be achieved in the first year of implementation. The PHA will use its annual analysis of its public housing stock and tenant incomes to provide benchmarks for the PHA.

PROJECT DESIGNATION METHODOLOGY

The PHA will determine and compare the tenant incomes at each development and the incomes of census tracts in which the development are located,

Upon analyzing its findings the PHA will apply the policies, measures and incentives listed in this Chapter to bring higher income families into lower income development and lower income families into higher income developments.

The PHA's goal is to have eligible families having higher incomes occupy dwelling units in developments predominantly occupied by eligible families having lower incomes, and

eligible families having lower incomes occupy dwelling units in development predominantly occupied by eligible families having higher incomes.

Families having lower incomes include very low and extremely low - income families.

Skipping of families for deconcentration purposes will be applied uniformly to all families.

The PHA will not select families for a particular development if the selection will have a negative effect on the PHA's deconcentration goals.

If there are insufficient families n the waiting list (or transfer list), under no circumstances will a unit remain vacant longer than necessary.

AGGREGATE AVERAGE METHOD

The PHA will review the annual resident income of the designated sites and using the incomes of all families in all developments as a baseline, determine the average income of all of its resident families.

The PHA will designate higher income development, those with average income above the aggregate average.

The PHA will designate lower income developments, those with average income below the average.

J. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST

The PHA will not merge the waiting lists for public housing and Section 8 program. However, if the Section 8 waiting list is open when the applicant is placed on the public housing list, the PHA must offer to place the family on both lists. If the public housing waiting list is open at the time an applicant applies for Section 8, the PHA must offer to place the family on the pubic housing waiting list.

K. REMOVAL FROM WAITING LIST AND PURGING

The waiting list will be purged at least once a year by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within thirty (30) calendar days she/he will be removed from the waiting list. If a letter is returned by the post office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply with the prescribed period.

Notices will be made available in accessible format upon the request of a person with a disability, An extension to reply to the purge notification will be considered as an accommodation if requested by a person with a disability.

The PHA allows a grace period of ten (l0) working days after completion of the purge, Applicants who respond during this grace period will be reinstated.

Applicants are required to contact the PHA in writing to confirm their continued interest.

L. OFFER OF ACCESSIBLE UNITS

The PHA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:

> First, to a current occupant of another unit of the same development, or other public housing developments under the PHA's control, who has a disability that requires the special features of the vacant unit.
>
> Second, to an eligible qualified applicant on the waiting ist having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the PHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant., This requirement will be a provision of the lease agreement.. (see chapter 9 Leasing)

M. PLAN FOR UNIT OFFERS

The PHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is:

PLAN “A” – Under this plan the first qualified applicant in sequence on the waiting list will be made one offer of a unit of the appropriate size at a site in which the applicant seeks to reside.

The PHA 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.

N. CHANGES PRIOR TO UNIT OFFER

Changes that occur during the period between removal from the waiting list and an offer of a suitable unit may affect the family’s eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable (see chapter on Complaints, Grievances, and Appeals).

O. APPLICANT STATUS AFTER FINAL UNIT OFFER

When an applicant rejects the final unit offer the PHA will:

Place the applicant’s name on the bottom of the waiting list

Removal from the waiting list means:

The applicant must reapply.

P. TIME-LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept a unit offer with five (5) working days of the date the offer is made. Offers made over the teleph9ne will be confirmed by letter. If unable to contact an applicant by telephone, the PHA will send a letter.

APPLICANTS UNABLE TO TAKE OCCUPANCY

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for “good cause” the applicant will not be placed at the bottom of the waiting list.

Examples of “good cause” reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

An elderly or disabled family makes the decision not to occupancy or accept occupancy in designated housing.

Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program.

Presence of lead paint in the unit offered when the applicant has children under the age specified by current law:

The family demonstrates to the PHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reason offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.

A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.

The unit is inappropriate for the applicant's disabilities.

APPLICANTS WITH A CHANGE IN FAMILY SIZE OR STATUS

Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed,. The PHA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit.

The family will take the appropriate place on the waiting list according to the date of the change.

Q. REFUSAL OF OFFER

If the unit offered is inappropriate for the applicant's disabilities, the family will retain Their position on the waiting list.

If the unit offered is refused for other reasons, the PHA will follow the applicable policy As listed in Sections M Plan for Unit Offers and Section) Applicant Status After Final Offer.

CHAPTER 5

OCCUPANCY GUIDELINES

INTRODUCTION

The Occupancy Guidelines are established by the PHA to ensure that units are occupied by families of the appropriate size,. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

A, DETERMINING UNIT SIZE

The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom, The PHA's Occupancy Guidelines standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

For occupancy standards, an adult is a person 18 years or older.

All guidelines in this section relate to the number of bedrooms in the unit, Dwelling units will be so assigned that, generally the PHA will assign one bedroom to two people within the following guidelines:

> Adults of different generations, persons of the opposite sex (other than spouses), and unrelated adults will not be required to share a bedroom.
>
> Foster children will be included in determining unit size only if they will be in the unit for more than six (6) months.
>
> Share custody of children will be included in determining unit size.
>
> Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.
>
> Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.
>
> The living room will not be used as a bedroom except at the request of the family.

GUIDELINES FOR DETERMINING BEDROOM SIZE

BEDROOM SIZE	PERSON IN HOUSEHOLD (MINIMUM)	PERSON IN HOUSEHOLD (MAXIMUM)
0 Bedroom	1	1
l Bedroom	1	2
2 Bedroom	2	4
3 Bedroom	3	6
4 Bedroom	4	8

B. EXCEPTIONS TO OCCUPANCY STANDS

The PHA will grant exceptions from the guidelines in cases where it is the family's request or the PHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply:

Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes). The family must agree not to request a transfer until their family composition changes.

For a three person family that includes two adults and an infant, the PHA may allow the family to lease a one bedroom unit in a desired general occupancy development.

However, the PHA will not lease a one bedroom unit to a three person family that includes two adults and an adolescent or teenager.

In cases such as those above, a family that voluntarily accepts a unit that is smaller than what the family is eligible for will be required to sign a statement stating that unless there is an increase in family size the family agrees that they are not eligible for transfer to a larger unit.

The PHA may offer a family a unit that is larger than required by the PHA's occupancy standards, if the waiting list is short of families large enough to fill the vacancy.

In all cases, where the family requests an exception to the general occupancy standards, the PHA will evaluate the relationship and ages of all family members and the overall size of the unit.

The family may request to be placed on a larger bedroom size waiting list than indicated by the PHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by the PHA before the family is placed on the larger bedroom size list. The HA will consider these requests.

PERSON WITH DISABILITY

The HA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements in Chapter l, E. Service and Accommodations Policy,

OTHER CIRCUMSTANCES

Circumstances may dictate a larger size than the occupancy standards permit when:

> Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a doctor.
>
> Requests based on health related reasons must be verified by a medical professional.

The PHA will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage, or court-awarded custody

All members of the family residing in the unit must be approved by the PHA, The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the PHA within ten (10) days.

To avoid vacancies, the PHA may provide a family with a larger unit than the occupancy standards permit. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. This requirement is a provision of the lease.

C. ACCESSIBLE UNITS

The PHA has units designed for person with mobility, sight and hearing impairments, These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and person requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

D. FAMILY MOVES

When a change in the circumstances of a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

The unit considerations in this section should be used as a guide to determine whether and when bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this policy, the case should be taken to the Executive Director who will make determination after review of the situation, the individual circumstances, and the verification provided. (see chapter on Recertifications for changes in unit size for tenants)

CHAPTER 6

DETERMINATION OF TOTAL TENANT PAYMENT

INTRODUCTION

The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP).
Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation, The PHA's policies in the chapter address those areas which allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. MINIMUM RENT

The minimum rent for this PHA is Twenty Five Dollars ($25.00)

The Total Tenant Payment is the greater of:

30% of the adjusted monthly income

10% of the monthly income

The Minimum rent as established by the PHA ($25.00)

The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The Total Tenant Payment does not include charges for excess utility consumption or other charges.

The HA recognizes that in some instances even the minimum rent may create a financial hardship for families. The HA will review all relevant circumstances brought to the HA's attention regarding financial hardship as it applies to minimum rent. The following section states the HA's procedures and policies in regard to minimum rent financial hardship as set forth by the QHWRA.

HA PROCEDURES FOR NOTIFICATION TO FAMILIES OF HARDSHIP EXCEPTIONS

The HA will notify all families at time of leaseup and annual recertification of their right to request a minimum rent hardship exception under the law

The HA notification will advise the family that hardship exception determinations are subject to HA grievance procedures.

The HA will review all tenant requests for exception from the minimum rent due to financial hardships.

All requests for minimum rent exception are required to be in writing.

Requests for minimum rent exception must state the family circumstances that qualify the family for an exception.

EXCEPTIONS TO MINIMUM RENT

The HA will immediately grant the minimum rent exception to all families who request it.

The minimum rent will be suspended until the HA determines whether the hardship is:

Covered by Statute, or

Temporary of long term

If the HA determines that the minimum rent is not covered by statute, the HA will impose a minimum rent including payment for minimum rent from the time of suspension.

The HA will use its standard verification procedures to verify circumstances which have resulted in financial hardship, such as loss of employment, death in the family, etc.

HUD CRITERIA FOR HARDSHIP EXCEPTION

In order for a family to qualify for a hardship exception the family's circumstances must fall into one of the following criteria:

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance.

The family would be evicted as a result of the imposition of the minimum rent requirement.

The income of the family has decreased because of changed circumstances, including:

Loss of employment

Death in the family

Other circumstances as determined by the HA or HUD

TERMPORARY HARDSHIP

If the HA determines that the hardship tempora4ry, a minimum rent will be imposed, including back payment from time of suspension, but the family will not be evicted for nonpayment of rent during the 90 days period commencing on the date of the family's request for exemption,

The PHA defines temporary as less than 90 days.

REPAYMENT AGREEMENTS FOR TEMPORARY HARDSHIP

The HA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

If the family owes the HA money for rent arrears incurred during the minimum rent period, the HA will calculate the total amount owed and divide it by 3 to arrive at a reasonable payment increment that will be added to the family's regular monthly rent payment. The family will be required to pay the increased amount until the arrears are paid in full.

Minimum rent arrears that are less than Twenty Five dollars ($25.00) will be required to be paid in full the first month following the end of the minimum rent period.

The minimum monthly amount for a repayment agreement incurred for minimum rent arrears is Twenty Five Dollars ($25.00).

If the family goes into default on the repayment agreement for back rent incurred during a minimum rent period, the HA will reevaluate the family's ability ti pay the increased rent amount and:

Determine whether the family has the means to meet the obligation and, if so determined, initiate eviction proceedings for nonpayment of rent; or

Determine that the repayment agreement is a financial hardship to the family and if so restructure the existing repayment agreement.

RETROACTIVE DETERMINATION

The HA will reimburse the family for minimum rent charges which took effect after October 21, 1998 that qualified for one of the mandatory exceptions.

If the family is owed a retroactive payment, the HA will offset the family's future rent payments by the amount in which the HA owes the family.

B. INCOME AND ALLOWANCES

INCOME: The types of money which are to be used as income for purposes of calculating TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented. (see Income Inclusions and Income Exclusions in the Glossary of Terms of this policy).

ANNUAL INCOME: Is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

PERMISSIVE DEDUCTIONS

The PHA offers the following permissive deductions to annual income in order to promote economic self-sufficiency, to the extent these amounts have not already been deducted from annual income or reimbursed to the family from other sources:

Twenty percent (20%) earned income exclusion for all adult wage earners when 100% of earned income of each adult wage earner is included in the rent calculations.

ALLOWABLE DEDUCTIONS

HUD has five allowable deductions from Annual Income:

1; Dependent allowance: $480 for each family member (other than head or spouse), who are minors, and for family members who are 18 and older who are full time-time students or who are disabled.

2. "Elderly" allowance: $400 per household for families whose head or spouse is 62 or over or disabled.

3. Allowable medical expenses for all family members are deducted for elderly and disabled families.

4. Childcare expenses for children under 13 are deducted when child care is necessary to allow an adult member to work, attend school, or actively seek employment.

5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

C. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS

The rent for eligible families may not be increased as a result of the increased income due to such employment during the 12 month period beginning on the date on which the employment begins.

A family eligible for the earned income exclusion is a family that occupies a dwelling in public housing development; and

Whose income increases as a result of employment of a member of the family who was previously unemployed for one or more years;

Whose earned income increases during the participation of a family member in any family self-sufficiency or other job training program; or

Who is or was, within six months, assisted under any State program for TANF and whose earned income increases.

Upon the expiration of the 12 month period referred to above, the rent payable by a family may be increased due to the continued employment of the family member above, except that during the 12 month period beginning upon such expiration the amount of the increase may not be greater than 50 percent of the amount of the total rent increase that would be applicable except for this exclusion.

The HA requires public housing residents to report all changes in income. The HA will conduct an interim reexamination to institute the earned income exclusion. Date of exclusion will be the first of the month following the date employment begins.

D. INDIVIDUAL SAVINGS ACCOUNTS

The HA chooses not to establish a system of individual savings account for families who qualify for the disallowance of earned income.

E. TRAINING PROGRAMS FUNDED BY HUD

All training income from HUD sponsored or funded training program, whether incremental or not, is excluded from the resident ‘s annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

Upon employment, the full amount of employment income received by the person is counted . There is no 18 month exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

F. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the HA will:

> Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

G. MINIMUM INCOME

There is not minimum income requirement. Families who report zero income are required to complete a written certification every month.

Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc

H. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If. a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HA will calculate the Total Tenant Payment by:

Calculating the income by using the following methodology and using the income figure which would result in a lower payment by the family.

Excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member: or

Including the income of the person permanently confined to the nursing home and giving the family the medical deductions allowable on behalf of the person in the nursing home.

I. REGULAR CONTRIBUTIONS AND GIFTS

Regular contributions and gifts received from person outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every three (3) months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than six hundred ($600) per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (see chapter on "Verification Procedures" for further definition).

If the family's expenses exceed their known income, the HA will make inquiry of the family about contributions and gifts.

J. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the HA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The HA will accept as verification that the family is receiving an amount less than the award if:

The HA receives verification from the agency responsible for enforcement or collection.

It is the family's responsible to supply a copy of the divorce decree.

K. LUMP-SUM RECEIPTS

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation) , capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump-sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered as asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

The HA will calculate prospectively if the family reported the payment within ten (10) working days and retroactively to date of receipt if the receipt was ot reported within the time frame.

PROSPECTIVE CALCULATION METHODOLOGY

If the payment is reported on a timely basic, the calculation will be done prospectively and will, result in an interim adjustment calculated as follows:

The lump-sum will be added in the same way for any interims which occur prior to the next annual recertification.

RETROACTIVE CALCULATION METHODOLOGY

The HA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The HA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the HA,

At the HA's option, the HA may enter into a repayment agreement with the family.

The amount owed by the family is a collectible debt even if the family become unassisted.

ATTORNEY FEES

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

L. CONTRIBUTIONS TO RETIREMENT FUNDS – ASSETS

Contributions to company retirement/pension funds are handled as follows:

> While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
>
> After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

M. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The HA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The HA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure of bankruptcy are not considered to be assets Disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

The HA's minimum threshold for counting assets disposed of for less than Fair Market value is Five Thousand Dollars ($5,000). If the total value of assets disposed of within the two-year period is less than Five Thousand Dollars ($5,000), they will not be considered an asset.

N. CHILD CARE EXPENSES

Unreimbursable child care expenses for children under 13 may be deducted from annual income if they enable an adult to work, attend school full time, or actively seek employment.

In the case of a child attending private school, only before or after-hours care can be counted as child care expenses.

Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered unable to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Child care expenses must be reasonable. Reasonable is determined by what the average child care rates are in the HA's jurisdiction.

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

Child Care to Work - The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working

Child Care for School - The number of hours claimed for child care may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

Amount of Expense - The HA will survey the local care providers in the community to determine what is reasonable. The HA will use the collected data as a guideline. If the hurly rate materially exceeds the guideline, the HA may calculate the allowance using the guideline.

O. MEDICAL EXPENSES

When it is unclear in the JUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

Acupressure, acupuncture and related herbal medicines will be considered allowable medical expenses with doctor-recommended verification.

Chiropractic services will be considered allowable medical expenses.

P. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

APPLICABILITY

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.,

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance, (see chapter titled "Recertifications") Applicant mixed families are entitled to prorated assistance, Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

PRORATED ASSISTANCE CALCULATION

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

Dividing the Family Maximum Subsidy by the number of person in the family to determine Member Maximum Subsidy.

Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy

Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment

Q. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The HA will not reduce the public housing rent for families whose welfare assistance Is reduced specifically because of:

Fraud, or

Failure to participate in an economic self-sufficiency program, or

Noncompliance with a work activities requirement

However, the HA will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits, or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, or

The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

VERIFICATION BEFORE DENYING A REQUEST TO REDUCE RENT

The HA will obtain written verification from the welfare agency stating that the family's Benefits have been reduced for fraud or noncompliance before denying the family's Request for rent reduction.

COOPERATION AGREEMENTS

The HA and the local welfare agency have mutually agreed to notify each other of any Economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

R. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

If the cost of utilities (excluding telephone) is not included in the Tenant Rent, a utility allowance will be deducted from the Total Tenant Payment. The utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, not on a family's actual consumption.

When the utility allowance exceeds the family's Total Tenant Payment, the HA will provide a utility reimbursement payment for the family each month, The check will be made out directly to the tenant.

RESIDENT-PAID UTILITIES

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such development.

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered development or that an applicant cannot be admitted to a unit with resident-paid utilities.

Paying the utility bilk is the resident's obligation under the lease, Failure to pay utilities is grounds for termination.S. EXCESS UTILITY PAYMENTS

Residents in units where the HA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease.

T. FAMILY CHOICE OF RENTS

AUTHORITY FOR FAMILY TO SELECT

The HA shall provide for each family residing in public housing to elect annually whether the rent paid by such family shall be 1) determined based on family income or 2) the flat rent. The HA may not at any time fail to provide both such rent options for any public husing unit owned, assisted or operated by the HA.

Annual choice - The HA shall provide for families residing in public housing units to elect annually whether to pay income-based or flat rent. The rent payment choice becomes effective with new leases and all re-certification.

If a resident has a change in income causing a decease in income during the year, they have the option of going from flat rent to income based rent., However, they can only change from income base to flat rent at re-certification time.

ALLOWABLE RENT STRUCTURES

FLAT RENTS

The HA has established, for each dwelling unit in public housing, a flat amount for dwelling unit which, is equal to the standard payment for the Section 8 Program according to the bedroom size and in effect at the beginning of the Housing Authority's fiscal year.

> Is designed so that the rent structures do not create disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.

The HA shall review the income of families paying flat rent once each year during the recertification process.

INCOME-BASED RENTS

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by the HA that does not exceed the greatest of the following amounts:

30 percent (30%) of the family's monthly adjusted income;

10 percent (10%) of the family's monthly income; or

The HA's minimum TTP or Twenty Five Dollars ($25.00)

The HA will provide the additional subsidy to cover all reduced income resulting from this policy.

SWITCHING RENT DETERMINATION METHODS BECAUSE OF HARDSHIP CIRCUMSTANCES

In the case of a family that has elected to pay the HA's flat rent, the HA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made, upon a determination that the family is unable to pay rent because of financial hardship, including;

Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income of other assistance.

An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; and

Such other situations as may be determined by the HA.

All hardship situations will be verified.

The rental policy developed by the HA encourages and rewards employment and self-sufficiency.

U. RENT COLLECTION

A. Monthly rent shall be paid by the Tenant without demand by Management and shall be due and payable in advance on the first day of each month as stated in the Dwelling Lease Agreement. Payment of rent shall be made at the Authority's Office located at 201 North Jefferson Street, Punxsutawney, Pa. l5767

B. If Tenant fails to make payment of rent by the fifth (5th) day of the month the Authority will take the following action.

1. On the 6th day, the Housing Authority will serve Tenant with a Delinquent Rent Notice.

2. Should a Tenant have a balance of charges two months old, the Housing Authority shall serve the tenant with a "Notice of Termination of Lease" stating all reason(s) for termination. "Notice to Quit" and informing Tenant of his/her rights in accordance with the Authority's Grievance Procedure.

3. If the rent is still unpaid at the end of the time period, the Authority will file a Landlord Tenant Complaint with the District Magistrate.

A. Should the Authority receive a judgment at the hearing, the following action may be taken:

1. All filing charges will be charged to the tenant.

2. At the expiration of 10 days, the Authority may file an Execution For Possession.

3. At the expiration of 10 days, the Authority may file a Monetary Execution.

A. If the Authority files an Execution for Possession, the proper legal authority will service notice to Tenant giving them 10 days to remove themselves from the premises. At the expiration of the time period and Tenant is still occupying the unit, the proper legal authority will then remove Tenant from the premises, and the unit will be secured.

A. Should the Authority file a Monetary Execution, the proper legal Authority will levy all personal property of Tenant permitted by law. The proper legal authority will then schedule a sale at which time all of the Tenant's levied belongings liable to such a sale will be sold. The proceeds from the sale will be used to satisfy, in part or in whole, the amount of money due the Housing Authority.

CHAPTER 7

VERIFICATION PROCEDURES

INTRODUCTION

The Jefferson County Housing Authority Income and Rent Determination Policy outlines the procedures followed for verification of applicant/participant income, the value of assets, expenses related to deductions from income, and other factors affecting adjusted income.

A. FILE DOCUMENTATION

Paper files are maintained for each Applicant/Participant and include (but is not limited to):

Housing Application & supporting documents
Unit inspection Reports
Verifications
Leases & Supplements to lease
Notices & Letters
Income & Rent Determination
Summary of interactions with tenant/ Contact sheets
Photo ID

B. REQUIRED CONSENTS BY APPLICANTS & PARTICIPANTS

Each member of the family of an assistance applicant or participant, who is at least 18 years of age, and each family head and spouse, regardless of age, shall sign the HUD form 9886 and may be required to sign additional consent forms for items not covered under the HUD 9886.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of tenancy because it is a family obligation under tenancy to supply any information requested by the Housing Authority or HUD.

C. VERIFICATION OF SOCIAL SECURITY NUMBERS

Applicants and participants are required to disclose social security number (SSN) of each member of the household who is at least six years of age and to provide documentation to verify each SSN.

The following documents will be accepted to verify SSN

Social Security Card issued by the Social Security Administration
Benefit award letters from government agencies
Retirement Benefit Letter
Life Insurance Policies
Current 1099 or W2

In the event an applicant, participant, or household member has not been assigned a SSN, the household member (or guardian if member is under the age of 18) must execute a certification that states the household member was not issued a social security number.

D. VERIFICATION OF INCOME.- METHOD

The Housing Authority will obtain and document verification of income using the methods outlined below. The Housing Authority will attempt to obtain verification at the highest level of verification. Justification of the use of lower level verification will be documented in applicant/participant file.

1. Level 5 – Upfront Income Verification – Highest level of verification Obtained through the following methods:

   a. Computer matching agreements with a federal, state, or Local government agency or a private agency.
   b. Use of HUD's Tenant Assessment Subsystem (TASS)
   c. Submit direct requests for income verifications to federal, state Or local government agencies or a private agency.

1. Level 4 – Written Third Party Verification – Independent verification of income by contacting the individual income source supplied by the family. The verification documents are supplied directly to the independent source by the Housing Authority and returned directly to the Housing Authority by the independent source.

2. Level 3 – Oral Third Party Verification – Independent verification of Income by contacting the individual source supplied by the family via telephone or in-person visit.
   Staff will record in the tenant file:
   a. Date and time of the telephone call
   b. Name of the person contacted and the telephone number
   c. The verified information

4. Level 2 – Document Review – Used only when third party verification cannot be obtained – The Housing Authority reviews documents provided by the tenant in support of their declaration of income,. All documents must be dated within the last 60 days of the interview,.

5. Level 1 – Tenant Certification – This verification method will be used as a last resort when all other verification methods are not possible – The tenant submits an affidavit or notarized statement of reported income.

All efforts will be made to acquire third party verification . The following situations will justify verifications below Level 3:

1. It is not cost effective or reasonable to obtain third party verification. The asset is not a significant amount and would have minimum impact on the total tenant payment and we are able to verify the asset through review of original documents provided by the tenant.

2. The Housing Authority has made at least 2 documented attempts to obtain and the independent source fails to respond to requests. Tenant file will document dates, times, company name, person the request was sent to, how the request was sent, & non-receipt of response.

3. An independent source does not have the capability of providing written Third party verification directly to the Housing Authority or does not facilitate oral third party verification.

The Housing Authority will not delay the processing of an application beyond two weeks because a third party information provider does not return the verification in a timely manner.

For applicants, verifications may not be more than 120 days old at the time of a unit offer. For tenants, they are valid up to 120 days from date of receipt.

All such documents, excluding governments checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

The PHA will accept the following document from the family provided that the document is such that tampering would be easily noted:

Printed wage stubs

Computer print-outs from the employer

Signed letters (provided that the information is notarized or confirmed by phone)

E. COMPUTER MATCHING

Where allowed by HUD and/or other State of local agencies and when the HA has computer capability, computer matching will be done.

F. ITEMS TO BE VERIFIED

All income not specifically excluded by the regulations.

Zero-income status of household

Zero income applicants and residents will be required to complete a family expense form and submit monthly,

Full-time student status including high school students who are 18 or over.

Current assets including assets disposed of for less than fair market valkue in preceding two years.

Child care expensed where it allows an adult family member to be employed or to further his/her education.

Total medical expenses of all family member in households whose head or spouse is elderly or disabled.

Legal identity

U.S, citizenship/eligible immigrant status.

Social Security Numbers for all family members.

Familial/Marital status when needed for head or spouse definition

Disability for determination of allowances or deductions.

G. VERIFICATION OF INCOME - TYPE

This section defines the methods the PHA will use to verify various types of income. Whenever "in this order" is used in this chapter, the HA will request and utilize verifications, if available , in the order specified.

EMPLOYMENT INCOME

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months.

Year to date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

l. Employment verification form completed by the employer.

2, Check stubs or earning statements which indicate the employer's gross pay, frequency of pay or year to date earnings.

3. W-2 forms plus income tax return forms.

4. Self-certification or income tax returns signed by the family may be used for verifying self-employment income of income from tips and other gratuities.

Applicants and program tenants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the PHA will require the most recent federal income tax statements,

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis

SOCIAL SECURITY, PENSIONS, SUPPLEMENTARY SECURITY INCOME (SSI), DISABILITY INCOME

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits.

2. Computer report electronically obtained or in hard copy.

3. Award or benefit notification letters prepared and signed by the providing agency,

UNEMPLOYMENT COMPENSATION

Acceptable methods of verification include, in this order:

4. Computer report electronically obtained or in hard copy, stating payment Dates and amounts.

5. Verification form completed by the unemployment compensation agency,

3. Payment Stubs

WELFARE PAYMENTS OR GENERAL ASSISTANCE

Acceptable methods of verification include, in this order:

l. PHA verification form completed by payment provider.

2. Written statement from payment provider indicating the amount of grant/payments, start date of payments, and anticipated changes in payments in the next 12 months.

1. Computer generated Notice of Action

ALIMONY OR CHILD SUPPORT PAYMENTS

Acceptable methods of verification include, in this order:

2. Copy of a separation or settlement agreement or a divorce decree Stating amount and type of support and payment schedules

3. A notarized letter from the person paying the support..
4. Copy of latest check and/or payment stubs from Court Trustee. PHA Must record the date, amount, and number of the check.

5. If payments are irregular, the family must provide:

   A statement from the agency responsible for enforcing payments to Show what the family has received during the last 12 months.

NET INCOME FROM A BUSINESS

In order to verify the net income from a business, the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification, in this order , include:

6. IRS form 1040, including:

   Schedule C (Small Business)

   Schedule E (Rental Property Income)

   Schedule F (Farm Income)

   If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

7. Audited or unaudited financial statement(s) of the business

8. Credit report or loan application.

9. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the

next 12 months. The family will be advised to maintain these documents in the future if they are not available.

10. Family's notarized statement as to net income realized from the business during previous years.

The HA may request the documentation identified # 4 above, regardless of the verification used.

CHILD CARE BUSINESS

If an applicant/tenant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/tenant is operating a "cash and carry" operation (licensed or not), the PHA will require the applicant/tenant to complete a form for each customer giving; name of person(s) whose child(ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid and signature of person.

If the family has filed a tax return, the family will be required to provide it.

If child care services were terminated, a third-party verification will be sent to the parent whose child was cared for.

The PHA will conduct interim reevaluations every 120 days and require the tenant to provide a log with the information about customers and income.

RECURRING GIFTS

The family must furnish a Notarized Statement which contains the following information:

The person who provides the gifts

The value of the gifts

The regularity (dates) of the gifts

The purpose of the gifts

ZERO INCOME STATUS

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, AFDC, SSI, ets, are not being received by the household.

The PHA may check records of other departments in the jurisdiction (such as government utilities) that have information about income sources of customers.

FULL-TIME STUDENT STATUS

Only the first $480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full time student by the educational institution.

I. INCOME FROM ASSETS

Acceptable methods of verification include, in this order:

SAVINGS ACCOUNT INTEREST INCOME AND DIVIDENDS

Will be verified by:

11. Account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution.

12. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

13. IRS Form 1099 from the financial institution, provided that the PHA must adjust the information to project earnings expected for the next 12 months.

INTEREST INCOME FROM MORTGAGES OR SIMILAR ARRANGEMENTS

14. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (a copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown)

15. Amortization schedule showing interest for the 12 months following the Effective date of the certification or recertification.

NET RENTAL INCOME FROM PROPERTY OWNED BY FAMILY

16. IRS Form 1040 with Schedule E (Rental Income)

17. Copies of latest rent receipts, lease, or other documentation of rent amounts

18. Documentation of allowable operating expenses of the property; tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

19. Lessee's written statement verifying rent payments to the family and family's notarized statement as to net income realized.

J. VERIFICATION OF ASSETS

FAMILY ASSETS

The PHA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

Verification forms, letters, or documents from a financial institution or broker

Passbooks, checking account statements, certificates if deposit bonds, or financial statements completed by a financial institution or broker.

Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current markjet value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Appraisals of personal property held as an investment.

Family's Notarized Statement describing assets or cash held at the family's home or in safe deposit boxes.

ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUS (FMV)

During two years preceding effective date of certification or recertification.

For all Certifications and Recertifications, the PHA will obtain the Family's certifications as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, Verification (or certification) is required that show: 1) all assets disposed of for less than FMV, 2) the date they were disposed of, 3) the amount the family received, and 4) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

K. VERIFICATION OF ALLOWABLE DEDUCTION FROM INCOME

DEPENDENT DEDUCTION - $480 FOR EACH DEPENDENT

Initially the Housing Authority obtains a copy of each family member's birth certificate, social security card, and/or other appropriate documentation to verify the name, sex, SSN, date of birth, disability and relationship to the head. If the family member is under 18, or has a disability, or is over the age of 18 and a full-time student, each family member meeting these requirements is entitled to the $480 dependent deduction. To verify full-time student status verification requests will be mailed directly to the school and received directly from the school.

DISABLED FAMILY DEDUCTION - $400 FOR A DISABLED FAMILY

If the head, spouse or sole member is receiving disability benefits from Social Security Administration (SSA), the family member is disabled,. Verification of social security benefits may be verified by: (in the following order)

TASS
Contacting SSA by phone with the family member on the line, or
Viewing an original SSA notice provided by the tenant

For those individuals with disabilities that do not receive disability payments from SSA, a Disability Verification Form will be sent directly to a qualified professional having knowledge of the person's disability,.

CHILD CARE EXPENSES

Written verification from the person who receives the payments is required. If the child care provider is an individual, she/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, social security number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

MEDICAL AND HANDICAPPED ASSISTANCE EXPENSES

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of l) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and 2) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration's of Medicare premiums to be paid by the family over the next 12 months, Ac computer printout will be accepted.

For attendant Care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

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Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses, PHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year..

The PHA will use mileage at the IRS's rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.,

Assistance to Persons with Disabilities

In all Cases:

> Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed
>
> Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

> Attendant's written certification of amount received from the family , Frequency of receipt, and hours of care provided.
>
> Certification of family and attendant and/or copies of canceled checks family used to make payment.

Auxiliary Apparatus:

> Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

L. VERIFYING NON-FINANCIAL FACTORS

VERIFICATION OF LEGAL IDENTITY

In order to prevent program abuse, the PHA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Certificate of birth, naturalization papers

Church issued baptismal certificate

Current, valid Driver's License

U.S. Military discharge (DD214)

U.S, Passport

Voter's Registration

Company/agency Identification Card

Department of Motor Vehicles Identification Card

Social Security Card

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Certificate of Birth

Adoption papers

Custody agreement

Health and Human Services ID

School Records

Social Security Card

VERIFICATION OF MARITAL STATUS

Verification of divorce status will be a copy of the divorce decree, signed by a Court Officer

Verification of a separation may be a copy of court ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

FAMILIAL RELATIONSHIPS

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship

Official identification showing name

Birth Certificates

Baptismal Certificates

Verification of guardianship is:

Court ordered assignment

Affidavit of parent

Verification from social services agency

School records

Evidence of an established family relationship:

Joint bank accounts or other shared financial transactions

Leases or other evidence of prior cohabitation

SPLIT HOUSEHOLDS: DOMESTIC VIOLENCE

Verification of domestic violence when assessing applicant split households includes:

Shelter for battered persons

Police reports

District Attorney's Office

VERIFICATION OF PERMANENT ABSENCE OF ADULT MEMBER

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will consider any of the following as verification.

Husband or wife institutes divorce action.

Husband or wife institutes legal separation

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.

Statements from other agencies such as social services that the adult family member is no longer living at that location,

If no other proof can be provided, the PHA will accept a Notarized Statement from the family.

If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

VERIFICATION OF CHANGE IN FAMILY COMPOSITION

The PHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

VERIFICATION OF DISABILITY

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and

Bill of Rights Act (42U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

VERIFICATION OF CITIZENSHIP – ELIGIBLE IMMIGRANT STATUS

To be eligible for assistance, individuals must be U.S, citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

Citizens or Nationals of the United States - are required to sign a declaration under penalty of perjury.

Eligible Immigrants who were tenants and 62 or over on June 19, 1995 - are required to sign a declaration of eligible immigration status and provide proof of age.

Noncitizens with eligible immigration status - must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The PHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the PHA must request within ten days that the INS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.

Noncitizen students on student visas - are ineligible members even though they are in the county lawfully, They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.

Failure to Provide - If an applicant or tenant family member fails to sign required declarations consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verifications - For applicants, verification of U,S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination,. For tenant families, it is done at the first regular recertification after June 19, l995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in Once verification has been completed for any covered program it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the PHA must conduct the determination.

Extensions of Time to Provide Documents - The HA will grant an extension of 30 days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration - The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-5510

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (1-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification oif status. All documents in connection with U.S. Citizenship/eligible immigrant status must be kept for five years.

The HA will verify the eligibility of a family member at any time such eligibility is in questions, without regard to the position of the family on the waiting list.

MEDICAL NEED FOR LARGER UNIT

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

M. VERIFICATION OF SUITABILITY FOR ADMISSION

Sources to be used to determine suitability include but are not limited to:

Criminal History Reports

Prior Landlord References

Physicians, social workers, and other health professionals

Jefferson County Housing Authority

And other PHA(to whom the family may owe debt)
(see chapter 2, Eligibility)

ABILITY TO MEET FINANCIAL OBLIGATIONS UNDER THE LEASE

All applicants will be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

All applicants will be interviewed and asked questions about the basic elements of tenancy.

The PHA will determine if applicants owe any monies from previous tenancy or participation in any HUD housing programs.

The PHA will independently verify the rent paying history of all applicants for the previous three (3) years directly with the landlord(s).

DRUG-RELATED OR VIOLENT CRIMINAL ACTIVITY

The PHA will complete a criminal background check of all applicants including other adult members in the household, for which criminal records are available.

HOUSEKEEPING

The PHA will obtain references from prior landlords for the previous 3 years to determine acceptable housekeeping standards.

CHAPTER 8

TRANSFER POLICY

The transferring of families is a very costly procedure, both to the PHA and to the families. However, it is the policy of the PHA to permit a resident to transfer within or between housing developments when it is necessary to comply with occupancy standards, or when it will help accomplish the Affirmative Housing goals of the PHA.

A. GENERAL STATEMENT

It is the Jefferson County Housing Authority's Policy that transfers will be made without regard to race, color, national origin, sex, religion, or familial status.

When a change in the circumstances in a tenant family requires another unit size, the family's move will depend upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the transfer list by date of occupancy.

Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. The good cause standard applicable to new admissions shall apply to transfers.

All transfers will be made from the transfer list based on date of initial occupancy (earliest date first for unit size).

B. TYPES OF TRANSFERS

MANDATORY:

Correct Occupancy Standards - determination will be made at re-certification time. Tenant will be notified of over or under housing and placed on the transfer list.

Permit repairs of unit defects hazardous to life, heath or safety.,

Permit a family that requires a unit with accessible features to occupy such a unit. (requests for medical transfers will be made to the manager, The resident shall provide the manager with the necessary documentation to substantiate the need for a medical transfer).

Mandatory transfers may take priority over new admissions based on the review of the Housing Authority's waiting list.

RESIDENT REQUESTED;

A resident may submit a written request to transfer for good cause such as:

Medical
Job area change
Loss of transportation for job
Children age difference of more than 4 years

Once good cause is determined and verified by the Housing Authority, the tenant will be placed on the transfer list.

Resident requested transfers may not take priority over new admissions,

C. PROCESSING TRANSFERS

Mandatory transfers waiting list will be administered by the Occupancy Manager Based on unit size and date of original occupancy.

Resident requested transfers will be based on request approval date and administered by the Occupancy Manager.

D. GOOD RECORD REQUIREMENT FOR TRANSFERS

In general, and in all cases of resident- requested transfers, residents will be considered for transfers only if they:

Have not engaged in criminal activity that threatens the health and safety of residents and staff.

Do not owe back rent or other charges, or evidence a pattern of late payments.

Meet reasonable housekeeping standards and have no housekeeping lease violations.

E. COST OF TRANSFERS

Residents shall bear the cost of transfers to correct standards, however, where there is a hardship due to health, disability or other factors, the manager may recommend that families be reimbursed their out of pocket expense for an occupancy standard transfer. (hardship must be documented) Transfers requested or required by the housing Authority will be paid for or made by the Housing Authority.

CHAPTER 9

LEASING

INTRODUCTION

It is the PHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations. This chapter describes pre-leasing activities and the PHA's Policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A. LEASE ORIENTATION

Upon execution of the lease the PHA representative will provide a lease orientation to the family head and spouse. The orientation may be conducted with more than one family,.

The family must attend an orientation before taking occupancy of the unit.

ORIENTATION AGENDA

When families attend the lease orientation, they will be provided with:

A copy of the Lease

A copy of the Rules & Regulations

A copy of all policies referred to in the lease

Topics to be discussed will include , but are not limited to:

Applicable deposits and other charges
Provisions of the Lease
Orientation to the community
Unit maintenance and work orders
Explanation of occupancy forms
Terms of occupancy
Pet Policy
Community Service Requirements

B. EXECUTION OF LEASE

The lease shall be executed by the head of household, spouse, and by an authorized representative of the PHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and the PHA will retain one in the tenant's file. The lease is incorporated into this policy by reference, The lease document will reflect current PHA policies as well as applicable Federal, State and Local Law.

The following provisions govern lease execution and amendments:

A lease is executed at the time of admission for all new tenants and also at recertification time.

A new lease is executed at the time of the transfer of a tenant from on PHA unit to another.

If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change.

Lease signers must be person legally eligible to execute contracts.,

The names and date of birth of all household members are listed on the lease at initial occupancy and on the application for continued occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit,

Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by the PHA which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.

Households that include a Live-In Attendant will contain file documentation that a Live-In Attendant is not a party to the lease and is not entitled to PHA assistance, with the exception of occupancy while serving as the attendant for the participant family member.

The PHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any

changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is ground for termination of tenancy.,

C. ADDITIONS TO THE LEASE

Requests for the addition of a new member of the household must be approved by the PHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, the PHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by the PHA will be added to the household.

Factors determining household additions:

Household additions subject to screening:

Resident plans to marry

Resident is awarded custody of a child over the age for which juvenile justice records are available

Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren)

A unit is occupied by a remaining family member(s) under age 18, and an adult who was not a member of the original household requests permission to take over as the head of household.

Factors determining household additions which are not subject to screening:

Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

Factors determining household additions which may be subject to screening, depending on HA discretion:

Children below the age under which juvenile justice records are made available, who are added through a kinship care arrangement are not exempt from the pre-screening process.

The HA will request that the public housing tenant provide the HA with a signed consent form from the parent(s) or legal guardian allowing the HA to check the juvenile records of the child. Sources to be checked may include any of the following:

School Records (attendance – behavior)

Juvenile Probation – Court Records

Police Records

In such cases where the addition of a new member who has not been born, married, or legally adopted into the family, and the addition will affect the bedroom size required by the family, according to the HA occupancy standards, the HA will not approve the addition.

The PHA will not approve adding a family consisting of more than one member to the lease.. Such applicants will be encouraged to apply to the waiting list.

Residents who fail to notify the PHA of additions to the household, or who permit persons to join the household without undergoing screening , are in violation of the lease Such person are considered to be unauthorized occupants by the PHA, and the entire household will be subject to eviction.

Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease., The tenant must notify the PHA of the move-out within ten (10) days of its occurrence.

These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.,

The PHA in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.

The resident may not allow visitors to stay overnight more than 90 days in a twelve month period,

The resident may not allow visitors to stay overnight more than fourteen (14) consecutive days in a twelve month period.

The manager may authorize overnight visitors provided the visit does not exceed fourteen (14) days.

The family must request PHA approval prior to visitors arriving who will be in the unit in excess of fourteen (14) days.

Visitors who remain beyond this period shall be considered trespassers, and their presence constitutes a breach of the lease.

If an individual other than a leaseholder is representing to an outside agency that they are residing in the lessee's unit, the person will be considered an unauthorized member of the household.

Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit,

Residents are not permitted to allow a former tenant of the PHA who has been Evicted to occupy the unit for any period of time.

Residents must advise the PHA when they will be absent from the unit for more than fourteen (14) days and provide a means for the PHA to contact the resident in the event of an emergency, Failure to advise the PHA of extended absences is grounds for termination of the lease.

D. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES

Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:

First - to a current occupant of another unit of the same development, or other public housing developments under the PHA's control, who has a disability that requires the special features of the vacant unit.

Second – to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

The PHA will require a non-disabled applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

E. UTILITY SERVICES

Tenants responsible for direct payment of utilities must abide by any and al regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

Non-payment of excess utility charge payments to the PHA is a violation of the lease and is grounds for eviction.

F. SECURITY DEPOSITS

SECURITY DEPOSIT

New tenants must pay a security deposit to the PHA at the time of admission.

The amount of the security and/or pet deposit required is specified in the lease.

The PHA may permit installment payments of security deposits when a new tenant demonstrates a financial hardship to the satisfaction of the PHA. However, no less than one-half of the required deposit must be paid before occupancy,

The remainder of the deposit must be paid within 30 days.

The PHA will hold the security deposit for the period of time the tenant occupies the unit.

The PHA will refund to the tenant the amount of the security deposit, less any amount needed to pay the cost of:

Unpaid Rent

Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;

Other charges under the lease.

The PHA will refund the Security Deposit less any amounts owed, within 30 days after move out and the tenant's notification of new address.

The PHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling units, or upon removal of the pet, or the owner from the unit.

The PHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The PHA will provide the tenant or designee identified above with a written list of any charges against the security or pet deposits. If the tenant disagrees with the amount charged to the security or pet deposits, the PHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the PHA. All keys to the unit must be returned to the Management upon vacating the unit.

The PHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit the PHA will refund the security deposit, less damages, and collect a new deposit, using the current information regarding Total Tenant Payment If applicable, the tenant will be informed of the new deposit amount . However, the new deposit will not be collected until the old deposit (if any) is refunded..

Pet Deposit

(see chapter on Pet Policy)

G. RENT PAYMENTS

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Tenant is to pay rent in advance on the first day of each month without demand,.

Rent payment may be made in the Management Office by cash, money order or person check. Should two personal checks be returned due to insufficient funds, tenant's rent payment can only be paid in cash or money order.

Tenant shall make all rental payment in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall the Housing Authority's acceptance of a partial payment constitute accord and satisfaction. Nor will the Housing Authority's acceptance of a partial payment forfeit Housing Authority's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. Any modification to this must be made in a letter signed by the Housing Authority, in which the Housing Authority states and agrees to the modification The Housing Authority may accept any partial payment check with any conditional endorsement without prejudice to his/her right to recover the balance remaining due, or to pursue any other remedy available under this lease.

RENT COLLECTION POLICY

Monthly rent shall be paid by the Tenant without demand by Management and shall be due and payable in advance on the first day of each month as stated in the Dwelling Lease Agreement. Payment of rent shall be made at the Authority's office located at 201 North Jefferson Street, Punxsutawney, Pa. 15767.

If Tenant fails to make payment of rent by the fifth (5th) day of the month the Authority will take the following action.

1. On the 6th day, the Housing Authority will serve Tenant with a Delinquent Rent Notice.

2. On the 6th day, should a Tenant have a balance of charges two months old, the Housing Authority shall serve the tenant with a "Notice of Termination of Lease" stating all reason(s) for termination, "Notice to Quit" and informing Tenant of his/her rights in accordance with the Authority's Grievance procedure.
3. If the rent is still unpaid at the end of the time period, the Authority will file a Landlord Tenant Complaint with the District Court. All filing charges will be charged to the Tenant's account.

Should the Authority receive a judgment at the hearing, the following action may be taken:

3. At the expiration of 10 days, the Authority may file an Execution for Possession.
4. At the expiration of 10 days, the Authority may file an Monetary Execution.

If the Authority files an Execution for Possession, the proper legal authority will serve notice to Tenant giving them 10 days to remove themselves from the premises. At the expiration of the time period and Tenant is still occupying the unit, the proper legal authority will ten remove Tenant from the premises, and the unit will be secured.

Should the Authority file a Monetary Execution, the proper legal authority will levy all personal property of Tenant permitted by law. The proper legal authority will then schedule a sale at which time all of Tenant's levied belongings liable to such a sale will be sold. The proceeds from the sale will be used to satisfy, in part or in whole, the amount of money due the Authority.

H. FEES AND NONPAYMENT PENALTIES

A charge of ten dollars ($10.00) will be assessed against the tenant for checks which are returned for non-sufficient funds (NSF), or checks written on a closed account,

The PHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account,

Any payment received will be applied to the oldest charges in the resident's account (with the exception of debts currently under a payment agreement)

I. SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and tenants upon requests.

J. MODIFICATIONS TO THE LEASE

Schedules of special charges and rules and regulations are subject to modification or revision. Tenants will be provided at least thirty days written notice of the reason(s) for any proposed modifications ,revisions, and they will be given an opportunity to present written comments, Comments will be taken into consideration before any proposed modifications or revisions become effective

A copy of such notice shall be posted in the Management office, and:

Hand delivered to the dwelling unit.,

Posted in conspicuous places within each development in which tenants affected By the modifications or revisions are located.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

K. CANCELLATION OF THE LEASE

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

L. INSPECTIONS OF PUBLIC HOUSING UNITS

INITIAL INSPECTIONS

The PHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit, A copy of the initial inspection, signed by the PHA and the tenant, will be kept in the tenant file.

Any adult member may sign the inspection form for the head of household.

VACATE INSPECTIONS

The PHA inspection department will access the vacate report prepared by housing management staff and will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The HA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit.,

The move-out inspection also assists the HA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

The resident is encouraged to participate in the move-out inspection.

ANNUAL INSPECTIONS

The PHA will inspect all units annually using HUD's UPS Standards as a guideline.

Residents who "fail" the inspection due to housekeeping or tenant caused damages will be given fifteen (15) days to correct noted items, Another inspection will be conducted.

Residents will be issued a copy of the inspection report with required corrections.

If necessary to bring the unit into UPS compliance, needed repairs will be completed by the HA. Though the work order procedure.

All inspections will include a check of all smoke alarms to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by the HA.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who are in violation of their lease due to repeated failed inspection will be scheduled for a lease violation conference.

QUALITY CONTROL INSPECTIONS

The occupancy/maintenance department will conduct periodic inspections to determine the condition of the unit and to identify problems or issues in which the PHA can be of service to the family,

The PHA inspection staff will conduct quality control inspections on 10% of units where repairs were made to vacant units generated by move-out inspections and occupied units generated by workorders.

The purpose of these quality control inspections is to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame,

SPECIAL INSPECTIONS

Maintenance staff may request the inspection staff to conduct a special inspection for housekeeping, unit condition, or suspected lease violation,

HUD representatives of local government officials may review PHA operations periodically and as a part of their monitoring may inspect a sampling of the PHA' inventory.

OTHER INSPECTIONS

The PHA inspector will periodically conduct visual walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations.

Playgrounds inspections are conducted monthly to determine playground safety.

Building exterior and grounds inspections are conducted at all public housing properties to determine hazardous conditions as well as to assist in budget preparation.

EMERGENCY INSPECTIONS

Housing management staff, including PHA inspectors may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a public housing site, In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see entry of premises notice in this chapter) Repairs are to be completed within 24 hours from the time the work order is issued.

Emergency Repairs to be completed in less than 24 hours.

The following items are to be considered emergency in nature and require immediate (less than 24 hours) response:

Lock-out (with proper identification of resident)

Broken lock which affects unit security

Broken window glass which affects unit security, is a cutting hazard, or occurs within inclement weather (to be secured or abated)

Escaping gas

Plumbing leaks which have the capacity to create flooding or cause damage to the unit

Natural gas leaks or smell of fumes

Backed-up sewage

Electrical hazard

Inoperable smoke detectors will be treated as a 24 hour emergency and will be made operable by the PHA if the smoke detector is in need or repair.

Residents who disengage smoke detectors for convenience purposes will be cited, (see "Housekeeping Citations" below)

ENTRY OF PREMISES NOTICES

The PHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day,

The PHA will provide the family with 48 hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

An adult family member must be present in the unit during the inspection or have a designated family member present.

No apartment will be entered if the resident is a pet owner, unless the resident or a designated family member is present.

If no person is at home, the inspector will enter the unit and conduct the inspection.

If no one is in the unit, the person(s) who enters the unit will leave a written notice to the resident explaining the reason the unit was entered and the date and time.

A written notice specifying the purpose for non-emergency entry into the unit will be delivered to the premises at least two (2) days before entry.

Where the HA is conducting regular annual examinations of its housing units, the family will receive reasonable advance notice of the inspection to allow the family to prepare and be able to pass the inspection.

Reasons the PHA will enter the unit are:

Inspections and maintenance

To make improvements and repairs

To show the premises for leasing

In cases of emergency

The family must call the HA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

The HA will reschedule the inspections no more than twice unless the resident has a verifiable medical reason which has hindered the inspection. The HA may request verification,

Repairs requested by the family will not require prior notice to the family,. Residents are notified in the lease that resident requested repairs presume permission for the HA to enter.

NON-INSPECTION EMERGENCY ENTRY

The PHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

FAMILY RESPONSIBILITY TO ALLOW INSPECTION

The HA must be allowed to inspect the unit at reasonable times with reasonable notice. Forty eight (48) hour written notice will be considered reasonable in all cases.

The resident is notified of the inspection appointment. The family must call the HA at least twenty four (24) hours before the inspection date to reschedule the inspection, if necessary.

The HA will reschedule the inspection no more than twice unless the resident has a verifiable medical reason which has hindered the inspection The HA may request verification.,

If the resident refuses to allow the inspection, the resident will be in violation of the lease and the HA will notify the family of its intended action,

If the resident refuses to allow the inspection, the resident will be in violation of the lease.

HOUSEKEEPING CITATIONS

Residents who “fail” and inspection due to housekeeping will be issued a Housekeeping Citation, and a reinspection will be conducted within twenty (20) working days by housing management staff.

If the family fails to comply with the reinspection it can result in lease termination.

Citations will be issued to residents who purposely and for convenience disengage the unit’s smoke detector.

Repeated citations will be considered a violation of the lease.

TENANT DAMAGES

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

“Beyond normal wear and tear” is defined as items which could be charged against the tenant’s security deposit under state law or court practice.

CHAPTER 10

PET POLICY

A. ENABLING REGULATIONS

Section 227 of the Housing and Urban Renewal Recovery Act of 1983 provides that no owner or manager of Federally assisted Rental Housing for the elderly may prohibit or prevent a Resident from owning or having a common household pet living in the Resident's dwelling unit.

Section 526 of the Quality Housing and Work Responsibility Act of 1998 (public law 105-276, 112 Stat 2461, 2568) (the Public Housing Reform Act of 1998) added new Section 31 Captioned Pet Ownership in Public Housing of the United States Housing Act of 1937 (42 U.S.C. 1437 z-3).

To this end the JEFFERSON COUNTY HOUSING AUTHORITY has adopted "Reasonable Pet Rules", these rules incorporate the various state and local lows governing pets that include inoculating, licensing, and restraint, and provide sufficient flexibility to protect the right and privileges of other residents who choose not to own pets.

In the event of an emergency or building evacuation it is the responsibility of the pet owner to remove the animal.

B. TYPE DWELLING UNITS PERMITTING PETS

Elderly dwelling units specifically designed and built for elderly. Persons living within these dwelling units are permitted pets according to the "Pet Policy and Rules".

PA 61-1	JEFFERSON STREET HIGH-RISE, PUNXSUTAWNEY, PA
PA 61-3	SUNRISE TERRACE, REYNOLDSVILLE, PA
PA 61-5	CASCADE VILLAGE, SYKESVILLE, PA
PA 61-8	SKYVIEW TERRACE, REYNOLDSVILLE, PA

Section 31 of the United States Housing Act of 1937 establishes pet ownership requirements for residents of Public Housing other than federally assisted rental housing for the elderly or persons with disabilities.

PA 61-2	BEYER AVENUE TERRACE, PUNXSUTAWNEY, PA
PA 61-4	BREEZEWAY TERRACE, REYNOLDSVILLE, PA
PA 61-7	FORESTVIEW TERRACE, REYNOLDSVILLE, PA
PA 61-15	CARES TERRACE, REYNOLDSVILLE, PA

C. TYPE OF PETS AND NUMBER PER UNIT

A common household pet is defined as being a cat, dog, goldfish, or tropical fish, and caged animals such as canary, parakeet, or lovebird, guinea pig, hamster, gerbil, and turtle, that traditionally are kept in the home for pleasure rather than for commercial purposes.

One type of pet to a unit will be permitted, i.e.: one cat or dog, one fish bowl or tank, one cage with no more than two birds or two guinea pigs, two hamster, two gerbil or two turtle.

D. REGULATION REQUIREMENTS PRIOR TO ADMISSION

All pets must be registered with Management before permission is granted. Registration must show type of pet, recent picture, name, age, and if applicable, license number, and current veterinarian, plus a signed responsibility form showing the names of three (3) persons to call to come get the pet in the event of the Resident's illness or death.

Residents will be refused pet registration if management determines the resident is unable to fulfill their past or future obligations as a pet owner, are unable to adhere to the terms of the lease, or house pet rules, the animal does not meet the definition of common household pet, or the temperament of the animal is considered dangerous.

A pet deposit in the amount of $100.00 for a cat or dog and $50.00 for a bird, caged animal, and fish will be required at signing of the pet lease amendment. The pet deposit will be used to cover costs of damages or fumigation as the result of the pet ownership. The pet deposit will be refunded minus extermination fees and, any applicable charges within thirty (30) days after the resident vacates the unit or the pet is permanently removed from the unit.

In the event the pet owner is incapacitated or is no longer available to care for the pet, the person designated on the responsibility form must remove the pet.

E. PET RESPONSIBILITY FORM

Prior to pet admission, the owner must submit the completed pet responsibility form showing name, address, and phone number of three (3) local persons who will come and get the pet in the event of tenant's illness, vacation, or death. The responsibility form must be renewed each year. Persons so named will be responsible in the order of their names on the responsibility form.

F. SECURITY DEPOSIT

The security deposit of $100.00 for a cat or dog and $50.00 for a bird, fish, or caged animal, as stated in “Section 4” will be held in deposit as part of the lease. Upon vacancy this will be refunded minus repairs or damage and fumigation incurred by the pet. Such deposit will be used for services related to flea removal as well as other damages.

Residents liability for damages caused by his/her pet is not limited to the amount of the pet deposit and the resident will be required to reimburse the Authority for the real coast of any and all damages caused by his/her pet where they exceed the amount of the pet deposit.

All units occupied by a dog or cat will be fumigated upon being vacated, the cost of which will be borne by the security deposit. Infestation of a unit by fleas carried by his/her pet shall be the responsibility of the pet owner.

G. INSURANCE

Liability Insurance will not be required. The resident may arrange for such insurance, if possible, for their own protection against liability from suit by another resident or building visitor in the event of an accident involving their pet, especially a cat or dog. Renter’s insurance is not extremely expensive, and the JEFFERSON COUNTY HOUSING AUTHORITY WILL REQUIRE A RENTER’S POLICY FROM ALL PET OWNERS.

H. DOG OWNER REQUIREMENTS

No dangerous or intimidating dogs are permitted, such as pit bull, rottweilers, or Doberman pinchers – these will definitely not be permitted.

Any dog must be no less than six (6) months old and completely housebroken.

Proof that the dog is already neutered or spayed must be furnished.

Each dog must be licensed by the proper Authority and proof of license renewal must be furnished each year by tenant.

Dog must wear a collar at all times showing license and owner’s name and address plus a flea collar.

Each year at recertification time resident must show proof the dog has had the proper shots for distemper and rabies. This proof must be signed by a veterinarian.

A dog cannot be over 18 inches tall at the top of the shoulder, or weigh over 25 pounds when it is considered full-grown. In the case of a six (6) month old dog, a statement from a veterinarian will be required verifying that normally that type of dog will not be over the size requirements, as listed when fully grown.

A dog must be on a leash at all times when outside of the owners apartment unless it is in an approved locked pet carrier. Dogs should be held and carried through the building even if on a leash.

Dogs may not be exercised or curbed on the property of the Jefferson County Housing Authority.

In case that a pet cannot wait and does deposit waste on Authority property, the owner must have a utensil such as a "pooper scooper" to use to remove any waste from his pet as soon as it is deposited on Authority property. The waste must then be placed in a plastic bag, sealed tightly, and disposed of as trash.

Pet owners must use the nearest accessible exit when taking their pet outside.

IMPORTANT: Only one pet is allowed in an elevator at time. (Pet owners will be permitted to use only the small elevator #1). If one pet is in the car when it stops at a floor, the pet owner must wait for the elevator to return without a pet.

No dogs may stay alone in an apartment overnight. It is the responsibility of the resident if they have to leave suddenly and be away overnight to take the pet elsewhere until they return.

I. CAT OWNER REQUIREMENTS

Cats must be no less than six (6) months old.

All cats must be litter trained before admission.

A full-grown cat cannot be over seven (7) inches tall at the shoulders nor weigh over ten (10) pounds.

Spayed or neutered documentation must be provided prior to pet admission.

State and/or local law inoculation documentation signed by the pet veterinarian must be provided prior to admitting the pet and annually thereafter. (Pet Registration Form)

Cats must wear a collar at all times showing the owner's name and address plus a cat flea collar.

Cats must be on a leash at all times when outside the owner's apartment, unless it is in an approved locked pet carrier.

Cats may not be exercised on Jefferson County Housing Authority property.

The pet owner is responsible to make sure the cat is not left alone in the apartment overnight, for any reason.

Resident must use an approved type cat litter box and clean it on a regular basis. Cat litter may not be flushed down the commode. Resident will be charged for commode unclogging and any additional damage resulting from this type of cat litter disposal.

Should your pet accidentally deposit waste either inside the building or on Jefferson County Housing Authority property, the waste must be cleaned up immediately. Pet owner is responsible for clean up, removal and proper disposal of pet waste from both inside the building and the Authority property.

Proper pet waste disposal involves gathering it up, placing the waste in a plastic trash bag, sealing very tightly, and placing it in the trash bin or chute.

J. BIRD OWNER REQUIREMENTS

No more than two (2) birds to a unit will be permitted. NO PARROTS.

Birds must be caged at all times.

The cage must be no larger than three (3) feet high and two (2) feet wide.

Cages must be cleaned daily and debris disposed of in a sealed plastic bag to be put in trash chute immediately.

Birds must be healthy and free of disease at all times.

If for any reason the bird or birds are suspected of being infested with mites, the tenant will be requested to immediately take the bird or birds to the veterinarian for his opinion. If mites are found, the resident will be responsible for, within five (5) working days, debugging the unit. If debugging does not work, extermination will be ordered by the Jefferson County Housing Authority, at the pet owner's expense.

Birds are not permitted to be left alone in an apartment unless arrangements for daily care have been made by owner.

K. FISH OWNER REQUIREMENTS

One fish tank only permitted to a unit no bigger than ten (10) gallon size. Fish tank must be kept cleaned. Wastewater from tank must be disposed of in the apartment toilet.

Fish may not be alone in the unit unless arrangement for daily care has been made by the owner.

Pet owner must be aware when cleaning or filling fish tanks that any water damage done to this apartment or apartments under him/her will be billed to the pet owner.

L. CAGED ANIMALS REQUIREMENT

No more than two (2) animals in a cage will be permitted.

Animals must be caged at all times.

Cages must be cleaned daily and debris disposed of in a sealed plastic bag to be disposed of immediately.

Animals must be healthy and free of disease at all times.

If for any reason the animal is suspected of being infested, the resident will be re1uested to immediately take the animal to the veterinarian for his opinion.

Animals are not permitted to be left alone in an apartment unless arrangements for daily care have been made by owner.

M. GENERAL POLICY FOR AUTHORIZED PETS

Only one pet is allowed in elevator at a time. If one pet is in the car when it stops at a floor, the pet owner must wait for the car to return without a pet.

Pets are not permitted on floors other than first or their own apartments. Pets shall not be permitted in any common areas within the building except when directly leaving or entering the building. Pets are not permitted in another apartment or the public areas, community room, laundry room, lounge, or office.

Any pet suffering illness must be taken within two (2) days to a veterinarian for diagnosis and treatment. The Housing Authority must, upon demand, be shown a statement from the veterinarian indicating the diagnosis. Any pet suspected of suffering symptoms of rabies or any other disease considered to be a health threat

must be immediately removed from the premises until signed evidence from a veterinarian can be produced to indicate the animal is not so afflicted.

Resident pet owner agree to control the noise of his/her pet such that it does not constitute a nuisance to other residents. Failure to control pet noise may result in the removal of the pet from the premises.

THE JEFFERSON COUNTY HOUSING AUTHORITY SHALL TAKE ALL NECESSARY ACTIONS UNDER THE LAW TO REMOVE ANY PET THAT CAUSES BODILY INJURY TO ANY RESIDENT, GUEST, VISITOR, OR STAFF MEMBER.

No pet shall be left unattended in ay unit for longer than 12 hours.

All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for his/her pet. Pets which appear to be poorly carted for or which are left unattended for longer than 12 hours will be reported to the Humane Society and will be removed from the premises at the pet owner's expense.

In the event of a tenants sudden illness the resident pet owner agrees that management shall have discretion with respect to the provision of care to the pet consistent with policy guidelines and at the expense of the resident pet owner unless written instruction with respect to such area are provided in advance by the resident to the project office and all care shall be at the resident's expense.

Unwillingness on the part of the named caretakers of a pet to assume custody of the pet shall relieve management of any requirement to adhere to any written instruction with respect to the care or disposal of a pet and shall be considered as authorization to management to exercise discretion in such regard consistent with policy guidelines.

Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets or are easily firhgt4ned by such animals. The resident, therefore agrees to exercise common sense and common courtesy with respect to such other resident's right to peaceful and quiet enjoyment of the premises.

Management may move to require the removal of a pet from the premises on a temporary or permanent basis for the following caused:

a. Creation of a nuisance after proper notification consistent with these Pet rules. Notice or action shall be taken or completed within a forty-eight (48) hour period.

b. Excessive pet noise or odor with proper notification.

c. Unruly or dangerous behavior.

d. Excessive damage to the resident's apartment unit.
e. Repeated problems with vermin or flea infestation.

f. Failure of the resident to provide for adequate care of his/her pet.

g. Leaving a pet unattended for more than twelve (12) hours.

h. Failure of the resident to provide adequate and appropriate vaccination of the pet.

i. Resident death and/or serious illness.

j. Failure to observe any other rule contained in this section and not listed here upon proper notification.

Residents shall not alter the interior of their units, or area to create an enclosure for an animal or bird.

Residents living on the first floor shall not have pets tied, or outside of the dwelling unit directly on the grounds of the Housing Authority.

A. REQUIRED UPDATE OF REGISTRATION

Each pet's registration must be updated once each year at the Resident's annual recertification process. Updated annual registration will include:

a. Verification that the pet's license is in effect and has been renewed for the current year.

b. The dog or cat inoculations that are required for such pet, that all shots are current.

c. Proof of any inoculations that are required for such pet, that all shots are current.

d. Proof of annual veterinary care.

At this time, the pet responsibility form will be reviewed with the resident to see that the three (3) persons listed are still correct and that there has been no change in either address or phone number.

B. VISITING PETS

Visiting pets are not permitted unless they are animals aiding the handicapped, i.e. seeing eye dogs, without specific written permission from the Housing Authority. If such written permission is granted, all rules of this Pet Policy will apply to the visiting pet while on the Housing Authority property.

C. PROTECTION OF THE PET

If the health or the safety of a pet is threatened by the death or incapacity of the resident or by other factors that render the resident unable to care for the pet, the Housing Authority will contact one of the three persons listed on the Pet Responsibility form. If none of these three responsible people are willing or able to care for the pet, or after reasonable efforts the Housing Authority has been unable to contact one of the three persons, the Housing Authority will contact the appropriate state or local agency and request removal of such pet. If there is no state or local agency authorized to remove a pet under these circumstances, the Housing Authority will enter the resident's unit, remove the pet, and place it in the animal rescue shelter.

Failure to abide by these regulations will cause the Housing Authority to arrange for removal and care of the pet as stated, with the cost for such care the full responsibility of the resident.

D. PET VIOLATIONS

Loose pets – If a pet gets loose and out of the resident's premises the resident, and not the Housing Authority, is responsible for damage and recapture. The resident will immediately clean up any waste and pay the cost of any damages incurred immediately upon presentation of the bill from the Housing Authority or another resident if they or their property is involved.

Notice of Pet Rule Violation – If the Housing Authority determines on the basis of objective facts, supported by written statements, the resident has violated a rule governing the keeping of pets, the Housing Authority will serve a notice to the resident of pet rule violation. The notice of pet rule violation will be in writing and will:

a. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.

b. State the resident has 10 (ten) days from the affective date of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation with the Housing Authority.

c. State that the tenant's failure to correct the violation, to request a meeting, or to appear at a grievance hearing, may result in initiation of such procedures to have the pet removed or to terminate the resident's tenancy, or both.

Notice for Pet Removal – If the Housing Authority determines the resident has failed to correct the pet rule violation, the Housing Authority may serve a notice to the resident requiring the resident to remove the pet. The notice will be in writing and will:

d. Contain a brief statement of the factual basis for the determination and the pet rule that has been violated.

e. State that the resident must remove the pet.

f. State that failure to remove the pet may result in initiation of procedures to have the pet removed or terminate the resident's tenancy or both.

A. UNIT INSPECTION

The Housing Authority's maintenance personnel will not be permitted to enter the premises housing a dog or cat unless the tenant is home and places the pet on a leash and is under control at all times while the maintenance personnel are in the unit. Any problems noticed at this inspection such as damages to the premises or odors will be rectified by repairs or extermination with ten (10) days of the inspection. If the resident has not arranged for repairs or extermination with such ten (10) day period, the Housing Authority will then make the necessary repairs or extermination at the resident's expense. These charges must be paid within thirty (30) days of invoice.

5 5 5 5

6 CHAPTER 11

RECERTIFICATIONS

INTRODUCTION

HUD requires the Jefferson County Housing Authority (PHA) recertify all families at least annually. At the annual recertification families must report their current household composition, income, deductions, and allowances. Between regular annual recertifications, HUD requires that families report all changes in household composition, but the PHA decides what other changes must be reported and the procedures for reporting them. This Chapter defines the PHA's policy for conducting annual recertifications. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

Residents who meet the following criteria will be eligible for continued occupancy:

Qualify as a family as defined in this policy;

Are in full compliance with the obligations and responsibilities described in the dwelling lease;

Whose family members, each have submitted their Social Security numbers or have certifications on file that they do not have a Social Security number;

Whose family members have submitted required citizenship/eligible immigration status/non-contending documents;

Whose family members have complied with their Community Service requirement(s).

B. ANNUAL RECERTIFICATIONS

The terms Annual Recertification and Annual Reexamination are synonymous.

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

For families who move in on the first of the month, the annual recertifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year).

For families who move in during the month, the annual recertifications will be completed no later than the first of the month in which the family moved in, the following year. (Example: If family moves in August 15, the effective date of the next annual recertification is August 1.)

When families move to another dwelling unit:

The annual recertification date will change.

REEXAMINATION NOTICE TO THE FAMILY

All families will be notified of their obligation to recertify. The notification shall be sent at least 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format. The PHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

METHODOLOGY. The PHA's method for conducting annual recertifications will be:

To schedule the specific date and time of appointments in the written notification to the family.

PERSONS WITH DISABILITIES

Persons with disabilities, who are unable to come to the PHA's office, will be granted an accommodation of conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

COLLECTION OF INFORMATION

The PHA representative will interview the family and enter the information provided by the family on the recertification form.

REQUIREMENTS TO ATTEND

The following family members will be required to attend the recertification interview and sign the application for continued occupancy:

The head of household

If the head of household is unable to attend the interview:

The appointment will be rescheduled.

The spouse may recertify for the family, provided that the head comes in within ten days to recertify.

FAILURE TO RESPOND TO NOTIFICATION TO RECERTIFY

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to 2 days prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the PHA, the PHA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the PHA will

Terminate tenancy for the family.

Exceptions to these policies may be made by the Executive Director if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

DOCUMENTS REQUIRED FROM THE FAMILY

In the notification letter to the family, the PHA will include instructions for the family to bring the following:

* Documentation of income for all family members
* Documentation of liquid and non-liquid assets
* Documentation to substantiate any deductions or allowances (medical, child care, utility)
* Personal Declaration Form completed by head of household
* Documentation of Community Service Requirement compliance
* Documentation of Pet Policy Requirement

VERIFICATION OF INFORMATION

All information, which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification

must be less than 90 days old. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

> The continued eligibility of the resident as a gamily or as the remaining member of a family;
>
> The unit size required by the family;
>
> The amount of rent the family should pay.

CHANGES IN THE TENANT RENT

If there is any change in rent, including change in family's choice in rent, the lease will be amended, or a Notice of Rent Adjustment will be issued. At the time of recertification, the tenant may elect to change his/her choice option.

TENANT RENT INCREASES

If tenant rent changes, a thirty-day notice will be mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date the tenant rent increase will be effective on the first of the second month following the thirty-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

TENANT RENT DECREASES

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the PHA.

If tenant rent decreases and the change occurred within a month prior to the recertification appointment, but the family did not report the change as an interim adjustment, the decrease will be effective on the recertification anniversary date.

If the tenant rent decreases and the tenant reported the change within a month prior to the annual recertification anniversary date or between the annual recertification anniversary date and the effective date of the annual recertification, the change will be treated as an

interim. The change will be effective the first of the following month that the family reported the change. If necessary, the HA will run another HUD 50058 as an annual recertification.

C. REPORTING INTERIM CHANGES

Families must report all changes in household composition to the PHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain PHA approval prior to all other additions to the household.

When there is a change in head of household or a new adult family member is added, the PHA will complete an application for continued occupancy and reverify, using the same procedures the PHA staff would use for an annual reexamination, except for effective dates of changes. In such case, the Interim Reexamination Policy would be used.

The annual reexamination date will not change as a result of this action.

The U. S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the PHA of the family member being added to the lease.

INTERIM REEXAMINATION POLICY

INCREASES IN INCOME TO BE REPORTED

Families must report all increases in income/assets of all household members to the PHA in writing within 10 calendar days of the occurrence.

INCREASES IN INCOME AND RENT ADJUSTMENTS

The PHA will process rent adjustments for all increases in income, which are reported between regularly scheduled recertifications.

Rent increases (except those due to misrepresentation) require 30 days notice.

DECREASES IN INCOME AND RENT ADJUSTMENTS

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions that would reduce the amount of the total tenant payment.

The PHA will process the rent adjustment unless the PHA confirms the decrease in income will last less than 60 calendar days.

The PHA will process rent adjustments whenever there is a decrease in income.

D. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The PHA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

Fraud;

Failure to participate in an economic self-sufficiency program;

Noncompliance with a work activities requirement.

However, the PHA will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits;

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

VERIFICATION BEFORE DENYING A REQUEST TO REDUCE RENT

The PHA will obtain written verification from the welfare agency stating the family's benefits have been reduced for fraud or noncompliance before denying the family's request for a rent reduction.

COOPERATION AGREEMENTS

The PHA and local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

E. OTHER INTERIM REPORTING ISSUES

A tenant conference will be scheduled for families with zero income every 30 days to determine if an interim reexamination is necessary.

In the following circumstances, the PHA may conduct the interim recertification by mail:

As a reasonable accommodation when requested.

Any changes reported by residents will be notated in the file by the staff person, and will be processed between regularly scheduled annual recertifications.

PHA ERRORS

If the PHA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

STANDARD FOR TIMELY REPORTING OF CHANGES

The PHA requires that families report interim changes to the PHA within ten working days of when the change occurs. Any information, document or signature needed from the family, which is needed to verify the change, must be provided within three working days of the changes.

∗An exception will be made for TNAF recipients who obtain employment. In such cases, families will have to report within ten days of receipt of the Notice of Action from TNAF that shows the full adjustment for employment income.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the PHA), it will be considered untimely reporting.

PROCEDURES WHEN THE CHANGE IS REPORTED IN A TIMELY MANNER

The PHA will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

> Increases in the Tenant Rent are effective on the first of the second month following at least thirty days' notice.
>
> Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported.

The change may be implemented based on documentation provided by the family, pending third-party written verification.

PROCEDURES WHEN THE CHANGE IS NOT REPORTED BY THE TENANT IN A TIMELY MANNER

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any underpaid rent, and may be required to sign a Repayment Agreement.

The PHA will not execute a payment agreement if the payback is so much that it will take the family longer than twelve months (12) to complete the agreement.

Decrease in Tenant Rent will be effective on the first of the month following completion of processing by the PHA and not retroactively.

PROCEDURES WHEN THE CHANGE IS NOT PROCESSED BY THE PHA IN A TIMELY MANNER

"Processed in a timely manner," means the change goes into effect on the date it should when the family reports the change in a timely manner.

Therefore, an increase will be effective after the required thirty-days' notice prior to the first of the month after completion of processing by the PHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

G. REPORTING OF CHANGES IN FAMILY COMPOSITION

The PHA must approve the members of the family residing in the unit. The family must inform the PHA and request approval of additional family members other than additions due to birth, adoption, marriage, court-awarded custody before the new member occupies the unit.

The PHA will not approve the addition of family members other than by birth, adoption, marriage or court-awarded custody where the occupancy standards would require a larger size unit.

All changes in family composition must be reported within ten (10) working days of the occurrence in writing.

If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head of household (or spouse) the member (who may be the head of household) removed is permanently absent.

The head of household must provide a statement the head of household (or spouse) will notify the PHA if the removed member returns to the household for a period longer that the visitor period allowed in the lease.

INCREASE IN FAMILY SIZE

The PHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

Addition by marriage/or marital-type relation.

Addition of a minor who is a member of the nuclear family who had been living elsewhere.

Addition of a PHA-approved live-in attendant.

Addition due to birth, adoption or court-awarded custody.

Families who need a larger sized unit because of voluntary additions will have lower priority on the Transfer List than other families who are required to change unit size.

If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

The PHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The PHA will evaluate absences from the unit in accordance with this policy.

ABSENCE OF ENTIRE FAMILY

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the PHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify the PHA before they move out of a unit in accordance with the lease and to give the PHA information about any family absence from the unit.

Families must notify the PHA if they are going to be absent from the unit for more than fifteen consecutive days. A person with a disability may request an extension of time as an accommodation.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the PHA may:

Conduct home visit

Write letters to the family at the unit

Post letters on exterior door

Telephone the family at the unit

Interview neighbors

Verify if utilities are in service

Check with Post Office for forwarding address

Contact emergency contact

If the entire family is absent from the unit, with out PHA permission, for more than thirty (30) consecutive days, the unit will be considered to be vacant and the PHA will terminate tenancy.

As a reasonable accommodation for a person with a disability, the PHA may approve an extension. (See Absence Due to Medical Reasons for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

If the absence, which resulted in termination of tenancy, was due to a person's disability, and the PHA can verify that the person was unable to notify the PHA in accordance with the lease provisions regarding absences, and if a suitable unit is available, the PHA may reinstate the family as an accommodation if requested by the family.

ABSENCE OF ANY MEMBER

Any member of the household will be considered permanently absent if she/he is away from the unit for three (3) consecutive months except as otherwise provided in this Chapter.

ABSENCE DUE TO MEDICAL REASONS

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than ninety (90) consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remains current.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the PHA's "Absence of Entire Family" policy.

ABSENCE DUE TO INCARCERATION

If the sole member is incarcerated for more than ninety (90) consecutive days, she/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if she/he is incarcerated for ninety (90) consecutive days. The rent and other charges must remain current during this period.

The PHA will determine if the reason for incarceration is for drug-related or criminal activity that would threaten the health, safety, and right to peaceful enjoyment of the dwelling unit by other residents.

FOSTER CARE AND ABSENCES OF CHILDREN

If the family includes a child or children temporarily absent from the home due to placement in foster care, the HA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than twelve (12) months from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the PHA's occupancy guidelines.

ABSENCE OF ADULT

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat that adult as a visitor for the first thirty (30) calendar days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability Criteria, the lease will be transferred to the caretaker.

If the court has not awarded custody or legal guardianship, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.

The PHA will transfer the lease to the caretaker, in the absence of a court order, if the caretaker qualifies under the Tenant Suitability criteria and has been in the unit for more than sixty (60) days and it is reasonable to expect that custody will be granted.

When the PHA approves a person to reside in the unit as caretaker for the child (ren), the income of the caretaker should be counted pending a final disposition. The PHA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than ninety (90) days, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home will be treated in the following manner:

A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will no be included for determination of unit size.

VISITORS (SEE CHAPTER ON LEASING)

Any adult not included on the HUD 50058 who has been in the unit more than fourteen consecutive days, or a total of fifteen cumulative days in the month will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification the visitor is an unauthorized household member.

Statements from neighbors and/or PHA staff will be considered in making the determination.

The PHA will consider:

Statements from neighbors and /or PHA staff

Vehicle license plate verification

Post Office records

Driver's license verification

Law enforcement reports

Credit reports

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the PHA will terminate the family's lease since prior approval was not requested for the addition.

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 ninety days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 150 days per year, the minor will be considered to be an eligible visitor and not a family member.

If both parents reside in Public Housing, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

H. REMAINING MEMBER OF TENANT FAMILY-RETENTION OF UNIT

To be considered the remaining member of the tenant family, the person must have been previously approved by the PHA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

The minor must be legally married; or

The PHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a transfer to an appropriate unit size per the Occupancy Standards.

I. CHANGES IN UNT SIZE

The PHA shall grant exceptions from the occupancy standards if the family requests and the PHA determine the exceptions are justified according to this policy.

The PHA will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage or court-awarded custody.

The PHA will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested.

When an approvable change in the circumstances in a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List. (Reference chapter on Occupancy Standards)

J. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Non-citizens Rule, "Mixed" families are families that include at least on citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19,1995, shall continue receiving full assistance if they meet the following criteria:

The head of household, co-head, or spouse is a U. S. citizen or has eligible immigrant status; AND

The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head, or spouse.

Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance (See Chapter titled "Factors Related to Total Tenant Payment Determination"). The PHA may no longer offer temporary deferral of termination (See Chapter on" Lease Terminations").

CHAPTER 12

LEASE TERMINATIONS

The PHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations (24CFR966.4(1)(2), and the terms of the lease. This Chapter describes the PHA's policies for notification of lease termination and provisions of the lease.

A. TERMINATION BY TENANT

The tenant may terminate the lease by providing the PHA with a written fifteen day advance notice as defined in the lease agreement.

B. TERMINATION BY PHA

The public housing lease is automatically renewable, EXCEPT the public housing lease shall have a 12-month term for Community Service and will not be renewed in the case of noncompliance with the Community Service requirements. (see chapter 15 for Community Service)

The lease may be terminated by the PHA at any time by giving written notice for serious or repeated violation of material terms of the lease, (such as, but not limited to the following:)

Nonpayment of rent or other charges due under the Lease;

Failure to provide timely and accurate statements of income, assets, expenses, and family composition at Admission, Interim Rent Adjustments, Annual Rent Recertifications, and Knowingly providing false information;

Assignment or subleasing of the premises or providing accommocation for boarders or lodgers;

Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in the Lease, or permitting its use for any other purposes;

Failure to abide by necessary and reasonable rules made by the Housing Authority for the benefit and well being of the Housing development and the Tenants;

Failure to abide by applicable building and housing codes materially affecting health or safety;

Failure to dispose of garbage, waste, and rubbish in a safe and sanitary manner;

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment, including elevators, in a safe manner;

Acts of destruction, defacement, or removal of any part of the premises, or failure to cause guests to refrain from such acts;

Failure to pay reasonable charges(other than for normal wear and tear) for the repair of damages to the premises buildings, facilities, equipment, or common areas; or

The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, ***on or off*** public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U. S. C. 802)).

If contraband or a controlled substance is seized on the above premises, incidental to a lawful search or arrest, the Housing Authority will be notified by the County Attorney's Office that it is to bring an unlawful detainer action against that Tenant. The Housing Authority will then commence unlawful detainer procedures to terminate the Lease.

Alcohol abuse that the Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Non-compliance with Non-Citizen Rule requirements.

Other good cause.

C. NOTIFICATION REQUIREMENTS

The PHA's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it willl offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter on Complaints, Grievances, and Hearings.)

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household or sent by first class mail properly addressed to tenant return receipt requested.

The return of the certified mail receipt, whether signed or unsigned, shall be considered to be proof that the resident received proper notification.

The notice shall contain a statement describing the resident's right to meet with the manager to determine whether a reasonable accommodation would eliminate the need for a lease termination.

TIMING OF THE NOTICE

If the PHA terminates the lease, written notice will be given as follows:

> At least ten (10) calendar days prior to termination in the case of failure to pay rent;
>
> A reasonable time, according to State Law, considering the seriousness of the situation when the health or safety of other residents or PHA employees is threatened;
>
> At least fifteen days prior to termination in all other cases.

The PHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related activity.

CRIMINAL ACTIVITY

The PHA will immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine of the premises of the Assisted housing development in violation of any Federal or State Law. "Premises" is defined as the building or complex in which the dwelling unit is located including common areas and grounds.

The PHA will terminate assistance of participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

"Engaged in or engaging in or recent history of" drug related criminal activity means any act within the past three (3) years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

“Engaged in or engaging in or recent history of” criminal activity means any act within the past three (3) years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the PHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

In evaluating evidence of negative behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

The PHA may permit continued occupancy provided the family accepts imposed conditions that the involved family member(s) does not reside in the unit. The PHA will consider evidence that the person is no longer in the household such as a (divorce decree/incarceration/death/copy of a new lease for the person including the owner’s telephone number and address/or other substantiating evidence).

D. RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by the PHA, and shall contain the following information:

Name of resident, number and identification of unit occupied;

Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;

Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail (other than the Criminal History Report);

Date and method of notifying the resident;

Summaries of any conferences held with the resident including dates names of conference participants, and conclusions.

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a “mixed” family chooses not to accept proration of assistance, were eligible for temporary deferral of termination of assistance to permit the family additional time for transition to affordable housing.

Deferrals may have been granted for intervals not to exceed sin (6) months, up to an aggregate maximum of three (3) years for deferrals granted prior to November 29, 1996.

However, due to the timeframe applicable to the deferral period, current families are no longer eligible for deferral of termination of assistance.

Families will be notified in writing as least sixty (60) days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

> Granting another deferral will result in an aggregate deferral period of longer that the statutory maximum (three years for deferrals granted before November 29, 1996; 18 months for deferrals granted after November 29, 1996), or
>
> A determination has been made that other affordable housing is available.

If the PHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

CHAPTER 13

COMPLAINTS, GRIEVANCES, AND APPEALS

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies to be used when families disagree with a PHA decision. It is the policy of the PHA too ensure that all families have the benefit of all protections due to them under the law.

Grievances shall be handled in accordance with the PHA's approved Grievance Procedures. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

A. COMPLAINTS

The JEFFERSON COUNTY HOUSING AUTHORITY will respond promptly to all complaints.

Each complaint regarding physical condition of the units may be reported by phone to the Housing Authority Management Office. Anonymous complaints are checked whenever possible. The Housing Authority does require that complaints be put in writing.

Complaints from Families—If a family disagrees with an action or inaction of the Housing Authority, complaints will be referred to the Executive Director. Complaints regarding physical condition of the units may be reported by phone to the Occupancy Department.

Complaints from Staff—If a staff person reports a family is violating or has violated a lease provision or is not complying with program rules, the complaints will be referred to the Occupancy Department.

Complaints from the General Public—Complaints or referrals from persons in the community in regard to the Housing Authority or a family will be referred to the Executive Director.

Anonymous complaints will be checked whenever possible.

B. APPEALS BY APPLICANTS

Applicants who are determined ineligible, who do not meet the Housing Authority's admission standards, or where the Housing Authority does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination.

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing.

Applicants must submit their request for an informal hearing in writing to the Housing Authority within five (5) working days from the date of the notification of their ineligibility.

If the applicant requests an informal hearing, the Housing Authority will provide an informal hearing within ten (10) days of receiving the request. The Housing Authority will notify the applicant of the place, date, and time.

Informal hearings will be conducted by an impartial hearing officer. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility.

The applicant may bring to the hearing any documentation or evidence she/he wishes and the evidence along with the data compiled by the Housing Authority will be considered by the hearing officer.

The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within (10) working days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

C. APPEALS BY TENANTS

Grievances or appeals concerning the obligations of the tenant or the Housing Authority under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of the Housing Authority, which is in effect at the time such grievance or appeal arises.

D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

Assistance to the family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family member claims to be an eligible immigrant and the INS SAVE System and manual search do not verify the claim, the PHA notifies the applicant or tenant within ten (10) days of their right to appeal to the INS within thirty (30) days or to request an informal hearing with the PHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INA, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request and appeal may be extended by the PHA for good cause.

The request for a PHA hearing must be made within fourteen (14) days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen (14) days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in the PHA's Grievance Procedures Policy for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are not other eligible family members the PHA will:

Deny the applicant family.

Defer termination if the family is a participant and qualifies for deferral.

Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

CHAPTER 14

FAMILY DEBTS TO THE JEFFERSON COUNTY HOUSING AUTHORITY

This Chapter describes the PHA's policies for the recovery of monies which have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

When families owe money to the PHA , the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to:

Requests for lump sum payments

Payment agreements

Collection agencies

Credit bureaus

A. PAYMENT AGREEMENT FOR FAMILIES

A payment Agreement as used in this Plan is a document enter into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

The maximum length of time the PHA will enter into a payment agreement with a family is twelve months.

The PHA will use a sliding scale system to determine the monthly payment. (amount owed divided by 12 equals monthly payment)

LATE PAYMENTS

A payment will be considered to be in arrears if:

The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, the PHA will:

Require the family to pay the balance in full;

Terminate tenancy

If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears:

The family will be required to pay the balance in full prior to the unit transfer.

There are some circumstances in which the PHA will not enter into a payment agreement. They are:

If the family already has a payment agreement in place.

If the PHA determines that the family has committed program fraud.

If the PHA determines that the debt, due to fraud or failure to report income, is so large that it would take more than 12 months to repay.

GUIDELINES FOR PAYMENT AGREEMENTS

Payment agreements will be executed between the PHA and the head of household.

No transfer will be approved until the debt is paid in full unless the transfer is the result of the following causes, and the payment is current:

Family size exceeds the maximum occupancy guidelines

A natural disaster

ADDITIONAL MONIES OWED

If the family has a payment agreement in place and incurs an additional debt to the PHA:

The PHA will not enter into more than one payment agreement at a time with the same family.

B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

FAMILY ERROR/LATE REPORTING

Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Section of this Chapter.

PROGRAM FRAUD

Families who owe money to the PHA due to program fraud will be required to repay in accordance with the guidelines in Section A of this Chapter.

If a family owes an amount that equals or exceeds $5,000 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the PHA will refer the case for criminal prosecution.

PAYMENT PROCEDURES FOR PROGRAM FRAUD

Families who commit program fraud (or untimely reporting of increases in income) will be subject to the following procedures:

The maximum time period for payment agreement will be twelve months.

The minimum monthly payment will be $25.00.

The amount of the monthly payment will be determined in accordance with the family's current income.

C. WRITING OFF DEBTS

Debts will be written off if:

The debtor's whereabouts are unknown.

A determination is made that the debtor is judgment proof.

The debtor is deceased.

The debtor is confined to an institution indefinitely or for more than one year.

CHAPTER 15

COMMUNITY SERVICE

A. REQUIREMENT

It is the policy of the Jefferson County Housing Authority that all residents not Identified as being exempt are required as a condition of their continued occupancy in public housing managed by the Authority, to perform 8 hours of community service and/or participate in 8 hours of self-sufficiency program per month. The lease used by the Authority has been modified to include this provision. The lease will be automatically renewable except for non-compliance with the community service requirement. Failure to perform the required community service and/or participate in a self-sufficiency program can result in non-renewal of the lease and eviction, within the provisions of the QHWRA Act. It is also the policy of the Jefferson County Housing Authority to allow a family determined to be in non-compliance with the community service provision to cure the non-compliance through a written agreement with the Housing Authority.

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)
2. Participate in an economic self-sufficiency program.
3. Or, perform eight hours per month of combined activities as Previously described unless they are exempt from this requirement.

B. EXEMPTIONS

The following adult family members of tenant families are exempt from this Requirement:

4. Family members who are 62 or older.
5. Family members who are blind or disabled as defined under 216 (I) (1) Of 1614 of the Social Security Act (42 USC 416 (I) (1) and who certify that because of this disability she/he is unable to comply with the community service requirement.
6. Family members who are the primary care giver for someone who is Blind or disabled as set forth in paragraph 2 above.
7. Family members engaged in work activity.

8. 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.
9. 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 the program.

C. DEFINITIONS

COMMUNITY SERVICE - Volunteer work which includes, but is not limited to:

Work at a local institution including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding programs, cooperative food bank, etc.

Work at the Authority to help improve physical conditions;

Work at the Authority to help with children's programs;

Work at the Authority to help with senior programs;

Helping neighborhood groups with special projects;

Working through resident organization to help other residents with problems, serving as an officer in a Resident Organization, serving on the Resident Advisory Board,; and

Caring for the children of other residents so they may volunteer.

NOTE; political activity is excluded.

SELF-SUFFICIENCY ACTIVITIES - activities that include, but are not limited to:

Job readiness programs;

Job training programs;

GED classes:

Substance abuses or mental health counseling;

English proficiency or literacy (reading) classes;

Apprenticeships;

Budgeting and credit counseling;

Any kind of class that helps a person toward economic independence; and

Full time student status at any school, college or vocational school.

EXEMPT ADULT - an adult member of the family who:

Is 62 years of age or older;

Has a disability that prevents him/her from being gainfully employed;

Is the caretaker of a disabled person;

Is working at least 20 hours per week; or

Is participating in a welfare to work program.

D. NOTIFICATION OF THE REQUIREMENT

The Jefferson County Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

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

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after April 1, 2001. 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 advice 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.

E. REQUIREMENT OF THE PROGRAM

10. The eight (8) hours per month may be either volunteer work or self sufficiency program activity, or a combination of the two

11. At least eight (8) hours of activity must be performed each month, an individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration,. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.

12. Activities must be performed within the jurisdictional area of the Authority.

13. Family obligations:

At lease execution or re-examination after February l, 2000, all adult Members (18 or older) of a public housing resident family must:

Provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and

Sign a certification that they have received and read this policy and understand that if they are not exempt failure to comply with the Community Service requirement will result in nonrenewal of their lease.

At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.

If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.

14. Change in exempt status:

If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.

If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

F. 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, work fare, financial or household management, apprenticeship and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Jefferson County Housing Authority has identified a list of volunteer community service agencies you may wish to contact:

Community Action Incorporated
Retired Senior Volunteer Program (RSVP)
Head Start Program
Salvation Army
Red Cross
Even Start
Area Agencies on Aging
Community Center
Mulberry Square

Together with the resident advisory councils, the Housing Authority may create Volunteer positions such as hall monitoring, grounds monitoring, and collecting and recording volunteer data.

G. THE PROCESS

At the first annual reexamination on or after April 1, 2001 and each annual reexamination thereafter, the Jefferson County Housing Authority will do the following:

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

16. Provide a volunteer time sheet to the family member. Instruction for The time sheet require the individual to complete the form and have a Supervisor date and sign for each period of work.
17. Assign family members to a volunteer coordinator who will assist the Family members in identifying appropriate volunteer positions and in Meeting their responsibilities. The volunteer coordinator will tract the family as needed to best encourage compliance.
18. Thirty (30) days before the family's next lease anniversary date the Volunteer coordinator will advise the Jefferson County Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

H. NOTIFICATION OF NON-COMPLIANCE

The Jefferson County Housing Authority will notify any family found to be in Non-compliance of the following:

19. The family member(s) has been determined to be in non-compliance
20. That the determination is subject to the grievance procedure; and
21. Unless the family member(s) enter into an agreement to comply, The lease will not be renewed or will be terminated.

I. OPPORTUNITY FOR CURE

The Jefferson County Housing Authority 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 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 goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

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 Jefferson County Housing Authority shall take action to terminate the lease.

J. PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the service requirement, the Jefferson County Housing Authority 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.

CHAPTER 16

GLOSSARY

I. TERMS USED IN DETERMINING RENT

ANNUAL INCOME (24 CFR 5.609)

Annual income is the anticipated total income from all sources. This includes the net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member for the 12 month period following the effective date of initial determination or reexamination of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that is specifically excluded by other federal statute. Annual income includes:

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

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

Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of real or personal property is permitted. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family.

Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

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.

NOTE: Treatment of lump sum payments for delayed or deferred periodic payment of Social Security or SSI benefits is dealt with later in this section.

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b)(6) contains rules applicable to “as-paid” States).

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

All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).

EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)

Annual income does not include the following:

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

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).

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.

Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.

Income of a live-in aide, provided the person meets the definition of a live-in aide.

The full amount of student financial assistance paid directly to the student or to the educational institution.

The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

Amounts received under training programs funded by HUD (e.g. Step-up program); excludes stipends, wages, transportation payments and childcare vouchers for the duration of the training.

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).

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.

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 PHA 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 initiatives coordination. No resident may receive more than one such stipend during the same period of time.

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of 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.

Temporary, nonrecurring or sporadic income (including gifts).

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. (For all initial determinations and reexaminations of income on or after April 23, 1993).

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

Adoption assistance payments in excess of $480 per adopted Child.

The earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:

> Comparable Federal, State or local law means a program providing employment training and supportive services that--
> (1) Is authorized by a Federal, State or local law;
> (2) Is funded by the Federal, State or local government;
> (3) Is operated or administered by a public agency; and
> (4) Has as its objective to assist participants in acquiring employment skills.

Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

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

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

Amounts paid by a State agency to a family with a 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.

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.

The following benefits are excluded by other Federal Statute as of August 3, 1933:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977.

Payments to volunteers under the Domestic Volunteer Service Act of 1973. Examples of programs under this Act include but are not limited to:

- The Retired Senior Volunteer Program (RSVP)
- Foster Grandparent Program (FGP)
- Senior companion Program (SCP)
- Older American committee Service Program

National Volunteer Antipoverty Programs such as:

- VISTA
- Peace Corps
- Service Learning Program
- Special Volunteer Programs

Small Business Administration Programs such as:
National Volunteer Program to assist Small Business
Service Corps of Retired Executives

Payments received under the Alaska Native Claims Settlement Act [43 USC 1626(a)].
Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes [25 USC 459(e)].

Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program [42 USC 8624(f)].

Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552(b)].

Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub.L. 94-540).

The first $2,000 of per capita shares received from judgment funds awarded by the Indian claims commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.

Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087uu] Examples; Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College work-study, and Byrd Scholarships.

Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]. Examples include Senior community Services Employment Program, National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability Litigation.

The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990. (42 USC 9858q)

Earned income tax credit refund payments received on or after January 1, 1991. [26 USC 32 (j)]

Living allowances under AmeriCorps Program (Nelson Diaz Memo to George Latimer 11/15/94).

ADJUSTED INCOME

Annual income, less allowable HUD deductions.

Note: Under the Continuing Resolution, PHAs are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.

All families are eligible for the following:

Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is computed. Childcare expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.

Dependent Deduction: An exemption of $480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

Handicapped Expense: A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped fam8ily members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually handicapped, and equipment added to cars and vans to permit use by the handicapped or disabled family member.

For non-elderly families and elderly families without medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

For elderly families with medical expense: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

For elderly and disabled families only:

Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities, insurance premiums (including cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, then medical expenses are added.

Elderly/disabled Household Exemption: An exemption of $400 per household.

II. GLOSSARY OF HOUSING TERMS

ACCESSIBLE DWELLING TERMS. When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is “accessible” within the meaning of this paragraph.

ACCESSIBLE FACILITY. All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

ACCESSIBLE ROUTE. For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

ADAPTABILITY. Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.

ADMISSION. Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

ALLOCATION PLAN. The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD approved allowances.

APPLICANT (or applicant family). A family that has applied for admission to a program but is not yet a participant in the program.

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (see Net Family Assets)

AUXILIARY AIDS. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

CEILING RENT. An amount that reflects the reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve. The family pays the lower of the ceiling rent or the formula tenant rent.

CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. A family may have Co-head or Spouse, but not both. A Co-head never qualifies as a dependent.

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or handicapped person, or is a full-time student 18 years of age or older.

DESIGNATED FAMILY. The category of family for whom the PHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. (24 CFR 945.105)

DISABILITY ASSISTANCE EXPENSE. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

DISABLED PERSON. A person who is any of the following:

A person who has a disability as defined in section 223 of the Social Security Act. (42 USC 423).

A person who has a physical, mental, or emotional impairment that:

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

Substantially impedes his or her ability to live independently; &

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

A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC 6001(7)].

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

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

DOMICILE. The legal residence of the household head or spouse as determined in accordance with state and local law.

DRUG-RELATED CRIMINAL ACTIVITY. Term means:

Drug-trafficking; or

Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 USC 802)).

DRUG TRAFFICKING. The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 USC 802)).

ELDERLY FAMILY. A family whose head or spouse, or whose sole member, is at lease 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with another person who is determined to be essential to his/her care and will being.

ELDERLY PERSON. A person who is at lease 62 years old.

ELIGIBLE FAMILY. A family is defined by the PHA in the Admission and continued Occupancy Plan.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined inn Part 889 which exceeded 25% of the Annual Income. It is no longer used.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly families only in excess of 3% of annual income which are not reimbursable from any other source.

EXTREMELY LOW-INCOME FAMILY. A family whose income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.
FAMILY. The applicant must qualify as a family as defined by the PHA.

FAMILY OF VETERAN OR SERVICEPERSON. A family is a "family of veteran or serviceperson when:

The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless he/she was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support he/she is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that he/she was a family member at the time of hospitalization and there remain in the family at lease two related persons.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the state, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is attending school or vocational training on a full-time basis.

HANDICAPPED ASSISTANCE EXPENSES. Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members which enable a family member (including the handicapped family member) to work.

HANDICAPPED PERSON. (Referred to as a person with a disability). A person having a physical or mental impairment which:

Is expected to be of long-continued and indefinite duration;
Substantially impedes his or her ability to live independently; and

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

HEAD OF HOUSEHOLD. The person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian Housing Authority (IHA). (PHA and HA mean the same thing).

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 programs.

HOUSING ASSISTANCE PLAN. A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.
A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the Public Housing and Section 8 programs.

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

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

HURRA. The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years proceeding examination or reexamination.

IMPUTED INCOME. HUD passbook rate times the total cash value of assets, when assets exceed $5,000.

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INCOME TARGETING. The HUD admissions requirement that HAs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

INDIAN. Any person recognized as an Indian or Alaska Native by an Indian tribe, the federal government, or any state.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either:

By exercise of the power of self-government of an Indian Tribe, independent of state law or

By operation of State law providing specifically for housing authorities for Indians.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reductions payments made to mortgages of Section 236 projects and front-end loan discounts paid on BMIR projects.

INVOLUNTARILY DISPLACED PERSON. Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.

LANDLORD. Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

LEASE. A written agreement between an owner and an eligible family for the leasing of a housing unit.

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who:

Is determined to be essential to the care and well-being of the person

Is not obligated for the support of the person

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

LOCAL PREFERENCE. A preference used by the PHA to select among applicants families without regard to their date and time of application.

LOW-INCOME FAMILY. 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. For admission to the certificate program, HUD may establish income

limits higher or lower than 80% of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total medical expenses anticipated during the period for which annual income is computed, and which are not covered by insurance. (Only elderly families qualify). The allowances are applied when medical expenses exceed 3% of annual income.

MINIMUM RENT. An amount established by the PHA between zero and $50.00.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MONTHLY ADJUSTED INCOME. 1/12 of the annual income after allowances.

MONTHLY INCOME. 1/12 of the annual income before allowances.

NEAR-ELDERLY FAMILY. A family whose head, spouse, or sole member is at lease 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

NET FAMILY ASSETS. The net cash value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

OCCUPANCY STANDARDS. (Now referred to as subsidy standards). Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

PARTICIPANT. A family that has been admitted to the PHA program, and is currently assisted in the program.

PREMISES. The building or complex in which the dwelling unit is located including common areas and grounds.

PUBLIC ASSISTANCE. Welfare or other payments to families or individual, based on need, which are made under programs funded, separately or jointly, by Federal, State, or local governments.

PUBLIC HOUSING AGENCY (PHA). A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term PHA includes an Indian Housing Authority (IHA). ("PHA" and "HA" mean the same thing).

QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998. The act which amended the US Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's public housing and section 8 assistance programs.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RESPONSIBLE ENTITY. For the public housing, section 8 tenant based assistance, project based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

SECRETARY. The secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to state or local law.

SERVICEPERSON. A person in the active military or navel service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone who is not disabled, elderly, displaced, or the remaining member of a tenant family.

SPOUSE. The marriage partner of the head of the household.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association which receives the benefit of subsidy in the form of:

> Below market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;

A Public Housing Project.

SUBSIDY STANDARDS. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions

TENANT. (Synonymous with resident) The person or persons who executes the lease as lessee of the dwelling unit.

TENANT RENT. The amount payable monthly by the family as rent to the PHA.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT/HOUSING UNIT. Residential space for the private use of a family. The size of the unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

UTILITY REIMBURSEMENT PAYMENT. The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. The term is no longer used.

VERY LOW INCOME FAMILY. A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

VETERAN. A person who has served in the active military or naval service of the United States any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

WELFARE ASSISTANCE. Welfare or other payments to families or individuals based on need, that are made under programs funded, separately or jointly, by federal, state, or local governments.

III. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

HA. A Housing Authority – either a public housing authority or an Indian housing authority or both.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

INS. The U.S. Immigration and Naturalization Service.

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

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.

NONCITIZEN. A person who is neither a citizen nor nation of the United States.

PHA. A Housing Authority who operates public housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SPOUSE. Spouse refers to marriage partner, either a husband or a wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

CHAPTER 17

PROGRAM INTEGRITY ADDENDUM

The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that 12% of all HUD assisted families are either totally ineligible, or are receiving benefits that exceed their legal entitlement. The PHA is committed to assure that the proper level of benefits is paid to all tenants and that housing is committed to assure that the proper level of benefits is paid to all tenants and that housing resources reach only income-eligible families so that program integrity can be maintained.

The PHA will take all steps necessary to prevent fraud, waste and mismanagement, so that program resources are utilized judiciously.

This chapter outlines the PHA's policies for the prevention, detection and investigation of program abuse and tenant fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the PHA undertake an inquiry or an audit of a tenant family arbitrarily. The PHA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. The PHA staff Will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has a responsibility to HUD, to the community and to eligible families in need of housing assistance, to monitor tenants' lease obligations for compliance and when indicators of possible abuse come to the PHA's attention, to investigate such claims.

The PHA will initiate an investigation of a tenant family only in the event of one or more of the following circumstances:

Referrals, Complaints or Tips - The PHA will follow up on referrals from other agencies, companies or person which are received by mail, by telephone or in person, which allege that a tenant family is in non-compliance with or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the tenant file.

Internal File Review - A follow-up will be made if PHA staff discovers (as a function of a (re) certification, an interim redetermination or a quality

control review) information or facts, which conflict with previous, file data, the PHA's knowledge of the family or is discrepant with statements made by the family.

Verification or Documentation – A follow-up will be made if the PHA Receives independent verification or documentation which conflicts with representations in the tenant file (such as public record information or credit bureau reports, reports from other agencies.

B. STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE&FRAUD

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance and willful violations of program rules by applicants and tenant families. This policy objective is to establish confidence and trust in management by emphasizing education as the primary means to obtain compliance by tenant families.

Things You Should Know - This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote Rules, and to clarify the PHA's expectations for cooperation and compliance.

Program Orientation Session - Mandatory orientation sessions will be conducted by the site manager for all prospective tenants either prior to or upon execution of the lease. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Lease-up Check-list" to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling – The PHA will routinely provide tenant counseling as part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and explanation of Forms – Staff will explain all required forms and review The contents of all (re) certification documents prior to signature.

Use of Instructive Signs and Warnings - Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

Tenant Certification – All family representatives will be required to sign a "Tenant Certification" form, as contained in HUD's Tenant Integrity Program Manual.

C. STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE & FRAUD

The PHA Staff will maintain a high level of awareness to indicators of possible abuse And fraud by assisted families.

Quality Control File Reviews – Prior to initial certification and at the completion of all subsequent recertifications, each tenant file will be reviewed. Such reviews shall include but are not limited to:

Changes in reported Social Security Numbers or dates of birth
Authenticity of File Documents
Ratio between reported income and expenditures
Review of signatures for consistency with previously signed file documents

Observation – The PHA Management and Occupancy Staff (to include maintenance personnel) will maintain high awareness of circumstances, which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins – may be reviewed by Management and Staff

State Wage Data Record Keepers – Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628 the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

Credit Bureau Inquiries – Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

At the time of final eligibility determination

When the PHA receives an allegation wherein unreported income sources are disclosed.

When a tenant's expenditures exceed his/her reported income, and no plausible explanation is given.

D. THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE & FRAUD

The PHA staff will encourage all tenant families to report suspected abuse to the Executive Director. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The Housing Authority will not follow up on allegations which are vague or otherwise non-specific. The PHA will only review allegations, which contain one or more independently verifiable facts.

File Review – An Internal file review will be conducted to determine:

—

If he subject of the allegation is a tenant of the PHA and if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the PHA is the most appropriate authority to do a follow-up (more so than police or social services) any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review – If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the facts are independently verifiable, the Executive Director will initiate an investigation to determine if the allegation is true or false.

E. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE & FRAUD

If the PHA determines that an allegation or referral warrants follow-up, either the staff Person who is responsible for the file or a person designated by the Executive Director To monitor the program compliance will conduct the investigation. The steps taken will Depend upon the nature of the allegation and may include, but are not limited to the items listed below. In all cases, the PHA will secure the written authorization from the Program participant for the release of information.

Credit Bureau Inquiries – In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the reported income of the family.

Verification of Credit – In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

Employers and Ex-employers – Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

Neighbors/Witnesses – Neighbors and/or other witnesses may be interviewed Who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review.

Other Agencies – Investigators, caseworkers or representative of other benefit agencies may be contacted.

Public Records – If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records, which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

Interviews with Head of Household or Family Member – The PHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. A high The PHA staff will maintain standard of courtesy and professionalism person who conducts such interviews. Under no circumstances will inflammatory language, accusation or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

F. PLACEMENT OF DOCUMENTS, EVIDENCE & STATEMENTS OBTAINED BY THE PHA

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will either be kept in the tenant file or in a separate "work file". In either case, the tenant file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among PHA Staff unless they are involved in the process, or have information which may assist in the investigation.

G. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

H. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

The type of violation. (Procedural, non-compliance, fraud)
Whether the violation was intentional or unintentional
What amount of money (if any) is owed by the tenant
Is the family eligible for continued occupancy

C. ACTION PROCEDURES FOR VIOLATION WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, the PHA will propose the most Appropriated remedy based upon the type and severity of the violation.

Procedural Non-compliance

This category applies when the tenant "fails to" observe a procedure or requirement of the PHA, but does not misrepresent a material fact, and there is no retroactive rent owed by the family.
Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment
Failure to return verification in the time period specified by the PHA

Warning Notice to the Family – In such cases a notice will be sent to the family which contains the following:

A description of the non-compliance and the procedure, policy or obligation which was violated.

The date by which the violation must be corrected or the procedure complied with.

The action which will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA.

The consequences of repeated (similar) violations.

Procedural Non-Compliance Retroactive Rent

When the tenant owes money to the PHA for failure to report changes to income or assets, The PHA will issue a Notification of Underpaid Rent. This Notice will contain the following:

A description of the violation and the date(s)
Any amounts owed to the PHA
A ten-day response period
The right to disagree and to request an informal hearing with instructions for the request of such hearing

Tenant Fails to Comply with PHA's Notice. - If the tenant fails to comply with the PHA's notice and a material provision of the lease has been violated, the PHA will initiate termination of tenancy.

Tenant Complies with PHA's Notice - When a tenant complies the PHA's

notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision, which was violated. The staff person will complete a Tenant Counseling Report, give one copy to the family and retain a copy in the tenant file.

Intentional Misrepresentations

When a tenant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the tenant, the PHA will evaluate whether or not:

The tenant had knowledge that his/her actions were wrong, and
The tenant willfully violated the lease or the law.

Knowledge that the action or inaction was wrong - This will be evaluated by determining if the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certifications, briefing certificate, Personal Declaration and *Things You Should Know* are adequate to establish knowledge of wrongdoing.

The tenant willfully violated the law – Any of the following circumstances will be considered Adequate to demonstrate willful intent.

An admission by the tenant of misrepresentation
That the act was done repeatedly
If a false name or Social Security Number was used
If there were admissions to others of the illegal action or omission
That the tenant omitted material facts, which were known to them
(e.g., employment of self or other household member)
That the tenant falsified, forged or altered documents
That the tenant uttered and certified to statements at a rent (re) determination which
Were later independently verified to be false.

The Tenant Conference for Serious Violations and Misrepresentation

When the PHA has established that material misrepresentation(s) have occurred, a Tenant conference will be scheduled with the family representative and the PHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the PHA. The purpose of such conference is to review the information and evidence obtained by the PHA with the tenant and to provide the tenant an opportunity to explain any document findings which conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by the PHA. The tenant will be given ten days to furnish any mitigating evidence.

A secondary purpose of the Tenant Conference is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA will consider:

The duration of the violation and number of false statements
The tenant's ability to understand the rules
The tenant's willingness to cooperate and to accept responsibility for his/her actions
The amount of money involved
The tenant's past history
Whether or not criminal intent has been established
The number of false statements

Disposition of Cases Involving Misrepresentation

In all cases of misrepresentation involving efforts to recover monies owed, the PHA may Pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Criminal Prosecution – If the PHA has established criminal intent and the case meets the Criteria for prosecution, the PHA may:

Refer the case to HUD's RIGI and terminate rental assistance

Administrative Remedies – The PHA may:

Terminate tenancy and demand payment of restitution in full

Notification to Tenant of Proposed Action

The PHA will notify the tenant of the proposed action no later than twenty days after the Tenant conference by certified mail.

ATTACHMENT K

DECONCENTRATION ANALYSIS

FISCAL YEAR 2004

The final rule dealing with the economic deconcentrate of poverty in public housing was issued by HUD on December 22, 2000. This rule requires Housing Authority to:

1. Survey all families residing in covered developments (family developments) to determine the average income of the tenants.

2. Determine the average income of all families residing in each separate development.

3. Finally, determine the established income range that is defined as those covered Developments where the average income is between 85% and 115% of the PHA Wide averages for all covered developments.

The final rule was amended on August 6, 2002 to include a provision that developments with an average family income at or below 30 percent of the area median income should not be categorized as higher income.

The Housing Authority's analysis of the four development resulted in one development, PA 6l-2, Beyer Avenue Terrace, Punxsutawney, as having the lowest average income tenants (82% of adjusted average) and is targeted for higher income applicants and PA 61-7, Forestview Terrace, Reynoldsville, as having the highest average income tenants (151% of adjusted average) and is targeted for lower income applicants.

All other developments are within the 85 to 115% of adjusted average income.

ATTACHMENT K-1

_____
RESOLUTION #

_____
Date Adopted

JEFFERSON COUNTY HOUSING AUTHORITY

POLICY FOR DECONCENTRATION OF LOWER INCOME

FAMILIES IN AUTHORITY OWNED PUBLIC HOUSING

ECONOMIC DECONCENTRATION OF VERY LOW INCOME FAMILIES AND INCOME MIXING IN PUBLIC HOUSING

A. Background and overview of HUD Policy Objectives.

The Quality Housing and Work Responsibility Act (QHWRA) became law in October l998. Many of the provisions of this Act are revisions to the United States Housing Act of 1937 (USHA) which has guided public housing policy for over 60 years.

One of the purposes of the QHWRA is to facilitate mixed income communities and decrease the concentration of poverty in public housing. Section 513 of the QHWRA established, among other things, "annual requirements for admitting families with incomes below 30% of area median income, and related income targeting requirements.

In as much as the concentration of low income families is now prohibited in public housing. PHA's must submit with their newly required Public Housing Agency Annual Plans an Admission Policy designed to provide for deconcentration of poverty and income mixing by bringing higher income tenants into lower income public housing projects and bringing lower income tenants into higher income public housing projects.

To further this objective the following rule has been established:

With respect to income targeting, the general rule is that in each fiscal year, at least 40% of families admitted to public housing by a PHA must have incomes that do not exceed 30% of area median,. The "fungibility" provisions allow a PHA to admit less than 40% of families with incomes below 30% of median (very poor families) in a fiscal year, to the extent the PHA has

provided more than 75% of newly available (Section 8) vouchers and certificates (including those resulting from turnover) to very poor families. HUD has also imposed 3 limitations on the use of fungibility.

PHAs are permitted to consider a number of approaches in designing an Admission Policy to achieve the goals of deconcentration and income mixing, included are the use of skipping over certain families on the waiting lists based on incomes; the establishment of certain preferences such as worker preferences; appropriate affirmative marketing efforts; additional applicant consultation and information; provision of additional supportive services and amenities; and rent incentives authorized by the QHWRA. Site based waiting lists may also be used as an integral part of the Admissions Policy to promote deconcentration.

To implement these new requirements, which is applicable to public housing, the PHA's must:

Determine and compare the relative tenant incomes of each development
As well as the household incomes of census tracts in which the development
Is located; and

Consider what Admission Policy measures or incentives, if any, will be
Needed to bring higher income families into lower income developments
(or if appropriate to achieve deconcentration of poverty, into developments
in lower income census tracts). PHA policies must devote appropriate attention
to both of these goals. PHA policies must affirmatively further fair housing.

B. The Jefferson County Housing Authority operates under an Admission and Occupancy Policy approved by the Authority Board of Directors on January 6, 2004. This Policy was adopted to provide for economic deconcentration and income mixing. Admission to public housing will include at least 40% of eligible applicants having incomes which does not exceed 30% of median income of the area, (subject to "fungibility" provisions cited above.)

The Housing Authority will strive for economic deconcentration and income mixing in all of its communities by doing the following:

l. The Authority will skip over a lower income applicant on the waiting list to a higher income applicant if the higher income applicant is needed to deconcentrate a lower income development. The reverse will also apply, the Housing Authority will skip over a higher income applicant if a lower income applicant is needed to deconcentrate a higher income community.

2. The Housing Authority will employ positive and affirmative advertising methods in local newspapers.

3. Applicants who are interested will be supplied with appropriate information Regarding income and areas that may be available because of deconcentration efforts.

ATTACHMENT L

_04-21_____
Resolution #

_DECEMBER 14, 2004_____
Date Adopted

PEST CONTROL POLICY

The Jefferson County Housing Authority recognized the importance of pest and vermin control in providing a living environment of adequate health and safety for its residents. To achieve this control the Authority has adopted a pest control policy.

PEST CONTROL AND EXTERMINATION

The Jefferson County Housing Authority will make all efforts to provide a healthy and pest free environment for its residents. The Authority will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests.

The Maintenance Manager has determined the most cost-effective way of delivering this treatment is to contract the services of J.C. Ehrlich Company, Inc., a licensed pest control company.

The extermination plan began with an analysis of the current condition at each property. The Maintenance Manager made sure that an adequate schedule for treatment was developed to address any existing infestation, Special attention shall be paid to cockroaches. The schedules will include frequency and locations of treatment. Different schedules may be required for each development.

Resident's cooperation with the extermination company is essential. All units in a building will be treated for the plan to be effective. Residents are given information about the extermination program and schedule at the time of move-in.

ATTACHMENT M

04-21_____
Resolution #

_DECEMBER 14, 2004____
Date Adopted

SECTION 504

JEFFERSON COUNTY HOUSING AUTHORITY

REASONABLE ACCOMMODATIONS POLICY AND PROCEDURES IN PUBLIC HOUSING

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SECTION 504

JEFFERSON COUNTY HOUSING AUTHORITY

REASONABLE ACCOMMODATIONS

POLICY AND PROCEDURES IN PUBLIC HOUSING

INTRODUCTION

This Reasonable Accommodation Policy and Procedures, comprised of Part A and Part B, sets forth the policy and procedures of the JEFFERSON COUNTY HOUSING AUTHORITY in connection with making reasonable accommodations for qualified applicants or residents with disabilities for participation in JEFFERSON COUNTY HOUSING AUTHORITY'S Public Housing Programs and activities. A copy of this Reasonable Accommodation Policy and Procedures may be obtained upon request from the Housing Authority Office.

PART A. POLICY

SECTION 1. Definitions

.1 The term "ADA" shall mean the Americans with Disabilities Act.

.2 The term "FHA" shall mean the Fair Housing Act of 1968.

.3 The term "JCHA" shall mean the JEFFERSON COUNTY HOUSING AUTHORITY.

.4 The phrase "individual with disabilities" shall have the same meaning as the term "individual with handicaps" under 24 CFR 8.3, as follows:

24 CFR 8.3 Definitions

"Individual with handicaps" means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.

.5 The term "Policy" shall mean Part A of the Reasonable Accommodation Policy and Procedure, as adopted by the Board of the JEFFERSON COUNTY HOUSING AUTHORITY as may be amended.

.6 The term "Procedures" shall mean Part B of the Reasonable Accommodation Policy and Procedure, as may be revised from time to time.

.7 The term "reasonable accommodation" means a modification or change in JCHA's rules, policies, practices, or services, that will provide the opportunity to participate in JCHA's programs and services and to meet JCHA's essential requirements of tenancy to an otherwise eligible individual with a disability.

SECTION 2. Policy Statement.

JCHA is committed to ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, not otherwise discriminate against individuals with disabilities in connection with, the operation of JCHA housing services or programs, solely on the basis of such disabilities. Therefore, if an individual with a disability requires an accommodation, such as an accessible feature or modification to Authority policy, JCHA will provide such accommodation, unless doing so would result in a fundamental alteration in the nature of the program or an undue financial or administrative burden. In such a case, JCHA will make another accommodation that would not result in a financial or administrative burden.

SECTION 3. Purpose.

This Policy is intended to:

- Communicate JCHA's position regarding reasonable accommodations for persons with disabilities in connection with the agency's housing programs, services, and policies;

- Establish a procedural guide for implementing such Policy; and

- Comply with applicable federal, state and local laws to ensure accessibility for persons with disabilities to housing programs, benefits and services administered by JCHA.

SECTION 4. Authority.

The requirements of this Policy are based upon the following statutes or regulations:

- Section 504 of the Rehabilitation Act of 1973, as amended ("Section 504") prohibits discrimination on the basis of disability status and states that:

  "No qualified individual with handicaps shall, solely on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from the Department".

- The Fair Housing Act ("FHA") prohibits discrimination in the sale, rental and financing of dwellings. The FHA requires reasonable accommodations in rules, policies, practices, services and reasonable modifications to dwelling units and public common areas;

- Title II of the Americans With Disabilities Act ("ADA"), prohibits discrimination on the basis of disability status by public entities. Except as provided in 35.102 (b), of 28 CFR Part 35, the ADA applies to all services, programs and activities provided or made available by public entities (State and local governments); and

- Part 8, of Code of Federal Regulations, Title 24, Housing and Urban Development, entitled Non-Discrimination Based On Handicap In Federally Assisted Programs and Activities of the Department of Housing and Urban Development applies to recipients of federal funds and implements the requirements of the Rehabilitation Act.

SECTION 5. Monitoring And Enforcement

The JCHA's Fair Housing and Equal Opportunity Coordinator ("FH&EO") is responsible for monitoring JCHA's compliance with, and enforcing the requirements under this Policy. Questions regarding this Policy, its interpretation or implementation should be made by contacting the JCHA FH&EO Coordinator in writing, or in person by appointment, at 201 North Jefferson Street, Punxsutawney, PA 15767, or by calling the Office at 1-800-585-5303.

SECTION 6. General Principles For Providing Reasonable Accommodations

Listed below are the general principles which provide a foundation for the Policy and which JCHA staff should apply when responding to requests for reasonable accommodations within all JCHA housing programs:

6.1 It is presumed the individual with a disability is usually knowledgeable of the appropriate types of, and methods of providing, reasonable accommodations needed when making a request. However, JCHA reserves the right to investigate and offer equally effective alternatives to the requested accommodation, and/or alternative methods for providing the requested accommodation.

6.2 The procedure for evaluation and responding to requests for a reasonable accommodation relies on a cooperative relationship between JCHA and the applicant/resident. The process is not adversarial.

6.3 JCHA shall inform all applicants and residents of alternative forms of communication. The Request Form is designed to assist JCHA and our applicants/residents. If an applicant/resident does not, or cannot use the Request Form, JCHA will still respond to the request for an accommodation. The applicant/resident may also request assistance with the Request Form or such applicant/resident may request that the Request Form be Provided in an equally effective format or means of communication.

Example(s): Some examples of alternative equally effective forms of communication include the following:

a) Qualified interpreters, printed material, telecommunication devices for deaf persons (TDD'S).
b) JCHA's Relay System, or other aurally delivered materials available to persons with hearing impairments.
c) Qualified readers, or other effective methods of making visually delivered materials available to individuals with visual impairments.

6.4 If the accommodation is reasonable (see Procedures 3 below), JCHA will grant it.

6.5 In accordance with Procedure 3 (Below) JCHA will grant the request for a reasonable accommodation only to the extent that an undue financial and administrative burden is not created thereby.

6.6 All written documents required by or as a result of this Policy must contain plain language and be in appropriate alternative formats in order to communicate information and decisions to the person requesting the accommodation.

6.7 Any required meetings with a person with a disability will be held in an accessible location.

SECTION 7. Amendment

7.1 Policy. The policy may be amended only by resolution of the Board of Jefferson County Housing Authority.

7.2 Procedures. The Procedures may be amended within the scope of the Policy by the Executive Director of JCHA.

7.3 Legal Compliance. Any amendment to the Policy or Procedures shall be consistent with all applicable laws and regulations.

SECTION 8. Staff Training.

The FH&EO Coordinator will ensure that training sessions are held at least annually concerning the Policy and the Procedures and all applicable Federal, state and local requirements regarding reasonable accommodations.

PART B. Procedures

Procedure #1 – Communication With Applicants and Residents

1) At the time of application, all applicants must be provided with the Request for Reasonable Accommodation Form (the "Request Form") "copy of which is affixed hereto as Attachment 1), or upon the applicant's request, the Request Form must be provided in an equally effective format.

2) [1] JCHA Residents seeking accommodations may contact the FH&EO Coordinator directly to request the accommodation. Residents may also contact the FH&EO Coordinator directly to request the accommodation.

3) JCHA is responsible for informing all residents that a request may be submitted for reasonable accommodations for an individual with a disability. All residents will be provided the Request Form when requesting a reasonable accommodation. However, a resident may submit the request in writing, orally, or use another equally effective means of communication to request the accommodation. Upon receiving the request, housing management and/or the FH&EO Coordinator will respond to the request within twenty (20) business days. If additional information or documentation is required, a written request should be issued to the resident by using the Request For Information or Verification Form ("Request for Information"), a copy of which is affixed hereto as Attachment 2. A submission date should be specified in the Request for Information so as not to delay JCHA review of the request.

4) JCHA will maintain at its Management Office the written materials, which summarizes this Policy and highlights the procedures for making a request for reasonable accommodations.

Procedure #2 – Sequence For Making Decisions

5) Is the applicant/resident a qualified "individual with a disability"?

    a) If **NO**, we are not obligated to make a reasonable accommodation; therefore, we may deny the request.
    b) If **YES**, go to Step 2.
    c) If more information is needed, either write for more information using the standard ***Request for Information*** letter, or request a meeting using the standard ***Request for Meeting*** letter. (A copy of the Request for Meeting letter is affixed hereto as Attachment 5).

[1] The term "business days" shall mean those days of the week, excluding Saturdays, Sundays and Holidays observed by JCHA.

1) Is the requested accommodation related to the disability?

    a) If **NO**, we are not obligated to make the accommodation; therefore, we may deny the request.
    b) If **YES**, go to step e.
    c) If more information is needed, either write for more information using the ***Request for Information*** letter, or request a meeting using the ***Request for Meeting*** letter.

1) Is the requested accommodation reasonable? This determination will be made by following Procedure #3 – Guidelines for Determining Reasonableness.

    a) If **YES,** we will approve the request for reasonable accommodation. A written description of the accommodation will be prepared and included in the Letter Approving ***Request for Reasonable Accommodations.***
    b) If **NO**, we may deny the request. Submit the denial using the Letter Denying ***Request for Reasonable Accommodations.***
    c) If more information is needed, either write for more information using the Letter Approving ***Request for Reasonable Accommodations***, or request a meeting using the ***Request for Meeting*** letter.

<u>Procedure #3 – Guidelines For Determining Reasonableness</u>

1. In accordance with Policy Principle 6.1, JCHA will consider the requested method for providing reasonable accommodations for an individual with a disability. However, JCHA is required to evaluate the requested method and may require the individual with a disability to provide further information to demonstrate the need for the requested accommodation to enable access to and use of the housing program. Additionally, JCHA may offer equally effective alternatives to the requested accommodation, and/or alternative methods for providing the requested accommodation.

2. Requests for reasonable accommodations will be considered on a case-by-case basis. Decisions regarding reasonable accommodations will be made in compliance with all applicable accessibility laws and requirements. Additionally, in those circumstances where JCHA deems that a proposed reasonable accommodation would fundamentally alter the service, program, or activity, or would result in undue financial and administrative burdens, JCHA has the burden of proving such results.

3. The responsibility for the decision that a proposed reasonable accommodation would result in such alteration or burdens shall rest with the Executive Director of her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burden, JCHA shall propose any other action that will not result in or require an alternation or burden.

4. Live in Aides. In some cases, an individual with a disability may require a live in aide. In accordance with the provisions of the JCHA's dwelling Lease, JCHA may permit a live-in to reside in the dwelling unit to assist an individual with a disability. A live-in-aide means a person (a) determined by JCHA to be essential to the care and well being of a family member with disability; (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the supportive services. A live in aide would not be required to share a bedroom with another of the household [see 24 CFR 966.4(d)(3)]. Prior to granting permission, the live in aide must submit to a criminal background check in accordance with JCHA's policies and procedures. Additionally, medical verification of the need for a live-in-aide is required, and the following factors will be considered by JCHA in determining whether to approve a live-in-aide:

   a) Whether the addition of a new occupant would create a situation of overcrowding in the dwelling unit, thereby requiring a transfer to another dwelling unit;

   b) The availability of an appropriate dwelling unit, and/or

   c) JCHA's obligation to make reasonable accommodation for persons with disabilities.

5. Verification. The PHA may verify a person's disability only to the extent necessary to ensure that applicants are qualified for the housing for which they are applying; that applicants are qualified for deductions used in determining adjusted income; that applicants are entitled to any preference they may claim; and that applicants who have requested a reasonable accommodation have a need for the requested accommodation. A PHA may not require applicants to provide access to confidential medical records in order to verify a disability. A PHA may require documentation of the manifestation of the disability that causes a need for a specific accommodation or accessible unit. A PHA may not ask what the specific disability is.

ATTACHEMENTS TO PROCEDURES

Attachment 1 – Request For A Reasonable Accommodation

Attachment 2 – Request For Information Or Verification

Attachment 3 – Letter Denying Request For Reasonable Accommodations

Attachment 4 – Letter Approving Request For Reasonable Accommodations

Attachment 5 – Request For Meeting

ATTACHMENT 1 - REQUEST FOR A REASONABLE ACCOMMODATION

Jefferson County Housing Authority
201 North Jefferson Street
Punxsutawney, PA 15767

If you need:

- A change in our policies or procedures
- A repair or change in your apartment
- A repair or change to some other part of the property
- A change in the way we communicate with you

Because of a disability, you may ask for this change, which is called a “reasonable accommodation”.

If your request is reasonable, if it is not too expensive, and if it is not too difficult to arrange, we will try to make the changes you need.

We will make every effort to render a decision within thirty (30) business days. We will let you know if we need more information or verification from you or if we would like to discuss other way of meeting your needs.

If we turn down your request, we will explain our decision, and you may give us additional information.

Please advise us if you need help in using the form, or if you wish to receive this Request Form in an alternative format to meet your communication needs.

Excerpts from A & O Policy

REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority's 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 accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

Communication

Anyone requesting an application will also receive a *Request for Reasonable Accommodation Form.*

Notification of reexamination, inspection, appointment or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the resident will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

Questions to Ask in Granting the Accommodation

A. Is the requestor a person with disabilities? For this purpose the definition of person with 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 an 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 the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Housing Authority will obtain verification the person is a person with a disability.

JEFFERSON COUNTY HOUSING AUTHORITY

REQUEST FOR A REASONABLE ACCOMMODATION

Name: _____ Phone: _____

Address: _____ Apt. #: _____

City: _____ State: _____ Zip: _____

Currently, I am:

- ❑ An applicant on the waiting list
- ❑ A resident of Public Housing

The following member of my household has a disability that qualifies under HUD rules (a mental or physical impairment that substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment).

Name: _____ Relationship: _____

As a result of his/her disability, the following change(s) are necessary so he/she can have the opportunity to equally participate in the housing assistance programs:

_____

_____

You may verify the disability and the need for this request by contacting the following health care or other professional:

Name & Title _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

I give you permission to contact the above individual for purposes of verifying that I, or a family member, have a disability and need the reasonable accommodation requested above. I understand that the information you obtain will be kept completely confidential and used solely to determine whether or not you will provide the accommodation.

_____

Signature (Person with Disabilities or Head of Household) Date

A. Is the requested accommodation related to the disability? If it is apparent the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Housing Authority will obtain documentation the requested accommodation is needed due to the disability. The Housing Authority will not inquire as to the nature of the disability.

B. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

    1. Would the accommodation constitute a fundamental alteration? The Housing Authority's business is housing. If the request would alter the fundamental business the Housing Authority conducts, that would not be reasonable. For instance, the Housing Authority would deny a request to have the Housing Authority do grocery shopping for a person with disabilities.

    2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

A. Generally, the individual knows best what it is they need; however, the Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority's programs or services. If more than one accommodation is equally effective in providing access to the Housing Authority's programs and services, the Housing Authority retains the right to select the most efficient or economic choice.

The most necessary to carry out approved requests, including requests for physical modifications, will be borne by the Housing Authority unless there is someone else willing to pay for the modifications. If another party pays for the modification, the Housing Authority will seek to have the same entity pay for any restoration costs.

If the resident requests as a reasonable accommodation that they be permitted to make physical modification at their own expense, the Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit. The resident would be responsible for restoring the unit to its original condition at the time of vacating the unit.

Any request for an accommodation that would enable a resident to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

Verification the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If the HA finds the requested accommodation creates an undue administrative or financial burden, the HA will deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is none that requires a fundamental alteration of the essential functions of the HA (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requesting accommodation would pose a severe financial hardship on the HA.

The PHA will provide a written decision to the person requesting the accommodation within a **reasonable time.** If a person is denied the accommodation or feels the alternative suggestions are inadequate, they may request an informal hearing to review the PHA's decision.

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All PHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

Verification of Disability

The PHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, section 504 of the 1973 Rehabilitation act, and Americans with Disabilities Act.

Applying for Admission

All persons who wish to apply for any of the PHA's programs must submit an application. Applications will be made available in an accessible format upon request from a person with a disability.

To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The full application is completed at the eligibility appointment by PHA staff. The information on the application is reviewed with the applicant. Verification of disability as it relates to 504, Fair Housing or ADA reasonable accommodation will be requested at this time. The full application will also include questions asking all applicants whether reasonable accommodations are necessary.

ATTACHMENT N

Resolution #___04-21_

Date Adopted:__**DECEMBER 14, 2004**__

SECTION 8 ADMINISTRATIVE PLAN

FOR THE

JEFFERSON COUNTY HOUSING AUTHORITY

SECTION 8 ADMINISTRATIVE PLAN

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SECTION 8 ADMINISTRATIVE PLAN

1.0 EQUAL OPPORTUNITY

1.1 *FAIR HOUSING*

It is the policy of the Jefferson County Housing Authority to comply fully with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Jefferson County Housing Authority housing programs.

To further its commitments to full compliance with applicable Civil Rights laws, the Jefferson County Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Jefferson County Housing Authority office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Jefferson County Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The Jefferson County Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

1.2 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Jefferson County Housing Authority housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Jefferson County Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Jefferson County Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

1.3 COMMUNICATION

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.

Notifications of reexamination, inspection, appointment, or termination of assistance will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests will be in writing.

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 impairment. (The disability may not be apparent to others, i.e., a heart condition).

   If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Jefferson County Housing Authority will obtain verification that the person is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Jefferson County Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Jefferson County Housing Authority will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

   1. Would the accommodation constitute a fundamental alteration? The Jefferson County Housing Authority's business is housing. If the request would alter the fundamental business that the Jefferson County Housing Authority conducts, that would not be reasonable. For instance, the Jefferson County Housing Authority would deny a

request to have the Jefferson County Housing Authority do grocery shopping for the person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Jefferson County Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally, the individual knows best what they need; however, the Jefferson County Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Jefferson County Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Jefferson County Housing Authority's programs and services, the Jefferson County Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests will be borne by the Jefferson County Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Jefferson County Housing Authority 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 Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

1.5 FAMILY/OWNER OUTREACH

The Jefferson County Housing Authority 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 the Jefferson County Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service

personnel. The Jefferson County Housing Authority will also try to utilize public service announcements.

The Jefferson County Housing Authority 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.

1.6 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.

1.7 REQUIRED POSTINGS

The Jefferson County Housing Authority will post in its office 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 Jefferson County Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation

D. Income Limits for Admission

E. Informal Review and Informal Hearing Procedures

F. Fair Housing Poster

G. Equal Opportunity in Employment Poster

2.0 JEFFERSON COUNTY HOUSING AUTHORITY/ OWNER RESPONSIBILITY/OBLIGATION OF THE FAMILY

2.1 JEFFERSON COUNTY HOUSING AUTHORITY RESPONSIBILITIES

A. The Jefferson County Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Jefferson County Housing Authority Section 8 Administrative Plan.

B. In administering the program, the Jefferson County Housing Authority must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;

2. Explain the program to owners and families;

3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;

4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

5. Affirmatively further fair housing goals and comply with equal opportunity requirements;

6. Make efforts to help people with disabilities find satisfactory housing;

7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;

8. Determine who can live in the assisted unit at admission and during the family's participation in the program;

9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;

10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at lease annually during the assisted tenancy;

12. Determine the amount of the housing assistance payment for a family;

13. Determine the maximum rent to the owner and whether the rent is reasonable;

14. Make timely housing assistance payments to an owner in accordance with the HAP contract;

15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;

16. Establish and review Jefferson County Housing Authority's utility allowance;

17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Jefferson County Housing Authority, if the owner defaults (e.g., HQS violation);

18. Determine whether to terminate assistance to a participant family for violation of family obligations;

19. Conduct informal reviews of certain Jefferson County Housing Authority decisions concerning applicants for participation in the program;

20. Conduct informal hearings on certain Jefferson County Housing Authority decisions concerning participant families;

21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

22. Administer an FSS program **(if applicable).**

2.2 OWNER RESPONSIBILITY

A. The owner is responsible for performing all of the owner's obligations under the HAP contract and lease.

B. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.

3. Complying with equal opportunity requirements.

4. Preparing and furnishing to the Jefferson County Housing Authority information required under the HAP contract.

5. Collecting from the family:

    a. Any security deposit required under the lease.

    b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).

    c. Any charges for unit damage by the family.

1. Enforcing tenant obligations under the lease.

2. Paying for utilities and services (unless paid by the family under the lease).

A. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

B. The owner is responsible for notifying the Jefferson County Housing Authority sixty (60) days prior to any rent increase.

2.3 OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the program.

C. Supplying required information

1. The family must supply any information that the Jefferson County Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by the Jefferson County Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4. Any information supplied by the family must be true and complete.

A. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

B. Allowing Jefferson County Housing Authority Inspection

The family must allow the Jefferson County Housing Authority to inspect the unit at reasonable times and after at least 2 days notice.

C. Violation of lease

The family may not commit any serious or repeated violation of the lease.

D. Family Notice of Move or Lease Termination

The family must notify the Jefferson County Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

E. Owner Eviction Notice

The family must promptly give the Jefferson County Housing Authority a copy of any owner eviction notice it receives.

F. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.

2. The Jefferson County Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Jefferson County Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Jefferson County Housing Authority to add any other family members as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify the Jefferson County Housing Authority if any family member no longer resides in the unit.

4. If the Jefferson County Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Jefferson County Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Jefferson County Housing Authority consent may be given or denied.

5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.

6. The family must not sublease or let the unit.

7. The family must not assign the lease or transfer the unit.

A. Absence from the Unit

The family must supply any information or certification requested by the Jefferson County Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Jefferson County Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Jefferson County Housing Authority for this purpose. The family must promptly notify the Jefferson County Housing Authority of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Jefferson County Housing Authority for absences exceeding 30 days. The Jefferson County Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization

2. Absences beyond the control of the family (i.e., death in the family, other family member illness)

2. Other absences that are deemed necessary by the Jefferson County Housing Authority

A. 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).

B. 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 program.

C. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

D. 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.

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 the Jefferson County Housing Authority 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 or 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.

2. 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.

2. 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.**

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.

A. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program, be a family that is:

a. An extremely low-income or a very low-income family;

b. A low-income family continuously assisted under the 1937 Housing Act;

c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;

2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.

3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

4. Families who are moving into the Jefferson County Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority must meet the income limit for the area where they were initially assisted under the program.

5. Families who are moving into the Jefferson County Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirements for the Jefferson County Housing Authority program.

6. Income limit restrictions do not apply to families transferring units within the Jefferson County Housing Authority Section 8 Program.

A. Citizenship/Eligible Immigrant status

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)).

Family eligibility for assistance.

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

2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 11.5 (E) for calculating rents under the noncitizen 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.

B. 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.

C. Signing Consent Forms

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

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

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

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

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

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

A. Suitability for tenancy

The Jefferson County Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Jefferson County Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, the Jefferson County Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

The Jefferson County Housing Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the Jefferson County Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

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 the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

Jefferson County Housing Authority
201 North Jefferson St.
Punxsutawney, PA 15767

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Jefferson County Housing Authority jurisdiction, the Jefferson County Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants. The Jefferson County Housing Authority will verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications may be made in person at the **Jefferson County Housing Authority, 201 North Jefferson St., Punxsutawney, PA 15767,** on **Monday through Friday, 8:30 a.m. to 11 a.m. and 1:00 to 3:00 p.m.** Applications will be mailed to interested families as a special accommodation.

The completed application will be dated and time stamped.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Jefferson County Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 1-800-654-5984.

The PHA will utilize an application form. The information is to be given by the applicant. To provide specific accommodation for persons with disabilities, a staff person may complete the information over the telephone and may assist applicants in completing the application if the applicant cannot.

The purpose of the application is to permit the PHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The application will contain questions designed to obtain the following:

a. Names of adult members and age of all members
b. Sex and relationship of all members
c. Street address and phone numbers
d. Mailing address (If PO Box of other permanent address)
e. Amount(s) and source(s) of income/assets of household members
f. Information regarding disabilities to determine qualifications for allowances and deductions
g. Social Security Numbers
h. Race/ethnicity
i. Birth Date
j. Place of birth
k. Citizenship/eligible immigration status
l. Arrests/Convictions for drug-related or violent criminal activity
m. Requests for specific accommodation needed to fully utilize program and services
n. Previous address
o. Current and previous landlords' names and addresses
p. Emergency contact person and address
q. Program integrity questions regarding previous participation in HUD programs

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 date and time of application;

c. Any contact between the Jefferson County Housing Authority and the applicant will be documented in the applicant file.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

4.4 MISSED APPOINTMENTS

The Jefferson County Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the Jefferson County Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

4.5 PURGING THE WAITING LIST

The Jefferson County Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

4.6 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Jefferson County Housing Authority will not remove an applicant's name from the waiting list unless:

a. The applicant requests that the name be removed in writing.

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

c. The applicant does not meet either the eligibility or screening criteria for the program.

4.7 GROUNDS FOR DENIAL

The Jefferson County Housing Authority will deny assistance to applicants whom:

a. Do not meet any of the eligibility criteria;

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

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

b. Fail to complete any aspect of the application or lease-up process;

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

d. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs;

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

f. Have a family member who was evicted from federally assisted housing within the last five (5) years;

g. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

h. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Jefferson County Housing Authority may waive this requirement if:

1. The person demonstrates to the Jefferson County Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

2. The person has successfully completed a supervised drug or alcohol rehabilitation program;

3. The person has otherwise been rehabilitated successfully; or

4. The person is participating in a supervised drug or alcohol rehabilitation program.

k. Have engaged in or threatened abusive or violent behavior towards any Jefferson County Housing Authority staff member or resident;

l. Have a family member who has been terminated under the Certificate or Voucher Program during the last three years;

m. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);

n. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life);

o. Are a welfare-to-work (WTW) family who fails to fulfill its obligations under the welfare-to-work voucher program.

4.8 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Jefferson County Housing Authority, in writing, that they have fourteen (14) calendar days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Jefferson County Housing Authority's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Jefferson County Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Jefferson County Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

4.9 INFORMAL REVIEW

If the Jefferson County Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Jefferson County Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Jefferson County Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 15.2 of this Plan.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Jefferson County Housing Authority will use the assistance for those families.

5.2 SELECTION FROM THE WAITING LIST

The date and time of application will be utilized to determine the sequence on the 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 range is agreed to by HUD), the Jefferson County Housing Authority 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 Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

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

6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

The Jefferson County Housing Authority will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons Minimum	Number of Persons 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.

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

Bedroom size will also be determined using the following guidelines:

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

B. Children of the opposite sex, both under the age of **5**, will share a bedroom.

C. Adults and children 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.

The Jefferson County Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by the Jefferson County Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family 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 the Jefferson County Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explanation how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session, if requested. If the family fails to attend a briefing without good cause, they will be denied admission and removed from the waiting list.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

A. A description of how the program works;

F. Family and owner responsibilities;

G. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction.

H. Types of eligible housing;

I. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;

J. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and

K. 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.

6.2 PACKET

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;

B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;

C. Information on the payment standard, and the utility allowance schedule;

L. How the Housing Authority determines the maximum rent for an assisted unit;

M. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;

N. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;

O. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;

P. The Housing Authority requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses;

Q. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;

R. The HUD-required brochure on how to select a unit ("A Good Place to Live");

S. The HUD-required lead-based paint brochure;

T. 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;

U. A list of landlords or other parties known to the Jefferson County Housing Authority who may be willing to lease a unit to the family or help the family find a unit; if available;

V. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Jefferson County Housing Authority that may be available;

W. The family's obligations under the program;

X. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;

Y. Jefferson County Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing.

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

Beginning October 1, 1999, the Jefferson County Housing Authority will issue only vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlined in Section 22.0 Transition to the New Housing Choice Voucher Program.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Jefferson County Housing Authority will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, and the request for approval of the tenancy form. The terms of the HUD tenancy addendum shall prevail over any other provisions of the lease. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15-day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

6.4 TERM OF THE VOUCHER

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 120 calendar days from the initial date of issuance without an extraordinary reason. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A record of their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 60 days, whichever is less.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will request HUD to approve an additional extension.

Upon submittal of a completed request for approval of tenancy form, the Jefferson County Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal. No more than two requests will be concurrently considered.

6.5 APPROVAL TO LEASE A UNIT

The Jefferson County Housing Authority 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 Authority and passes HQS;

C. The lease is approvable and includes the following;

1. The names of the owner and the tenant;
2. The address of the unit rented;
3. The term of the lease (initial term and any provisions for renewal);
4. The amount of the monthly rent to owner;
5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
6. The required HUD tenancy addendum.

D. The rent to owner is reasonable;

A. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;

B. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and

C. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

A. The unit passes the Housing Authority 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 tenant sign the lease to include the HUD required addendum; and

D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

The effective date of the contract and lease will be the first of the month following approval and acceptance of the unit.

6.6 JEFFERSON COUNTY HOUSING AUTHORITY DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;

B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;

C. The owner has engaged in drug-related criminal activity or any violent criminal activity;

D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;

E. The owner has a history or practice of renting units that fail to meet State or local codes;

F. The owner has not paid State or local real estate taxes, fines, or assessments.

G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:

1. premises by tenants, Jefferson County Housing Authority employees or owner employees; or

2. residences by neighbors;

A. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any family member of an applicant seeking the initial use of a voucher (currently shopping) unless the Jefferson County Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities; or
B. 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; and
G. A unit receiving any duplicative Federal, State or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The Jefferson County Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

A. Congregate housing

H. Group homes

I. Shared housing

J. Cooperative housing

K. Single room occupancy housing

The Jefferson County Housing Authority will approve leases for the following types of housing:

A. Single family dwellings
B. Apartments
C. Manufactured housing
D. Manufactured home space rentals

6.8 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit during the initial 12 months, if the landlord and the participant have mutually agreed to terminate the lease in writing, or if the Housing Authority has terminated the HAP contract. The Jefferson County Housing Authority will issue the family a new voucher if the family does not owe the Jefferson County Housing Authority or any other Housing Authority money, has not violated a Family Obligation, and if the Jefferson County Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

7.1 WHEN A FAMILY MAY MOVE

For families already participating in the Certificate and Voucher Program, the Jefferson County Housing Authority will allow the family to move to a new unit if:

A. The assisted lease for the old unit has terminated;

B. The tenant has given notice of lease termination (if the tenant 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 the Jefferson County Housing Authority's jurisdiction, will be required to attend a mover's briefing prior to the Jefferson County Housing Authority entering a new HAP contract on their behalf.

This briefing is intended to provide the following:

A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;

B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;

C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;

D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted gross income if the gross rent exceeds the applicable payment standard;

E. Portability requirements and opportunities;

L. The need to have a reexamination conducted within 120 days prior to the move;

M. An explanation and copies of the forms required to initiate and complete the move; and

N. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Jefferson County Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Jefferson County Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the notice to the Jefferson County Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must notify the owner in writing with a copy to the Jefferson County Housing Authority.

8.0 PORTABILITY

8.1 *GENERAL POLICIES OF THE JEFFERSON COUNTY HOUSING AUTHORITY*

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the Jefferson County Housing Authority at the time the family first submits its application for participation in the program to the Jefferson County Housing Authority may lease a unit anywhere in the jurisdiction of the Jefferson County Housing Authority or outside the Jefferson County Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of the Jefferson County Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Jefferson County Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Jefferson County Housing Authority.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Jefferson County Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Jefferson County Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

For income targeting purposes, the family will count towards the initial housing authority's goals unless the receiving housing authority absorbs the family. If absorbed, the admission will count towards the receiving housing authority's goals.

If a family has moved out of their assisted unit in violation of the lease, the Jefferson County Housing Authority will not issue a voucher and will terminate assistance in compliance with Section 16.0, Termination of the Lease and Contract.

8.2 INCOME ELIGIBILITY

O. A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

P. If a portable family is already a participant in the Initial Housing Authority's 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 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 the Jefferson County Housing Authority is the initial Housing Authority:

1. The Jefferson County Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.

2. The Jefferson County Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).

3. The Jefferson County Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.

4. The Jefferson County Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.

5. The Jefferson County Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.

B. When the Jefferson County Housing Authority is the Receiving Housing Authority:

6. When the portable family requests assistance from the Jefferson County Housing Authority, the Jefferson County Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Jefferson County Housing Authority receives a

portable family, the family will be absorbed if funds are available and a voucher will be issued.

7. The Jefferson County Housing Authority will issue a voucher to the family. The term of the Jefferson County Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Jefferson County Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Jefferson County Housing Authority during the term of the Jefferson County Housing Authority's voucher.

8. The Jefferson County Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Jefferson County Housing Authority's subsidy standards.

9. The Jefferson County Housing Authority will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.

10. If the Jefferson County Housing Authority opts to conduct a new reexamination, the Jefferson County Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.

11. In order to provide tenant-based assistance for portable families, the Jefferson County Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Jefferson County Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

12. The Jefferson County Housing Authority may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.

A. Absorption by the Jefferson County Housing Authority

1. If funding is available under the consolidated ACC for the Jefferson County Housing Authority's Voucher Program when the portable family is received, the Jefferson County Housing Authority will absorb the family into its Voucher Program. After absorption, the family is

assisted with funds available under the consolidated ACC for the Jefferson County Housing Authority's Tenant-Based Program.

A. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:

    a. As the Initial Housing Authority, the Jefferson County Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

    b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

A. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

To determine annual income, the Jefferson County Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Jefferson County Housing Authority subtracts all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

9.2 INCOME

B. 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.

A. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

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

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family.

Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded).

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded).

6. Welfare assistance.

    a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

        i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

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

    a. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they

complied with the welfare requirements and/or had not committed an act of fraud.

b. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.

1. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gift received from organizations or from persons not residing in the dwelling.

2. 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).

9.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

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

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

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

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

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution;

G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

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 or out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, 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 objective and are excluded only for the period during which the family member participates in the employment training program;

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

B. 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;

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

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

E. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

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

G. 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

H. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

a. The value of the allotment of food stamps

b. Payments to volunteers under the Domestic Volunteer Services Act of 1973

c. Payments received under the Alaska Native Claims Settlement Act

d. Income from submarginal land of the U.S. that is held in trusts for certain Indian tribes;

e. Payments made under Hz's Low-Income Energy Assistance Program

f. Payments received under the Job Training Partnership Act

g. Income from the disposition of funds of the Grand River Band of Ottawa Indians

h. The first $2000 per capita received from judgment funds awarded for certain Indian claims

i. Amount of scholarships awarded under Title IV including Work-Study

j. Payments received under the Older Americans Act of 1965

k. Payments from Agent Orange Settlement

l. Payments received under the Maine Indian Claims Act

m. The value of child care under the Child Care and Development Block Grant Act of 1990

n. Earned income tax credit refund payments

o. Payments for living expenses under the AmeriCorps Program

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. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

D. For any elderly or disabled family:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income. Allowable medical expenses are those described as includible medical expenses in IRS Publication 502—Medical and Dental Expense.

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.

E. Child care expenses which are defined as amounts anticipated to be paid by a family for the care of children under 13 years of age during the period for which annual income is computed if the care is necessary to enable a family member to do any of the following:

4. Actively seek employment.
5. Be gainfully employed (the amount deducted for child care expenses may not exceed the amount of employment income that is included in annual income.
6. Further his or her education.

Childcare expenses are deductible only to the extent that they are not reimbursed and reflect reasonable charges for childcare.

F. For persons with disabilities, 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 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.

10.0 VERIFICATION

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

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 (only welfare office) and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other income information must be verified by Up-front income verification (UIV systems if available. Current UIV resources include social security (SS) and supplemental security income (SSI) information accessed via the Department of Housing and Urban Development's (HUD's) Tenant Assessment Subsystem (TASS); state wage information collection agencies (SWICAs); state systems for the Temporary Assistance for Needy Families (TANF) programs; Internal Revenue Service (IRS) Letter 1722; private sector databases (e.g., The Work Number); and any other resources prescribed by HUD. When UIV systems are not available, other income information will be verified by third party verification. Third party verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Jefferson County Housing Authority or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

When third party verification cannot be obtained, the Jefferson County Housing Authority will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the Jefferson County Housing Authority has been unable to obtain third party verification in a two-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Jefferson County Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the 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, the Jefferson County Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
8 Item to Be Verified	**3rd party verification**	**9 Hand-carried verification**
10 General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full-time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
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

Verification Requirements for Individual Items		
11 Item to be Verified	**3rd party verification**	**Hand-carried verification**
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
12 Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements

CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
13 Income		
Earned income	UIV first then, Letter from employer	Multiple pay stubs
Self-employed	UIV if available	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 daycare provider, the day care provider could so state)	Bank deposits, other similar evidence

Verification Requirements for Individual Items		
Item to be Verified	**3rd party verification**	**Hand-carried verification**
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating n whether enrolled n whether training is HUD-funded n whether State or local program	N/A

	n whether it is employment training n whether payments are for out-of-pocket expenses incurred in order to participate in a program	

10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

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

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

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

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Jefferson County Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Jefferson County Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Jefferson County Housing Authority 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 noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household. Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

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

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

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

If the Jefferson County Housing Authority 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.

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 months of age shall provide verification of his or her Social Security Number. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Jefferson County Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If individuals state that they do not have a Social Security Number they will be required to sign a statement to this effect. The Jefferson County Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

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

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.5 TIMING OF VERIFICATION

Verification must be dated within 120 days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all changes.

10.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 GENERAL

After October 1, 1999, the Jefferson County Housing Authority will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 20.0 for additional guidance).

11.2 RENT REASONABLENESS

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

A. Before any increase in rent to owner is approved;

B. If the 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

C. If the Housing Authority or HUD directs that reasonableness be re-determined.

11.3 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.4 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the Jefferson County Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For the Voucher Program, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For 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

The Statute requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR without HUD's prior approval. The Jefferson County Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Jefferson County Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The Jefferson County Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The

Jefferson County Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

11.4.2 **Selecting the Correct Payment Standard for a Family**

A. For the voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family unit size; or

2. The payment standard for the unit size rented by the family.

B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.

A. 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.

A. 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.

B. 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 voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority

may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such times as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

11.5 ASSISTANCE 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
4. The welfare rent

Plus any rent above the payment standard.

B. The Jefferson County Housing Authority has set the minimum rent as $25. However, if the family requests a hardship exemption, the Jefferson County Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

5. 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;

    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;

d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;

e. When a death has occurred in the family.

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

3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.

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

1. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

A. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.

2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.

3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income if the gross rent exceeds the applicable payment standard.

D. Manufactured Home Space Rental: Section 8 Vouchers

4. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

5. The space rent is the sum of the following as determined by the Housing Authority:

    a. Rent to the owner for the manufactured home space;

    b. Owner maintenance and management charges for the space; and

    c. Utility allowance for tenant paid utilities.

1. The participant pays the rent to owner less the HAP.

2. 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.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three

years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Jefferson County Housing Authority will grant each family a period of six months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Jefferson County Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities.

11.6 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone and cable), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection: disposal of waste and refuse).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority 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 Authority 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 Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family’s share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Jefferson County Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Jefferson County jurisdiction if the following conditions apply:

A. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and

B. The owner also charges such penalties against the tenant for late payment of family rent to the owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the Jefferson County Housing Authority.

11.8 CHANGE OF OWNERSHIP

The Jefferson County Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Jefferson County Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the Jefferson County Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

A. Deed of Trust showing the transfer of title; and

B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The Jefferson County Housing Authority may withhold the rent payment until the taxpayer identification number is received.

12.0 INSPECTION POLICIES AND HOUSING QUALITY STANDARDS

The Jefferson County Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The Jefferson County Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Jefferson County Housing Authority will only schedule one more inspection. If the family misses two inspections, the Jefferson County Housing Authority 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 the Jefferson County Housing Authority will perform:

A. Initial Inspection – An inspection that must take place to insure that the unit passes HQS before assistance can begin.

B. Annual Inspection – An inspection to determine that the unit continues to meet HQS.

C. Complaint Inspection – An inspection caused by the Authority receiving a complaint on the unit by anyone.

D. Special Inspection – An inspection caused by a third party, i.e., HUD, needing to view the unit.

E. Emergency – An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

F. Move Out Inspection (if applicable) – An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.

G. Quality Control Inspection – Supervisory inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

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, the Jefferson County Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Jefferson County Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

3. The Jefferson County Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Jefferson County Housing Authority and the Jefferson County Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Jefferson County Housing Authority approved extension).

4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the Jefferson County Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:

    a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;

    b. The family that fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or

    c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).

2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Jefferson County Housing Authority approved extension).

3. If the family has caused a breach of the HQS, the Jefferson County Housing Authority will take prompt and vigorous action to enforce the family obligations. The Jefferson County Housing Authority 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 Requirement

   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 approval 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

c. 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.

d. 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.

e. The dwelling unit must have space for the storage, preparation, and serving of food.

f. 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 (tenant preference).

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).

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 Requirement

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

3. Definitions

a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

b. Component: An element of a residential structure identified by type and location such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.

c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling or loose.

d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for

a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.

e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.

f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm2), or 0.5% by weight or 5000 parts per million (ppm).

2. Performance Requirements

g. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

h. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.

i. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part) must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k or this Section.

j. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

k. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions

prevent treatment of the defective paint conditions on exterior surfaces with in the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.

l. The requirements in this paragraph apply to:

   i. All painted interior surfaces within the unit (including ceilings but excluding furniture);

   ii. The entrance and hallways providing access to a unit in a multi-unit building; and

   iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

a. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.

b. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.

i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:

   i. within the unit;

ii. The entrance and hallway providing access to a unit in a multi-unit building; and

iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

j. In lieu of the procedures set forth in paragraph g of this Section, the Housing Authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.

a. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

i. A defective paint surface shall be treated if the total area of defective paint on a component is:

(1) More than 10 square feet on an exterior wall;

(2) More than 2 feet square on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;

(3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.

i. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted component, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

ii. Prohibited methods of removal are the following: open flame or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydroblasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.

iii. During exterior treatment soil and playground equipment must be protected from contamination.

iv. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.

v. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

a. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

b. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

c. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.

d. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test result indefinitely

and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or treated and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

e. 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 the windows).

J. Access

1. Performance Requirement

The dwelling unit must be able to be used and maintained without 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).

A. Site and Neighborhood

1. Performance Requirement

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.

K. Sanitary Condition

3. Performance Requirement

The dwelling unit and its equipment must be in sanitary condition.

4. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

5. 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 by tenant, 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 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA

The Jefferson County Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Jefferson County Housing Authority has received HUD approval to require the following additional criteria:

A. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with two coats of non-lead paint. An extension may be granted in severe weather.

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. A ¾” overflow pipe must be present on the hot water heater safety valves and installed down to within six inches of the floor.

12.5 TIME FRAMES AND CORRECTION OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

The Jefferson County Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 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 again, the owner and the participant will be advised to notify the Jefferson County Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 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.

E. 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 item in Section 12.6), 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 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the Jefferson County Housing Authority will abate payment and terminate the contract in accordance with Sections 12.7 and 16.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Jefferson County Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 16.0(B)(3).

F. 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 30 days of the initial inspection.

4. For major repairs, the owner will have up to 30 days to complete.

D. Extensions

At the sole discretion of the Jefferson County Housing Authority, extensions of up to 30 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 days after the initial inspection date, the Jefferson County Housing Authority 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.

12.6 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

A. No hot or cold water

B. No electricity

C. Inability to maintain adequate heat

D. Major plumbing leak

E. Natural gas leak

F. Broken lock(s) on first floor doors or windows

G. Broken windows that unduly allow weather elements into the unit

H. Electrical outlet smoking or sparking

I. Exposed electrical wires which could result in shock or fire

J. Unusable toilet when only one toilet is present in the unit

K. Security risks such as broken doors or windows that would allow intrusion

L. Other conditions which pose an immediate threat to health or safety

M. Smoke Detectors

12.7 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.

If the corrections of deficiencies are not made within the 30-day timeframe, the HAP contract is terminated. When the deficiencies are corrected, the Jefferson County Housing Authority will inspect the unit, and if the unit passes inspection, rent will resume and be paid the first day of the next month.

For tenant-caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the Jefferson County Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

13.0 RECERTIFICATION

13.1 Changes in Lease or Rent

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give the Jefferson County Housing Authority a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify the Jefferson County Housing Authority of any changes in the amount of rent at least sixty (60) days before the changes go into effect. Any such changes are subject to the Jefferson County Housing Authority determining them to be reasonable.

Assistance shall not be continued unless the Jefferson County Housing Authority has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

A. Requirements governing participant or owner responsibilities for utilities or appliances;

N. In the lease terms governing the term of the lease;

O. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of the Jefferson County Housing Authority is not required for changes other than those specified in A, B, or C above.

13.1.1 ANNUAL REEXAMINATION

At least annually the Jefferson County Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Jefferson County Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes instructions permitting the family to schedule 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, expenses, and other information necessary to determine the family's share

of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Jefferson County Housing Authority will determine the family's annual income and will calculate their family share.

13.1.2 Effective Date of Rent Changes for Annual Reexaminations

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

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

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

131.3 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 the Jefferson County Housing Authority taking action to terminate the family's assistance.

13.2 INTERIM REEXAMINATIONS

During an interim reexamination, all information affected by the changes that are required to be reported will be reviewed and verified.

Families must report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Jefferson County Housing Authority between regular reexaminations. These changes will trigger an interim reexamination.

A. A member has been added to the family through birth or adoption or court-awarded custody.

P. A household member is leaving or has left the family unit.

Q. Family break-up

In circumstances of a family break-up, the Jefferson County Housing Authority will make a determination of which family member will retain the voucher, taking into consideration the following factors;

1. To whom the voucher was issued.

2. The interest of minor children or of ill, elderly, or disabled family members.

3. Whether the assistance should remain with the family members remaining in the unit.

4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Jefferson County Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Jefferson County Housing Authority will make determinations on a case by case basis.

The Jefferson County Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 15.3.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Jefferson County Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Jefferson County Housing Authority will grant approval to add their name to the lease. Written approval

from the landlord must be received prior to the addition to the household. 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 first of the month after a 30-day notice.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Jefferson County Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

13.2.1 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, the Jefferson County Housing Authority may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined. For families who declare that they have no income, the family has to certify on a provided form that they have no income and will be required to make this certification on the provided form every 30 days.

13.2.2 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 will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

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

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

14.0 TERMINATION OF ASSISTANCE TO THE FAM ILY BY THE JEFFERSON COUNTY HOUSING AUTHORITY

The Housing Authority 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 a family member fails to sign and submit consent forms.

C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Jefferson County Housing Authority determines that a family member has knowingly permitted an ineligible citizen (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.

D. If any member of the family has ever been evicted from public housing in the past three years.

E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family in the past five years.

F. If any member of the family commits drug-related or violent criminal activity.

G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.

H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)

K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.

L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.

M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.

If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Jefferson County Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

15.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

15.1 COMPLAINTS

The Jefferson County Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Jefferson County Housing Authority requires that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

15.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The Jefferson County Housing Authority will give an applicant for participation in the Section 8 Voucher Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Jefferson County Housing Authority decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not Required

The Jefferson County Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Jefferson County Housing Authority subsidy standards.

2. A Jefferson County Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.

3. A Jefferson County Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A Jefferson County Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.

5. A Jefferson County Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.

6. General policy issues or class grievances.

7. Discretionary administrative determinations by the Jefferson County Housing Authority.

C. Informal Review Process

The Jefferson County Housing Authority will give an applicant an opportunity for an informal review of the Jefferson County Housing Authority decision denying assistance to the applicant. The procedure is as follows:

8. The review will be conducted by any person or persons designated by the Jefferson County Housing Authority other than the person who made or approved the decision under review or a subordinate person of this person.

9. The applicant will be given an opportunity to present written or oral objectives to the Jefferson County Housing Authority decision.

10. The Jefferson County Housing Authority will notify the applicant of the Jefferson County Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern or abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Jefferson County Housing Authority will consider evidence of whether the household member:

11. 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;

12. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

13. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status.

The applicant family may request that the Jefferson County Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 days of the receipt of the *Notice of Denial or Termination of Assistance,* or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized within 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.

15.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. The Jefferson County Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Jefferson County Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Jefferson County Housing Authority policies:

    a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

    b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Jefferson County Housing Authority utility allowance schedule.

c. A determination of the family unit size under the Jefferson County Housing Authority subsidy standards.

d. A determination that the Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Jefferson County Housing Authority subsidy standards, or the Jefferson County Housing Authority determination to deny the family's request for an exception from the standards.

e. A determination to terminate assistance for a participant family because of the family's action or failure to act.

f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Jefferson County Housing Authority policy and HUD rules.

2. In cases described in paragraphs 15.3(A)(1)(d), (e) and (f) of this Section, the Jefferson County Housing Authority will give the opportunity for an informal hearing before the Jefferson County Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The Jefferson County Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Jefferson County Housing Authority.

2. General policy issues or class grievances.

3. Establishment of the Jefferson County Housing Authority schedule of utility allowances for families in the program.

4. A Jefferson County Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.

5. A Jefferson County Housing Authority determination not to approve a unit or lease.

6. A Jefferson County Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Jefferson County Housing Authority will provide the opportunity for an informal hearing

for a decision to terminate assistance for a breach of the HQS caused by the family).

7. A Jefferson County Housing Authority determination that the unit is not in accordance with the HQS because of the family size.

8. A determination by the Jefferson County Housing Authority to exercise or not to exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

9. In the cases described in paragraphs 15.3(A)(1)(a), (b), and (c) of this Section, the Jefferson County Housing Authority will notify the family that the family may ask for an explanation of the basis of the Jefferson County Housing Authority determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

10. In the cases described in paragraphs 15.3(A)(1)(d), (e), and (f) of this Section, the Jefferson County Housing Authority will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:

    a. Contain a brief statement of the reasons for the decision; and

    b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The Jefferson County Housing Authority and participants will adhere to the following procedures:

1. Discovery

    a. The family will be given the opportunity to examine before the hearing any Jefferson County Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such documents at the family's expense. If the Jefferson County Housing Authority does not make the document(s) available for examination on request of the family, the Jefferson County Housing Authority may not rely on the document at the hearing.

b. The Jefferson County Housing Authority will be given the opportunity to examine, at the Jefferson County Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The Jefferson County Housing Authority will be allowed to copy any such document at the Jefferson County Housing Authority 's expense. If the family does not make the document(s) available for examination on request of the Jefferson County Housing Authority, the family may not rely on the document(s) at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

c. The hearing will be conducted by any person or persons designated by the Jefferson County Housing Authority, other than a person who made or approved the decision under review or a subordinate or this person.

d. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Jefferson County Housing Authority hearing procedures.

4. Evidence

The Jefferson County Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The Jefferson County Housing Authority is not bound by a hearing decision:

a. Concerning a mater for which the Jefferson County Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Jefferson County Housing Authority hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

e. If the Jefferson County Housing Authority determines that it is not bound by a hearing decision, the Jefferson County Housing Authority will notify the family within 14 calendar days of the determinate, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession or personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Jefferson County Housing Authority will consider evidence of whether the household member:

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

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse or alcohol; or

3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Jefferson County Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

16.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Jefferson County Housing Authority. Under some circumstances the contract automatically terminates.

A. Termination of the Lease

1. By the family

a. The family may terminate the lease without cause upon proper notice to the owner and to the Jefferson County Housing Authority after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner

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 imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;

iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

iv. Any drug-related or violent criminal activity on or near the premises;

v. Other good cause. Other good cause may include, but is not limited to:

(1) Failure by the family to accept the offer of a new lease;

(2) Family history or 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.

a. 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.

b. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give the Jefferson County Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

c. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. By Mutual Agreement

a. 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 the Jefferson County Housing Authority terminates assistance to the family, the contract terminates automatically.

(b) If the family moves out of the unit, the contract terminates automatically.

(c) 180 calendar days after the last housing assistance payment to the owner.

1. Termination of the Contract by the Owner

a. The owner may only terminate tenancy in accordance with lease and State and local law.

2. Termination of the HAP Contract by the Jefferson County Housing Authority

The Housing Authority may terminate the HAP contract because:

a. The Housing Authority 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. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.

d. When the family breaks up and the Jefferson County Housing Authority determines that the family members who move from the unit will continue to receive the assistance.

e. The Jefferson County Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

f. 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 Act.

iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.

v. If the owner has engaged in drug-related criminal activity or any violent criminal activity.

a. 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 Authority will continue to make payments until the owner obtains a judgment or the family moves out.

17.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for the Jefferson County Housing Authority to spend money from its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

18.0 SPECIAL HOUSING TYPES

In accordance with the requirements of the program, the PHA may permit a family to use any of the following Special Housing Types only in the case where it is needed as a reasonable accommodation readily accessible to and usable by persons with disabilities to use any of the following Special Housing Types:

1. Single Room Occupancy Housing
2. Congregate Housing
3. Group Homes
4. Shared Housing
5. Cooperative Housing
6. Homeownership
7. Mobile home pad

18.1 HOMEOWNERSHIP

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family.

The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

The PHA may make homeownership available to all who qualify, or restrict homeownership to families or purposes defined by the PHA. The PHA may also limit the number of families assisted with homeownership.

The PHA will offer the homeownership option to a total of five applicant and participant families who meet the eligibility requirements listed below.

18.1.1 Eligibility Requirements

The family must meet all of the requirements listed below before the commencement of homeownership assistance.

8. The family must be eligible for the Housing Choice Voucher Program.
9. The family must be a current participant of the Section 8 Program.
10. The family must qualify as a first-time homeowner, or may be a cooperative member.

11. The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. Unless the family is elderly or disabled, income from welfare assistance will not be counted toward this requirement.

12. The family must meet the Federal minimum employment requirement. At least one adult family member who will own the home must be currently employed full time and must have been continuously employed for one year prior to homeownership assistance. HUD regulations define "full time employment" as not less than an average of 30 hours per week. The Federal minimum employment requirement does not apply to elderly or disabled families.

Any family member who has previously defaulted on a mortgage obtained through the homeownership option is bared from receiving future homeownership assistance.

The PHA will impose the following additional initial requirements:

13. The family has had no family-caused violations of HUD's Housing Quality Standards within the last year.

14. The family must be a current participant of the Section 8 Program.

15. The family is not within the initial 1-year period of HAP Contract.

16. The family does not owe money to any PHA.

18.1.2 Homeownership Counseling Requirements

When the family has been determined eligible, they must attend and complete home ownership counseling sessions. These counseling sessions may be conducted by a HUD approved housing counseling agency.

The following topics will be included in the homeownership counseling sessions:

17. Budget and money management

18. Credit counseling

19. How to negotiate the purchase price of the home

20. How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing.

21. How to find a home, including information about homeownership opportunities, schools and transportation in the PHA jurisdiction.

22. Information about RESPA, state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

18.2 ELIGIBLE UNITS

The unit must meet the following requirements:

23. The unit must meet the HUD's "Eligible Housing" requirements. The unit may not be any of the following:

    A. A public housing or Indian housing unit.

    B. A unit receiving Section 8 project-based assistance.

    C. A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services.

    D. A college or other school dormitory.

    E. On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.

1. The unit was already existing or under construction at the time the family was Determined eligible for homeownership assistance.

2. The unit is a one-unit property or a single dwelling unit in a cooperative of condominium.

3. The unit has been inspected by the PHA and by an independent inspector designated by the family.

4. The unit meets the HUD Housing Quality Standards.

The PHA must not approve the seller of the unit if the PHA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

18.3 PHA SEARCH AND PURCHASE REQUIREMENTS

The PHA has established the maximum time that will be allowed for a family to locate and purchase a home.

The family's deadline date for locating a home to purchase will be up to 120 days from the date the family's eligibility for the homeownership option is determined.

The family must obtain financing for the home within 90 days from the date of locating the home to purchase.

If the family is unable to purchase a home within the maximum time limit, the PHA will issue a Voucher to lease a unit.

18.4 INSPECTION AND CONTRACT

The unit must meet Housing Quality Standards, and must also be inspected by an independent professional inspector selected and paid by the family.

The independent inspection must cover major building systems and components. The inspector must be qualified to identify physical defects and report on property conditions, including major building systems and components. These systems and components include, but are not limited to:

A. Foundation and structure.

B. Housing Interior and exterior.

C. Roofing.

D. Plumbing, electrical and heating systems.

E. Infestation.

The independent inspector must not be a PHA employee and contractor. The PHA will not require the family to use an independent inspector selected by the PHA, but the PHA has established the following standards for qualification of inspectors selected by the family:

A. The individual must be certified in the above areas and must do these types of inspections on an on-going basis.

Copies of the independent inspection report will be provided to the family and the PHA. Based on the information in this report, the family and the PHA will determine whether any pre-purchase repairs are necessary.

The PHA may disapprove the unit for homeownership assistance because of information in the report.

The family must enter into a contract of sale with the seller of the unit. A copy of the contract must be given to the PHA. The contract of sale must specify the price

and terms of sale, and provide the purchase will arrange for a pre-purchase independent inspection of the home. The contract must also:

1. Provide the purchaser is not obligated to buy the unit unless the inspection is satisfactory.

2. Provide the purchaser is not obligated to pay for necessary repairs.

3. Contain the sellers' certification that he or she has not been debarred, suspended or subject to a limited denial of participation.

18.5 FINANCING

The family is responsible for securing financing. The PHA has established financing requirements, listed below, and may disapprove proposed financing if the PHA determines that the debt is unaffordable.

The PHA will prohibit the following forms of financing:

4. Balloon payment mortgages.

5. Variable interest rate loans.

6. Seller financing.

The PHA will require minimum cash down payment of 3% of the purchase price to be paid from the family's resources.

18.6 CONTINUED ASSISTANCE

Homeownership assistance may only be paid while the family is residing in the home. The family or lender is not required to refund homeownership assistance for the month when the family moves out.

The family must comply with the following obligations:

7. The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.

8. The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to CFR 982.551 (h) and (i).

9. The family must supply information to the PHA or HUD as specified in CFR 982.551 (b). The family must further supply any information required

by the PHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.

10. The family must notify the PHA before moving out of the home.

11. The family must notify the PHA if the family defaults on the mortgage used to purchase the home.

12. No family member may have any ownership interest in any other residential property.

13. The family must attend and complete ongoing homeownership counseling.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

18.7 MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE

Except in the case of elderly or disabled families, the maximum term of homeownership assistance is:

14. 15 years, if the initial mortgage term is 20 years or longer, or
15. 10 years in all other cases.

The elderly exception only applies if the family qualified as elderly at the start of homeownership assistance. The disabled exception applies if, at any time during receipt of homeownership assistance, the family qualifies as disabled.

If the family ceases to qualify as elderly or disabled during the course or homeownership assistance, the maximum term becomes applicable from the date assistance commenced. However, such a family must be afforded at least six months of homeownership assistance after the maximum term becomes applicable.

If the family receives homeownership assistance for different homes, or from different PHAs, the total is subject to the maximum term limitations.

1.8 HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES

The monthly homeownership assistance payment is the lower of the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, the PHA will use the same payment standard schedule, payment standard amounts, the subsidy standards as those described in this plan for the Housing Choice Voucher Program.

The PHA will pay the homeownership assistance payment directly to the lender on behalf of the family. Any amount over the payment will be paid directly to the family.

Some homeownership expenses are allowances or standards determined by the PHA in accordance with HUD regulations. These allowances are used in determining expenses for all homeownership families and are not based on the condition of the home.

Homeownership expenses include:

1. Principal and interest on mortgage debt.

2. Mortgage insurance premiums.

3. Taxes and insurance.

4. The PHA utility allowance used for the voucher program.

5. The PHA allowance of $25.00 for routine maintenance costs.

6. The PHA allowances of $25.00 for major repairs and replacements.

7. Principal and interest on debt for improvements.

18.9 PORTABILITY

Subject to the restrictions on portability included in HUD regulations and in Chapter 13 of this plan, the family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families.

The receiving PHA may absorb the family into its voucher program, or bill the initial PHA. The receiving PHA arranges for housing counseling and the receiving PHA's homeownership policies apply.

18.10 MOVING WITH CONTINUED ASSISTANCE

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

The PHA prohibits more than one move by the family during any one-year period.

18.11 DENIAL OR TERMINATION OF ASSISTANCE

Termination of homeownership assistance is governed by the policies for the Housing Choice Voucher program contained in Chapter 15 of the Administrative Plan. However, the provision of CFR 982.551(c) through (j) is not applicable to homeownership.

The PHA will terminate homeownership assistance if the family is dispossessed from the home due to a judgment or order of foreclosure.

Rental assistance will be denied if the family defaulted on an FHA-insured mortgage.

The PHA will terminate homeownership assistance if the family violates any of the family obligations contained in this section.

19.0 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, the Jefferson County Housing Authority will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

20.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

A. New HAP Contracts

On and after October 1, 1999, the Jefferson County Housing Authority will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

B. Voucher Tenancy

If the Jefferson County Housing Authority had entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999, on and after October 1, 1999, such tenancy will continue to be considered and treated as a tenancy under the voucher program and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b) (2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

21.0 GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. (24 CFR 982.4)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative Fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under State and local law.

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

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

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

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 or 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 Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

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-related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

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

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

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Extremely low-income families: Family whose income is between 0 and 30 percent 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 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. HUD has set the one-person 30% of median income limit at least as high as the State SSI benefit level.

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

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

Family Rent to Owner: In the voucher program, the portion of rent to owner paid by the family.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing and Section 8 Program to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

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.

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 12 persons who are elderly or persons with disabilities (including any live-in aide).

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an unexpired housing voucher.

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

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. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both; (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Legal capacity: The participant is bound by the terms of the lease and 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.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. (1937 Act).

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of $1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or

b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: one twelfth of adjusted income.

Monthly income: one twelfth of annual income.

Mutual housing: is included in the definition of "cooperative."

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family: A family whose head, spouse, or sole member is at 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 as been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

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

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

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

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant families): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

a. Has a disability as defined in Section 223 of the Social Security Act,

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

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those or any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

(1) is expected to be of long-continued and indefinite duration;

(2) substantially impedes his or her ability to live independently, and

(3) is of such a nature that such ability could be improved by more suitable housing conditions, or

a. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act.

"Severe chronic disability that:

(1) is attributable to a mental or physical impairment or combination of mental and physical impairments;

(2) is manifested before the person attains age 22;

(3) is likely to continue indefinitely;

(4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

(5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

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.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

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

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

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 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 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.

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).

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: See suspension.

Total tenant payment (TTP):

(1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:

(a) 30% of the family's monthly adjusted income;

(b) 10% of the family's monthly income;

(c) Minimum rent; or

(d) If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designed by such agency to meet the family's housing costs, the portion of such payments which is so designated.

(1) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household or modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. In the certificate program, if the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, 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, 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: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. (1937 Act)

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes

the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. (24 CFR 982.4)

Welfare assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Welfare-to-Work (WTW) families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

14 22.0 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

SSA: Social Security Administration

TTP: Total Tenant Payment

ATTACHMENT O

_DECEMBER 14, 2004 04-21__
Date Adopted Resolution #

JEFFERSON COUNTY HOUSING AUTHORITY

PERSONNEL POLICY

EMPLOYEE;

WELCOME! You are an integral part of the organization and we are pleased to have you as an employee.

We have prepared the introduction and following information to help you understand your relationship with the Authority and those with whom you work.

Please read the information carefully. Most personnel situations are covered. We recognize that there are always extraordinary circumstances that will require special attention. We encourage you to discuss these with your supervisor. If your supervisor is unable to respond to your satisfaction, the matter may be presented to the Executive Director without fear of retaliation.

A copy of the Personnel Plan shall be made available to each employee on initial date of employment. This policy shall be read by the employee, and his name shall be signed stating the fact that he has read and understood the provisions of said policy and Housing Authority's rules and regulations. (attached)

I. ORGANIZATION

A. Board of Commissioners of the Housing Authority (hereinafter referred to as "Board")

All Board members are appointed by the Jefferson County Commissioners.

The Board members are not paid for their work. This is an additional way of furthering their credibility as advocates for appropriate program.

The Board delegates day-to-day decision making to the Executive Director. This approach is similar to any private corporation and is vital to efficient and compatible internal operations. The Board's major responsibility includes the making of policies and assuring compliance therewith.

B. Executive Director

The Executive Director is the Chief Executive Officer of the Authority. She is responsible for the management and administration of the day-to-day activities.

She may delegate specific responsibilities to staff who report directly to her.

She is accountable to the Board for all staff actions.

She is the direct contact person for all major external relationships. These include governmental agencies, county commissioners, consultants, legal counsel, and others where the relationship cannot be amicably cared for by subordinates.

She shall have the primary responsibility of enforcement of the provisions and purposes of this Personnel Policy.

C. Supervisor - Employee Relations

We realize that our strength and future growth depend directly upon the contribution made by every employee of our organization. We also know that high productivity and efficiency result from your individual job satisfaction and happiness.

Our policy is to be frank, fair, and honest with the personnel always and to respect their rights as employees. We shall continue to strive to achieve mutual respect in our working relationship. We will always insist that our supervisors do all in their power to carry out such a policy.

To continue working together successfully, each employee and each supervisor must realize that harmonious relationships was not entirely a matter of rules but are the outgrowth of daily decisions and friendly attitudes of team spirit.

Employees should accept the advice and/or criticism of their supervisors in this manner and look toward the supervisor for helpful and constructive guidance.

Each employee is expected to be considerate of fellow employees, whether they are supervisors, subordinates, or equals., Employees must not work in a manner that willfully obstructs or hinders another employee from completing his duties.

Employees must work in a manner safe to both themselves and their fellow workers,. Personal problems between employees should not be persued at work.

II PERSONNEL ADMINISTRATION

A. Merit System – The employment of personnel and all actions affecting employees shall be based solely on merit, demonstrated ability, experience and training. Seniority is not solely determinative.

B. Non-discrimination – There shall be no discrimination against employees or applicants for employment on account of race, creed, color, national origin, sex, age, handicap, or any political or union affiliation..

This is in accordance with the Authority's Affirmative Action Plan adopted by the Board on June 9, 1992.

C. Politics – All members, officers, and employees of the Housing Authority whose employment as such constitutes their principal employment, are subject to the provisions of Section 12(a)of the Hatch Act, and are subject to Section 904 of the Civil Service Act, Prohibition of Political Activities.

All employees who are covered by Civil Service, are subject to the rules and regulations as promulgated by the State Civil Service Commission.

If any individual who is also engaged in some other employment or occupation is doubtful as to his status under the Hatch Act may present the matter in writing to the State Civil Service Commission for ruling.

D. Nepotism - The employment of more than one member of the same Immediate family shall be avoided insofar as possible.

III CLASSIFICATION OF EMPLOYEES

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A. Regular Employee – A regular full-time position shall require regular Scheduled work hours for the full work week consisting of forty (40) hours.

B. Regular Part-Time Employees – A regular part-time position shall require employment for less than the maximum hours prescribed in the regular forty hour work week for employees who are regularly employed throughout the year on a part-time basis. They may be salaried or may receive hourly wage.

C. Temporary Part-Time Employee – Temporary part-time employees shall include all employees who are temporarily employed on a part-time basis to fill temporary needs of the Housing Authority. They shall be paid hourly.

D. Probationary Employee – During the first ninety (90) days of their employment with the Housing Authority, employees in all categories shall be classified as probationary employees. Annual leave and sick leave may be accumulated during the probationary period. After ninety (90) days the probationary period will automatically terminate unless it is extended for an additional ninety (90) days by the Executive Director. Only one extension of the ninety (90) day probationary period shall be afforded to each employee. During the period of probation an employee has no rights and can be terminated without cause or reason.

E. Each employee shall be given the authority necessary to perform their assigned duties.

F. The duties and responsibilities of each job classification shall be set forth in writing. Each employee shall be given a copy of their job description.

IV. PERSONNEL FILES

A. A personnel file shall be maintained for each employee. It shall include documentation from the original interview through the exit interview, including but not limited to significant reports, salary adjustment data, disciplinary action, leave records, evaluation, etc.

B. The employee may request in writing to review their personnel files in the presence of the Executive Director or Deputy Executive Director.

V. PERSONNEL ACTIONS

A. The authority to hire, promote, transfer, demote, suspend and separate personnel shall be vested in the Executive Director. The Executive Director shall follow Civil Service regulations and directives in regards to all personnel actions.

B. Persons desiring employment shall file written applications setting forth their qualifications, experiences, references and other information as may be required.

C. Persons desiring employment for positions covered by Civil Service must complete an application for the State Civil Commission and be placed on the appropriate list.

D. Vacated or newly established positions shall be filled to the fullest extent consistent with efficient operations by the promotion of qualified employees.

E. An employee shall be subject to demotion under the following conditions:

1. If they have been found unsuited for their present position but may be expected to give satisfactory service in a lower paying position.

2. If employee voluntarily requests a demotion.

3. Under Section 99.42 of the Civil Service Commission Rules, when a position is reallocated downward the incumbent shall be reassigned whenever possible. If reassignment is not possible or incumbent declines reassignment they shall remain in the position. Additionally, under Commonwealth Personnel Rules the incumbent shall receive no reduction in pay.

4. All actions for demotion regarding classified positions under Civil Service will follow Section 706 of the Civil Service Act.

F. Employees shall be reassigned within the Authority as far as practicable to Positions where their highest skills will be best utilized.

G. An employee may be suspended from duty without pay for a period up to thirty (30) work days as permitted in Section 803, Civil Service Act and Section l05.l – 105.3, of the Civil Service Rules for:

1. Disciplinary reasons.

2. Pending investigation of charges where the presence of the employee at work constitutes a hazard either to the Housing Authority, their tenants, other employees, or to himself. If investigation does not bear out the charges and the employee is retained, he shall be paid for the period of suspension.

H. An employee who desires to terminate his employment shall submit a written resignation at least two (2) weeks in advance, setting forth his reason for resigning. If done so, they shall be entitled to collect pay for unused annual leave.

I. An employee who give unsatisfactory service or who is guilty of substantial violation of rules and regulations and this Personnel Policy shall be subject to dismissal. In such case the employee, if he desires, shall be given a hearing before the Executive Director and if necessary to resolve the case, before the Board of Commissioners.

J. If it is necessary to reduce personnel, the selection of employees to be retained shall be based primarily on their relative efficiency and the necessity of the duties entailed. Other things being equal, length of service shall be given consideration. The Authority will comply with the Civil Service Management Directives 580.20.

VI. WORKING HOUR

A. Regular work week shall consist of forty (40) hours for maintenance and management staff. The work day shall begin at 8:00 a.m. and end at 4:30 p.m., Monday to Friday. All hours over forty (40) shall be paid at a rate of one and a half times the hourly rate.

B. The Executive Director may from time to time set different hours of employment for employees depending upon the needs and demands of the Housing Authority based, however, on a forty (40) hour work week.

C. Overtime work shall be avoided as far as possible, but may be required by the Executive Director in the interest of an efficient operation.

D. All full time employees working an eight hour shift will have a thirty (30) minute unpaid lunch break near the middle of their shift. Employees may not shorten or forego lunch period to shorten their workday.

E. No formal break periods will take place during the working day. However, employees may consume light refreshments at their work stations provided that it does not distract from their job performance.

F, Employees are not permitted to work on the premises during closed hours without prior authorization from the Executive Director, Deputy Executive Director (office), or Maintenance Manager (maintenance) except for emergency work orders as defined in the Emergency Work Order Listing.

G. Employees leaving the premises during work-hours for reasons other than company business shall request permission from the Director, Deputy Director, Maintenance Manager, or the delegate.

VII. ABSENCE FROM WORK

A. The following regulations consistent with local public practice are Established:

The following holidays shall be observed with pay:

New Year's Day	Labor Day
President's Day	Election Day (2)
Good Friday	Columbus Day
Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day (2)
	Christmas Day

B. Annual Leave - Regular full-time employee of the Authority shall be Given annual leave as follows:

1st year of service	-	5 days per year
2-5 years of service	-	10 days per year
5-15 years of service	-	15 days per year
15 – 20 years of service	-	20 days per year
20 years & up	-	25 days per year

Annual leave may not be accrued from one year to the next. Approval may be given by the Executive Director or the Board of Commissioners if it is necessary for the efficient operations of the Authority.

An employee who terminates his employment or who is dismissed will not be paid for more than twenty-five (25) working days unused annual leave.

C. Regular part-time employees shall be entitled to annual leave days, sick days and holidays, to the extent and in proportion to that which their work compares to the work week of a regular full-time employee.

D. Temporary part-time employees are not eligible for any benefits.

E. Annual leave shall be granted at such time as the Executive Director or the Authority can best dispense with the services of the employee requesting the annual leave. Each employee shall obtain the permission of their immediate supervisor and of the Executive Director before they take annual leave. A written request for annual leave shall be made to the Executive Director before the annual leave is to begin. In case of conflicts, seniority shall take precedence.

F. Sick Leave – Each employee may be entitled to twelve (12) days paid sick leave per year providing, however, that such sick leave may be taken only for the personal sickness of the employee or the personal illness of the employee's spouse or child if attendance of the employee is required. Prior to being eligible for any sick leave the employee must report his sickness at least one hour prior to the time for commencing work to the Executive Director, or in the event she is not available one of the administrative staff shall be called. The Authority reserves the right to request a written doctor's excuse prior to the granting of any sick leave pay.

A Doctor's statement may be required after a three (3) day illness.

Sick leave may be accrued with a carry over of thirty (30) days from one year to the next to a maximum accrual of forty-two (42) working days

An employee who is dismissed shall not be paid for any unused/accrued sick leave, nor shall an employee who does not take sick leave be paid for it.

G. Leave without Pay – Any employee may be eligible for a leave of absence without pay for reasons beyond their control and who has urgent and unavoidable needs for time off from the Authority for a period up to twenty (20) working days.

H. In the event of extended leave, premium payment of employee's hospitalization, life, sick and accident policy will be paid by the Housing Authority. Employee will continue to be eligible for vacation and sick leave. However, paid holidays would not be honored during the extended leave period.

I Absence without Authorization – Absence without proper approval may be considered sufficient cause for suspension or dismissal of the employee at the discretion of the Authority. If an employee is absent without proper authorization, deduction shall be made from his pay for the period of absence.

J. Military Leave – An employee who leaves his position to enter military service in time of war or any period of national emergency as declared by the President in connection with national defense or by reason of being drafted shall be carried on the rolls in a military leave status. Upon his honorable discharge from military service, he shall be entitled to be restored to his same position equally acceptable to him for which he is qualified, provided he applies for reemployment within 90 days after his discharge or before the expiration of any statutory right to reemployment, if later. Military leave of absence with pay, in accordance with the number of calendar days each calendar year permitted by existing State and Federal Law, will be granted to permanent employees who are reservists of the Armed Forces or members of the National Guard engaged in active duty, training, or military aid to enforce the law. Such compensation shall be the difference between the employee's normal pay and that which he receives from the military while on duty.

K. Court Leave - A summons or subpoena must be legally served and may be for serving or for jury duty. All employees when actually summoned, shall immediately inform the Executive Director.

L. Funeral Leave – An employee will be granted three (3) days with pay if absence is due to a death in the immediate family. (mother, father, brother, sister, son, daughter, spouse, mother-in-law, father-in-law, or a relative living in the employee's household).

One (1) day with pay will be granted to employees to attend funerals of Brother-in-law, sister-in-law, grandparents and grandchildren.

All other without pay, or if employee requires more days than allotted such days are without pay.

M. Maternity Leave – An employee who becomes pregnant shall notify her Supervisor in writing as soon as pregnancy has been definitely determined. Such notice shall be accompanied by a physician's statement setting forth the date of the expected birth.

Female employees who become pregnant shall be entitled to a maximum of six (6) calendar months maternity leave and shall have the right to return to the same or an equivalent position without forfeiting any seniority rights.

An employee is entitled to use accrued sick leave as well as unused vacation time for the period that she is unable to work as certified by a physician. All other periods of leave related to childbirth leave shall be leave without pay.

N. Office Closed

Administration – If weather or extenuating circumstances necessitates the closing of the office by the Executive Director, employees will not lose the day's wages. If the office remains open and employees chooses not to come to work, the employee must lose day's wages or use vacation day.

Maintenance – If maintenance staff is requested to work on days when the office is closed due to weather or extenuating circumstances, they will be granted compensation time off to be used within sixty day.

O. Employee Benefits

A. Health Care Coverage Includes: (l00 % paid premium for employee and family)

1. Blue Cross – Select Blue High Option
   In-Network no deductible
   Out-of-Network $500/$l,000 deductible
   Emergency Room - $35.00 co-pay if not admitted

2. Blue Shield - $ 10.00 co-pay

3. Highmark - Prescription
   $10.00 co-pay generic drugs
   $20.00 co-pay brand name drugs

4. Highmark Life & Casualty – Employee Only
   Life – 2X salary to maximum $100,000.00
   Sick & Accident – 2/3 of weekly gross wages

5. Metlife
   Dental – Preventive & General Services 100%
   Major & Orthodontic 50%

6. Vision Benefits of America
   Vision – Exam, Lenses, Frames 100%
   Contacts $100.00

Employees have the choice to waiver medical coverage under the Housing Authority's Policy in exchange for cash compensation. Coverage includes medical, prescription, dental and vision benefits.

Employees are required to submit a waiver to choose the medical adjustment in lieu of coverage. A taxable payment of $200.00 will be paid on a monthly basis as long as the waiver is in effect.
Once the employee has waived health coverage it will continue in effect until re-enrollment during a subsequent open enrollment period or re-enrollment due to loss of alternative coverage.

B. Retirement

SEP-IRA – 7% of gross pay deposited with Metropolitan Insurance Monthly. (Employer's contribution) (Employee contribution optional)

C. Maintenance Uniforms

Maintenance employees will be issued 5 uniform sets following 30 days of successful employment.

D. Individual Self-Pay employee benefit options

1. Timberland Federal Credit Union

Each employee is provided the opportunity to become a member of the Credit Union and have his or her pay directly deposited on a weekly basis. You will need to speak to the Authority's accountant, for further details.

2. AFLAC Coverages

The Authority provides each employee the option to self-pay through payroll deduction for additional benefits offered by AFLAC Insurance Company.

VIII. SALARY/WAGES

A. Maintenance Wages – Wages are determined by the Department of Housing and Urban Development through the wage determination rates. Each job classification is listed with the appropriate wage rate. Employee's performance evaluations and recommendation for increases are presented to the Board of Commissioners by the Executive Director. Acceptance of the Maintenance Wage Determination Rate is by Board Resolution.

B. Administrative Salaries– Individual salaries are determined by the Board Of Commissioners after review of employee's performance evaluation and recommendations from the Executive Director

C, Salary Adjustments – Adjustments will commence on the first day of the Authority's fiscal year (April l). All increases are subject to budget restraints and HUD approval.

IX. HEALTH AND WELFARE

A. A full-time employee shall be covered by and involved in a hospitalization plan, life and accident policy and retirement plan. All employees shall be covered by workman's compensation insurance.

B. Regular part-time employees shall be entitled to the above benefits to the extent and in proportion to that which their work compares to the work week of a regular full-time employee.

X. TRAINING

In service training shall be provided to aid employees to gain efficiency in their work. Attendance at workshops and out of town conferences directly or indirectly important to all Housing Programs or management may be recommended by the Executive Director.

XI. GRIEVANCES

A. Any employee of the Housing Authority who feels they have a legitimate Grievance concerning operations of the Housing Authority or its staff has the right to present their grievances, individually, as a group, or through their designated representatives. In so doing, employees shall have assurance of freedom from restraint, interference, discrimination and reprisal.

B. Employee's grievances shall be presented to their immediate supervisor. If the employee is unable to obtain satisfaction from his supervisor, the grievance may be presented to the Executive Director.

C. If after having presented their grievances to the Executive Director the Employee is still unable to satisfactorily resolve the situation the employee may request in writing a hearing with the Board of Commissioners. The Board shall meet within one month of the employee's request to consider the grievance. Within ten (10) days from their consideration, a written decision shall be given the employee through the Executive Director.

D. Section 951 of the Civil Service Act grants all civil service covered employees appeal rights of any adverse personnel action and an employee may decide to exercise this right of appeal without first going through an agency appeal procedure.

XII. DISCIPLINARY PROCEDURES

A. Violations of these or the employees rules, regulations and procedures of the Authority may result in disciplinary action as deemed appropriated by the Executive Director.

B. The Executive Director shall have the Authority to discipline employees in any or all of the following ways;

1. Subject employee to one day to five working days (1-5) leave of absence without pay.

2. Termination of employment.

C. Before taking any disciplinary action the Executive Director shall make every effort to ascertain all of the facts involved in the case by consulting with the employee involved and the employee's supervisor.

XIII. PERFORMANCE EVALUATION

All employees shall receive an annual performance evaluation. This will be noted in employee's service records and shall be considered in regards to personnel actions and salary increases.

XIV. TRAVEL – MILEAGE

A. Reimbursement for use of a privately owned automobile for local, county, or out of town travel by staff or Board of Commissioner will be reimbursed Thirty One (.31) cents per mile. Detailed mileage records will be filed to support reimbursement.

B. Transportation costs for employee or Commissioners authorized to travel on official business of the Housing Authority shall be paid by the Authority

C. If your job requires use of an Authority owned vehicle, it may be used only for purposes that are related to Authority business.

XV. TRAVEL - EXPENSES

A. Actual subsistence expense will be paid by the Housing Authority to Authority employees and Board of Commissioner for travel expenses regarding official business. Reimbursement must be supported by receipts and other documentation of actual expenses. Receipts are to be secured for all expense items of more than $15.00. Other documentation includes a listing of each item, the date and amount related thereto.

B. The cost of taxi fares, telephone calls, telegrams, secretarial services and similar items necessarily incident to the performance of official business, shall be considered reimbursable items.

C. Employees or Board Members of the Authority may perform official travel upon authorization by the Board. Approval of the Annual Budget, indicating conferences and workshop anticipated to be attended shall constitute Board Authorization thereby eliminating the necessity for obtaining Board approval for each trip.

XVI. GENERAL PROCEDURES

A. Each employee shall perform their job in accordance with all Federal , State and Local laws and regulations that may apply,. They shall be particularly concerned with the following:

1. Provisions of the Hatch Act which limits the political activities of all Federal employees.
2. All regulations of the Federal Department of Housing And Urban Development which apply to their particular Job responsibility in the Housing Authority.

B. Each employee of the Authority should make every effort to be courteous, helpful, and cooperative in their dealing with the general public and the tenants they serve. At the same time, every employee of the Authority should realize that some information pertaining to the activities of the Authority is of a confidential nature. Consequently, if any employee receives a specific request for information whether from a private individual, community agency, a person directly involved in a housing development, a public official, or a representative of the press, the procedure is as follows:

l. Clear the request with your supervisor. If possible the supervisor should respond to the inquirer, or delegate it to the appropriate employee.

2. All releases to the media shall be given by the Executive Director or Deputy Executive Director.,

3. All releases of written material must be approved by the Executive Director or Deputy Executive Director.

C. Each employee is expected to use good discretion upon entering any unit for any reason. The Housing Authority does not want to place any employee in a situation where they may feel that their life is in danger or that will create an undesirable situation.

XVII. SEXUAL HARASSMENT

It is and has always been the Housing Authority's policy that all employees should be able to work in an environment free from all forms of discrimination, including sexual harassment.

Sexual harassment is a form of misconduct which undermines the integrity of the employment relationship. No employee should be subject to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical.

Sexual harassment does not refer to casual conversation, or compliments of a socially acceptable nature. It refers to behavior which is not welcome and which is personally offensive, interfering with effectiveness, or creating uneasiness on the job.

Such conduct, whether committed by supervisors or nonsupervisory personnel, is specifically prohibited. This includes repeated offensive sexual flirtations, advances or propositions; continued or repeated verbal abuse of a sexual nature, graphic or degrading verbal comments about an individual or his/her appearance, the display of sexually suggestive objects or pictures, or any offensive or abusive physical contact.

No individual should imply to an employee that lack of cooperation of a sexual nature would in some way negatively affect a person's employment, assignment, compensation, advancement, career development, or any other condition of employment. Any such actions will bring prompt and certain disciplinary action, including possible termination.

If you believe that you have been subjected to sexual harassment or intimidation on the job, you are strongly encouraged to bring this to the immediate attention of your supervisor or the Housing Authority Board of Directors. All such complaints will be promptly and fairly investigated and, where appropriate, immediate corrective action will be taken. To the

highest degree possible, allowing for a fair investigation, all such complaints will be treated in the strictest confidence,. You will not suffer any retaliation for reporting your concerns.

XVIII DRUG AND ALCOHOL POLICY

The Jefferson County Housing Authority has certified that the following locations have been declared a drug-free workplace for the employees of the Housing Authority:

PA 61-1, Jefferson Street Hi-Rise
PA 61-2, Beyer Avenue Terrace
PA 61-3, Sunrise Terrace
PA 61-4, Breezeway Terrace
PA 61-5, Cascade Village
PA 61-7, Forest View Terrace
PA 61-8, Skyview Terrace
Toby Terrace
C.A.R.E.S. Units

In some ways, the problem drinker or drug user may deserve sympathy, by the Housing Authority can rarely afford it. They have every reason not to want to such a person in public contact; they have even more reason not to want that person driving an Authority vehicle.

Drinking alcoholic beverages during work hours and meal breaks, by employees of the Housing Authority is absolutely forbidden.

The use of non-prescribed drugs, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including marijuana, is also prohibited during working hours, meal breaks or on Authority property. Any employee found in violation of this policy will be subject to disciplinary action which could lead to dismissal.

The Jefferson County Housing Authority recognizes alcoholism and drug dependency as an illness for which there is effective treatment and rehabilitation.

Persons who suspect that they may have an alcoholism or drug dependency problem, even in its early stages, are encouraged to seek diagnosis, and follow through with the treatment that may be prescribed by qualified professionals, in order to arrest the problem as early as possible.

Any person having these problems will receive the same careful consideration and offer of treatment that is presently extended under our existing benefit plans to those having other physical disability.

The same benefits and insurance coverages that are provided for all other diseases under the established benefit plan will be available for individuals who accept medically approved treatment of alcoholism or drug dependency according to their health plan.

The concern of this policy is limited to those instances of alcoholism or drug dependency which affect job performance. The policy is designed solely to achieve restoration of health and full recovery.

It will be the responsibility of all managers to implement this policy and to assure that no person with an alcoholism or drug dependency problem will have his/her job security or promotional opportunities jeopardized by a request for diagnosis and treatment.

The decision to request a diagnosis and accept treatment for alcoholism is the personal responsibility of the individual. An individual's refusal to accept referral for diagnosis or to follow prescribed treatment will be handled in accordance with existing policies with respect to job performance.

The confidential nature of the medical records of individuals with alcoholism or drug dependency will be preserved.

Persons participating in a rehabilitation program will be expected to meet existing job performance standards and established work rules.

Nothing in this statement of policy is to be interpreted as constituting a waiver of management's responsibility to maintain discipline, or the right to take disciplinary measures in the case of poor performance or misconduct that may result from alcoholism or drug dependency.

If any employee feels that drugs or alcohol has become a problem that is reflected in poor job performance, he is strongly urged to speak with his/her supervisor.

It is understood that any employee of the Jefferson County Housing Authority will abide by the terms of this policy and notify the Housing Authority of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

The Housing Authority will notify the Department of Housing and Urban Development within ten (10) days after receiving notice of a conviction from an employee or otherwise receiving actual notice of such conviction.

It must be understood that this policy has no bearing whatsoever on what an employee does on his own time unless it reflects on his job performance.

XIX AMENDMENT

Amendment of the Personnel Policy shall be by resolution of the Housing Authority Board of Commissioners.

I HAVE READ AND FULLY UNDERSTAND THE HOUSING AUTHORITY'S PERSONNEL POLICY;

_____ _____

Employee's Signature Date

Table Library

ATTACHMENT P

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

Annual Statement
Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number FFY of Grant Approval: 04/2005

☒ Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	
3	1408 Management Improvements	82,000
4	1410 Administration	41,000
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	25,000
8	1440 Site Acquisition	
9	1450 Site Improvement	107,000
10	1460 Dwelling Structures	155,130
11	1465.1 Dwelling Equipment-Nonexpendable	
12	1470 Nondwelling Structures	
13	1475 Nondwelling Equipment	
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	
20	**Amount of Annual Grant (Sum of lines 2-19)**	410,130
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	92,000
23	Amount of line 20 Related to Security	
24	Amount of line 20 Related to Energy Conservation Measures	

Annual Statement
Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
PA 61-5, CASCADE VILLAGE	Upgrade electrical service in bldg E (4 br. Units) , Community Bldg. And also the 2 handicap units.	1460	26,000
	Renovate exterior of bldg E to match rest Of the development (enlarge front stoops, Replace T-l-ll with vinyl siding, paint siding , and install yard drains)	1460	129,130
	Replace deteriorating concrete sidewalks, Install curb cuts where needed and re-do handicap ramp to met compliance.	1450	92,000
	Build dumpster enclosure	1450	5,000
	Landscaping	1450	10,000
PHA Wide Management Improvement	Step-Up Provide Resident Training Programs Provide Professional Staff training Upgrade Computer System Marketing Strategies Resident Screening & Selection	1408	82,000
PHA Wide Administrative	Administrative Salaries & Benefits	1410	41,000
PHA WIDE	A & E Service	1430	25,000

Annual Statement
Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
PA 61-5 Cascade Village	9-2007	03-2009

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

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

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
PA 61-1	JEFFERSON STREET HI-RISE	3	3.9%

Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Comply with ADA & 504 Requirements Parking area - provide accessible sloped surface in rear parking Renovate existing exterior ramp & landing. Reposition parking signage, provide accessible slope not exceeding 2% and provide additional curb ramps in main parking area. Common area – renovate main lobby men & women's restroom. Provide minimum maneuvering clearances at doorway at landing & install new handrail system. Administrative Offices - Install new lever type lockset at all offices. Stairwells – Renovate existing handrail system to UFAS. Community Center – Provide accessible maneuvering clearances from main parking area. Renovate Community Center restrooms. Renovate Community Center Kitchen	92,000	2008

Handicap Units - After existing offices are relocated, convert existing 3 office space into 1 two bedroom units and 2 one bedroom handicap unit on first floor.	375,000	2006
Construct New Administrative Building.	10,000	2009
Upgrade security system within Hi-Rise building & parking area	15,000	2009
Install new garbage disposal system	35,000	2006
Purchase & Install new emergency generator & enclosure.	160,000	2009
Upgrade bathrooms (sinks, commode, tubs & surrounds, fixtures)	60,000	2008
Range, Range hoods, Refrigerators.		
	$747,000	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
15 PA 61-2	BEYER AVENUE TERRACE	4	10%

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Comply with ADA & 504 Requirement	166,500	2007
Community Center – renovate walkway and parking area to eliminate excess slope of 2%. Renovate community center kitchen. Renovate community center laundry room.		
Handicap Unit - develop a plan to provide the minimum requirement of two accessible units to be constructed.		
Upgrade apartment interior, cabinet, counter top, floors, lights, range hoods, doors and closet shelves.	280,000	2007
Exterior building renovation, entrance way, stoops, porch and porch roof, replace Building siding , brick repair, doors, windows, roofs.	410,000	2007
Install exterior electrical disconnect boxes	32,000	2007
Total estimated cost over next 5 years	$888,500	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
16 **PA** 61-3	SUNRISE TERRACE	3	7.2%

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Comply with ADA & 504 Requirements,	28,000	2008
Community Center - Renovate existing handrail extensions to accessible path. Renovate community laundry room. Renovate Community center restrooms. Renovate Community center kitchen.		
Correct deficiencies in two handicap units, and construct a third to meet minimum requirements.		
Exterior Building renovations, entrance way, new stoops, porch roof, new building Siding or painting, roofs, windows, and doors (entrance and storms)	480,000	2008
Concrete walks, and steps	85,000	2008
Install exterior electrical disconnect boxes.	32,000	2008
Landscaping.	5,000	2008
Total estimated cost over next 5 years	$630,000	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
PA 61-4	BREEZEWAY TERRACE	0	0%

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Comply with ADA & 504 Requirements		
Construct two handicap units to meet minimum requirement.	166,000	2009
Exterior Building renovations, entrance way, new stoops, porch roofs, exterior doors, Replace building siding or paint, Concrete walks and steps.	315,000	2009
Interior apartment upgrade, cabinets, counter tops, floors, wall coverings, lights, range hoods.	150,000	2009
Purchase & install new furnaces.	90,000	2009
Replace existing roofs.	60,000	2009
Construct basketball/playground court for older children.	30,000	2009
Total estimated cost over next 5 years	$811,000	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
PA 61-5	CASCADE VILLAGE	1	2.2%

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Upgrade electrical service in bldg E (4 br. Units), community bldg, and also the 2 handicap units.	26,000	2005
Renovate exterior of bldg E to match rest of the development (enlarge front stoops, replace t-l-ll with vinyl siding, paint siding and install yard drains)	129,130	2005
Replace deteriorating concrete sidewalks, install curb cuts where needed and re-do handicap ramp to met compliance.	92,000	2005
Comply with ADA & 504 Requirements		
Renovate community center kitchen, laundry, and restroom to meet 504, Correct deficiencies in two handicap units, and construct a third to meet minimum requirements.	29,000	2006
Landscaping	10,000	2005
Purchase & install new furnaces (4 bedroom units)	15,000	2006
Purchase & Install new storm doors.	16,000	2006
Build dumpster enclosure	5,000	2005
Replace 600 ft. of main sewage line	16,000	2006
Total estimated cost over next 5 years	$338,130	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
PA 61-7	FORESTVIEW TERRACE	3	20%

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Comply with ADA & 504 Requirements		
Correct deficiencies in two bedroom handicap unit.	15,000	2007
Exterior Building renovations, entrance way, new stoops, porch, porch roofs, exterior doors, sidewalks, windows.	255,000	2007
Interior apartment upgrade, flooring, underlayment and tile, replace interior doors & closet doors, new shelves.	90,000	2007
Roof replacement.	40,000	2007
Total estimated cost over next 5 years	$400,000	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
PA 61-8	SKYVIEW TERRACE	1	..05%

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Comply with ADA & 504 Requirements		
Correct deficiencies in two handicap units.	20,000	2008
Interior apartment upgrade - ceiling fans, closet doors & shelves, light fixtures.	55,000	2008
Exterior building renovations - windows, doors, storm doors, roofs, Siding repair or replace.	180,000	2008
Total estimated cost over next 5 years	$255,000	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
PA 61-15	CARES TERRACE	1	6.3%

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Comply with ADA & 504 Requirements		
Correct deficiencies in two bedroom handicap unit. Renovate community center kitchen, laundry room. And restrooms.	25,000	2009
Interior apartment upgrade - floors, cabinets, countertop, lights, range hoods, interior doors, closet shelves.	80,000	2009
Replace / repair concrete sidewalks, and steps.	60,000	2009
Total estimated cost over next 5 years	$165,000	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
PHA WIDE	ADMINISTRATION	16	5.8%

Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
SALARIES & BENEFITS FEES & COST	35,000	2005 TO 2009
Total estimated cost over next 5 years	$603,250	

Optional 5-Year Action Plan Tables			
Development Number	**Development Name (or indicate PHA wide)**	**Number Vacant Units**	**% Vacancies in Development**
PHA WIDE	MANAGEMENT IMPROVEMENT	16	5.8%

Description of Needed Physical Improvements or Management Improvements	**Estimated Cost**	**Planned Start Date (HA Fiscal Year)**
Step-up Program Residents Training Program Professional Staff Training Upgrade Computer System Marketing Strategies Resident Screening & Selection		2005 to 2009
Total estimated cost over next 5 years	$876,500	

CAPITAL FUND PROGRAM TABLES START HERE

ATTACHMENT R

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:
JEFFERSON COUNTY HOUSING AUTHORITY	Capital Fund Program Grant No: PA28P06150102 Replacement Housing Factor Grant No:	2002

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period 09/30/2004** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost			Total Actual Cost	
		Original	Revised		Obligated	Expended
1	Total non-CFP Funds					
2	1406 Operations					
3	1408 Management Improvements	76,630	71,346	12,500	12,500	12,478.59
4	1410 Administration	47,459	35,673	12,500		
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	25,000	25,000	25,000		
8	1440 Site Acquisition					
9	1450 Site Improvement	75,000	20,000			
10	1460 Dwelling Structures	217,500	204,715	306,734	306,734	232,566.68
11	1465.1 Dwelling Equipment—Nonexpendable	18,000				
12	1470 Nondwelling Structures	15,000				
13	1475 Nondwelling Equipment					
14	1485 Demolition					
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs					
18	1499 Development Activities					
19	1501 Collaterization or Debt Service					
20	1502 Contingency					
21	Amount of Annual Grant: (sum of lines 2 – 20)	474,589	356,734	356,734	356,734	271,730.41
22	Amount of line 21 Related to LBP Activities					
23	Amount of line 21 Related to Section 504 compliance					
24	Amount of line 21 Related to Security – Soft Costs					
25	Amount of Line 21 Related to Security – Hard Costs					
26	Amount of line 21 Related to Energy Conservation Measures					

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

PHA Name: Jefferson County Housing Authority		Grant Type and Number: Capital Fund Program Grant No: PA28PO6150l02; 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		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PA 61-4	Concrete Replacement	1450		40,000				
Breezeway	Walks, retaining wall/piping							
Terrace	Storm Doors	1460	78		10,223	10,223	10,222.70	complete
PA 61-5 Cascade Village	Carpet Replacement	1460		70,000				2000 CFP
	Redesign entrance ways/stoops, porch roofs, bldg painting & vinyl siding	1460	42		212,137	212,137	137,970.38	In progress
PA 61-7	Replace all interior doors	1460		20,000				eliminated
Forestview	Install storm doors	1460						2000 CFP
Terrace								
PA 61-8	Carpet Replacement	1460		35,000				2000 CFP
Skyview Terrace	Concrete replacement	1450		15,000				Eliminated
PA 61-15	Storm doors	1460			4674	4674	4673.60	complete
Cares Terrace								

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:**
Jefferson County Housing Authority	Capital Fund Program Grant No: PA28PO6150l02 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		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PA 61-1	Garbage disposal system	1460		10,000				Eliminated
Jefferson St. Hi-Rise	ADA compliance – lobby	1460		10,000				Eliminated
	Existing Operable lourer	1460		2,500				Eliminated
	Concrete Replacement	1450		20,000				Eliminated
	Tile replacement – 7 floors	1460			79,700	79,700	79,700	Complete
PA 61-2 Beyer Ave. Terrace	Purchase new refrigerators	1465		18,000				2001 CFP
PA 61-3 Sunrise Terrace	Carpet Replacement	1460		70,000				2000 CFP
	Community Bldg repair	1470		15,000				Eliminated
	Redesign entrance ways,	1460						Eliminated
	Landscaping	1450						Eliminated

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

PHA Name: Jefferson County Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: PA28PO6150l02 Replacement Housing Factor Grant No:	**Federal FY of Grant:** 2002

	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	Step-Up Program	1408		76,630	12,500	12,500	12,478.59	
Management	Provide Residents Training							
Improvement	Provide Professional Staff training							
	Upgrade Computer System							
	Marketing Strategies							
	Resident Screen & Selection							
PHA Wide	Administrative Salaries	1410		47,459	12,500	12,500	1,701.33	
Administration	And Benefits							
PHA Wide	A & E Service for Program	1430		25,000	25,000	25,000	24,983.81	
Fees & Costs								

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:**
Jefferson County Housing Authority	Capital Fund Program No: PA28PO6150l02 Replacement Housing Factor No:	2002

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PA 6l-l	9-2004	6-2003	9-2003	12-2005	12-2003	12-2003	
PA 61-2	9-2004			12-2005			
PA 6-3	9-2004			12-2005			
PA 61-4	9-2004	9-2003	9-2003	12-2005	12-2003	12-2003	
PA 61-5	9-2004	5-2004	3-2004	12-2005	12-2005		
PA 61-7	9-2004			12-2005			
PA 6l-8	9-2004			12-2005			
PA 61-15	9-2004	9-2003	9-2003	12-2005	12-2003	12-2003	

CAPITAL FUND PROGRAM TABLES START HERE

ATTACHMENT S

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:**
Jefferson County Housing Authority	Capital Fund Program Grant No: PA28PO6150l03 Replacement Housing Factor Grant No:	2003

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending 9-30-2004** ☐ **Final Performance and Evaluation Report**

Line No.	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost**	
		Original	**Revised**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	65,096	12,500	12,500	12,473.86
4	1410 Administration	35,673	10,000	10,000	638.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	25,000	12,500	12,500	3,169.21
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	224,714	315,483	315,483	178,393.32
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	350,483	350,483	350,483	194,674.39
22	Amount of line 21 Related to LBP Activities				

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:**
Jefferson County Housing Authority	Capital Fund Program Grant No: PA28PO6150l03 Replacement Housing Factor Grant No:	2003

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending 9-30-2004** ☐ **Final Performance and Evaluation Report**

Line No.	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost**	
		Original	**Revised**	**Obligated**	**Expended**
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Jefferson County Housing Authority		Grant Type and Number Capital Fund Program Grant No: PA28P06150103 Replacement Housing Factor Grant No:				Federal FY of Grant: 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PA 61-1	Comply with ADA & 504	1460		113,142				
Jefferson Street	Replace cooper plumbing waste & supply lines – 7 floors	1460		40,000				2004 CFP
Hi-Rise	Upgrade security system	1460		15,000				
PA 61-2	Comply with ADA & 504	1460		56,572				
Beyer Avenue								
Terrace								
PA 61-5	Redesign entranceway – stoops, porch Roofs, walks	1460			315,483	315,483	178,393.32	In-progress
Cascade Village								

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:		
Jefferson County Housing Authority		Capital Fund Program Grant No: PA28P06150103 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		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

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:
Jefferson County Housing Authority	Capital Fund Program Grant No: PA28P06150103 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		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA –WIDE Management Improvement	Step-up Program Resident Training Program Upgrade Computer System	1408		65,096	12,500	12,500	12,473.86	
PHA-WIDE	Salaries & Benefits	1410		35,673	10,000	10,000	638.00	
Administrative								
PHA-WIDE Fees & Costs	A & E Services	1430		25,000	12,500	12,500	3,169.21	

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:
Jefferson County Housing Authority:	Capital Fund Program No: PA28PO6150103 Replacement Housing Factor No:	2003

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PA 61-1	9-2005			3-2007			
PA 61-2	9-2005			3-2007			
PA 6l-5		9-2004	9-2004		9-2005		

ATTACHMENT T

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:**
JEFFERSON COUNTY HOUSING AUTHORITY	Capital Fund Program Grant No: PA28PO6150203 Replacement Housing Factor Grant No:	2003

☐**Original Annual Statement** ☐**Reserve for Disasters/ Emergencies** ☐**Revised Annual Statement (revision no:)**
☒**Performance and Evaluation Report for Period Ending 9-30-04** ☐**Final Performance and Evaluation Report**

Line No.	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost**	
		Original	**Revised**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	35,853		35,853	8,683.49
4	1410 Administration	25,673		25,673	
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	12,500		12,500	
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	74,026		74,026	8,683.49
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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:**
Jefferson County Housing Authority	Capital Fund Program Grant No: PA28P06150203 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		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA WIDE	Step-up Program	1408		35,853		35,853	8,683.49	
Management	Provide resident training							
Improvement	Provide Professional Staff Training							
	Upgrade computer system							
	Marketing Strategies							
	Resident screening & selection							
PHA WIDE	Administrative Salaries & Benefits	1410		25,673				
Administrative								
PHA WIDE	A & E Services – All programs	1430		12,500				
Fees & Costs								

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:**
Jefferson County Housing Authority:	Capital Fund Program No: PA28PO6150203 Replacement Housing Factor No:	2003

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-WIDE Management Improvement	09-2005		6-2004	03-2007			
PHA-WIDE Administrat Ion	09-2005		6-2004	03-2007			
PHA-WIDE Fees & Costs	09-2005		6-2004	03-2007			

CAPITAL FUND PROGRAM TABLES START HERE

ATTACHMENT U

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:
JEFFERSON COUNTY HOUSING AUTHORITY Jefferson County Housing Authority	Capital Fund Program Grant No: PA28P06150104 Replacement Housing Factor Grant No:	2004

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**

☒ **Performance and Evaluation Report for Period Ending**: 09-30-2004 ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	52,572	57,219	20,000	
4	1410 Administration	17,524	22,524	20,000	
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	25,000	35,000		
8	1440 Site Acquisition				
9	1450 Site Improvement		15,387		
10	1460 Dwelling Structures	255,387	280,000		
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	350,483	410,130	40,000	
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance	55,000	-0-		
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Jefferson County Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: PA28PO6150l04 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PA 61-1								
Jefferson Street	Replace cooper plumbing	1460		80,000	280,000			2004 CFP
Hi-Rise	Waste /supply line – 7 floors							
	Concrete sidewalk replacement	1460			15,387			eliminated
PA 61-2	Comply with AADA & 504	1460		55,000	-0-			Transfer to Future year
Beyer Avenue	Upgrade Kitchens, floors Cabinets, countertops, lights	1460		120,387	-0-			Transfer to Future year
Terrace								
PHA WIDE	Step-Up Program	1408		52,572	57,219	20,000		
Management	Resident Training Program							
Improvement	Upgrade computer syetem							
PHA WIDE	Salaries & Benefits	1410		17,524	22,524	20,000		
Administrative								
PHA WIDE	A & E Services	1430		25,000	35,000			
Fees & Costs								

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

PHA Name: Jefferson County Housing Authority		**Grant Type and Number** Capital Fund Program Grant No: PA28PO6150l04 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2004		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	

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:
Jefferson County Housing Authority:	Capital Fund Program No: PA28PO6150104 Replacement Housing Factor No:	2004

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PA 61-1	9-2006			3-2008			
PA 61-2	9-2006			3-2008			

ATTACHMENT V

Capital Fund Program Five-Year Action Plan

Part I: Summary

PHA Name JEFFERSON COUNTY HOUSING AUTHORITY				☒**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: 20067	Work Statement for Year 4 FFY Grant: 2008 PHA FY: 2008	Work Statement for Year 5 FFY Grant: 2009 PHA FY: 2009
17 ***18***	Annual Statement				
PA 61-1 JEFFERSON HI-RISE		410,000	152,000	185,000	
19 PA 61-2 BEYER			888,500		
AVE. TERRACE					
PA 61-3 SUNRISE				630,000	
TERRACE					
PA 61-4 BREEZEWAY TERRACE					811,000
PA 61-5 CASCADE VILLAGE		76,000			
PA 61-7 FORESTVIEW TERRACE			400,000		
PA 61-8 SKYVIEW TERRACE				255,000	
PA 61-15 CARES TERRACE					165,000
PHA WIDE ADMINISTRATIVE		48,000	144,050	107,000	97,600
PHA WIDE MANAGEMENT		97,200	288,100	214,000	195,200
PHA WIDE FEES & COST		35,000	35,000	35,000	35,000

Capital Fund Program Five-Year Action Plan

Part I: Summary

PHA Name JEFFERSON COUNTY HOUSING AUTHORITY				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/HA-Wide	Year 1 2005	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
CF Funds Listed for 5-year planning		666,800	1,907,650	1,426,000	1,303,800
Development Number/Name/HA-Wide					
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: PHA FY: 2006			Activities for Year: 2007__ FFY Grant: PHA FY: 2007		
	Development Name/Number	**Major Work Categories**	Estimated Cost	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See	***PA 61-1 Jefferson*** Street Hi-Rise	***Construct new*** Administrative Bldg.	375,000	*PA 61-2 Beyer Avenue* Terrace	***20*** Comply with 504 Requirements,	166,500
		Purchase and Install New emergency generator & enclosure	35,000		Exterior building renovations	410,000
					Upgrade apartment interior	280,000
					Install exterior electrical disconnect boxes	32,000
	PA 61-5 Cascade Village	Comply with 504	29,000	PA 61-7, Forestview Terrace	Comply with 504 requirements	15,000
		Purchase & install 4 new Furnaces	15,000		Exterior Bldg renovations	255,000
		Purchase & install new Storm doors	16,000		Interior apt. upgrade	90,000
		Replace 600 ft of main Sewage line	16,000		Roof replacement	40,000
Annual		***21***				
Statement						
Total CFP Estimated Cost			$ 486,000			$ 1,288,500

Capital Fund Program Five-Year Action Plan

Part II: Supporting Pages—Work Activities

Activities for Year : 2008 FFY Grant: PHA FY: 2008			Activities for Year: 2009 FFY Grant: PHA FY: 2009		
Development Name/Number	**Major Work Categories**	Estimated Cost	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
PA 6l-1 Jefferson Street Hi-Rise	***Comply with 504 Requirements***	92,000	PA 61-1 JEFFERSON STREET HI-RISE	Upgrade security system	10,000
	Ranges/Hoods & refrigerators	60,000		Garbage disposal system	15,000
				Upgrade bathrooms	160,000
	22				
PA 6l-3 , Sunrise Terrace	Comply with 504	28,000	PA 61-4 Breezeway Terrace	Comply with 504 requirements	166,000
	Concrete walks, & steps	85,000		Exterior Bldg renovations	315,000
	Exterior building renovations	480,000		Interior apt. upgrade	150,000
	Install exterior electrical disconnect boxes	32,000		Purchase & install new furnaces	90,000
	Landscaping	5,000		Replace existing roofs	60,000
				Construct basketball/playground court for older children	30,000
PA 61-8, Skyview Terrace	Comply with 504 requirements	20,000			
	Interior apt. upgrade	55,000	PA 61-15, Cares Terrace	Comply with 504 requirements	25,000
	Exterior bldg. renovations	180,000		Interior apt. upgrade	80,000
				Replace concrete walks & steps	60,000
Total CFP Estimated Cost		$ 1,037,000			$ 1,161,000