

PHA Plans

Streamlined 5-Year/Annual Version

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

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

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

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

Streamlined 5-Year Plan for Fiscal Years 2005 - 20009

Streamlined Annual Plan for Fiscal Year 2006

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

Streamlined Five-Year PHA Plan Agency Identification

PHA Name: New Canaan Housing Authority **PHA Number:** CT-054

PHA Fiscal Year Beginning: (mm/yyyy) 01/2006

PHA Programs Administered:

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

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

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

Public Access to Information

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

- Main administrative office of the PHA
New Canaan Housing Authority
C/o Phoenix Management Corp.
101 Tresser Boulevard
Stamford, CT 06904
- PHA development management offices
New Canaan Housing Authority
57 Millport Avenue
New Canaan, CT 06840
- PHA local offices

Display Locations For PHA Plans and Supporting Documents

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

- Main administrative office of the PHA (see address above)
- PHA development management offices (see address above)
- PHA local offices
- Main administrative office of the local government (Town Clerk’s office)
- 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 (see address above)
- PHA development management offices (see address above)
- Other (list below)

Streamlined Five-Year PHA Plan

PHA FISCAL YEARS 2005 - 2009

[24 CFR Part 903.12]

A. Mission

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

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: (state mission here)

B. Goals

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

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

- PHA Goal: Expand the supply of assisted housing
Objectives:
 - Apply for additional rental vouchers:
 - Reduce public housing vacancies:
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other (list below)
- PHA Goal: Improve the quality of assisted housing
Objectives:
 - Improve public housing management: (PHAS score) 94
We would like to maintain the high standard performance with HUD/REAC

- Improve voucher management: (SEMAP score)
 - Increase customer satisfaction:
NCHA will be including resident input on this Agency Plan.
 - Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)
 - Renovate or modernize public housing units:
The HA is discussing installing new windows in the units and possibly siding.
 - Demolish or dispose of obsolete public housing:
 - Provide replacement public housing:
 - Provide replacement vouchers:
 - Other: (list below)
- PHA Goal: Increase assisted housing choices
Objectives:
- Provide voucher mobility counseling:
 - Conduct outreach efforts to potential voucher landlords
 - Increase voucher payment standards
 - Implement voucher homeownership program:
 - Implement public housing or other homeownership programs:
 - Implement public housing site-based waiting lists:
 - Convert public housing to vouchers:
 - Other: (list below)

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

- PHA Goal: Provide an improved living environment
Objectives:
- Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- Implement public housing security improvements:
- Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- Other: (list below)
NCHA will continue its affirmative marketing to ensure that it fulfills its mission and meets the needs of its residents and those of the jurisdiction.

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:

NCHA will continue to maintain contacts, provide referrals, and share information with the New Canaan Social Services.

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

Other: (list below)

NCHA has adopted admissions and rent determination policies to foster employment for its residents (see Components 3 and 4 of the Annual Plan).

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

PHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:

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

Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:

Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:

Other: (list below)

NCHA is an equal housing opportunity agency and maintains a non-discrimination policy in admissions and occupancy.

Other PHA Goals and Objectives: (list below)

Streamlined Annual PHA Plan

PHA Fiscal Year 2006

[24 CFR Part 903.12(b)]

Table of Contents

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

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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
See Attached Admissions and Continued Occupancy Policy (Attachment A to this Plan)(ct054a01)
- FY 2005-2009 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 2000 Capital Fund Program 5 Year Action Plan
- Public Housing Drug Elimination Program (PHDEP) Plan
- Comments of Resident Advisory Board or Boards (must be attached if not included in

PHA Plan text)

Included in Plan text (final draft version)

Other (List below, providing each attachment name)

- 2006 Annual Budget
- CHAS Data
- Town Profile
- Resident Advisory Board List
- Certification for a Drug-Free Workplace
- Certification of Payments to Influence Transactions
- Disclosure of Lobbying Activities
- Voluntary Conversion of Developments from Public Housing Stock
- Plan on Income Analysis of Public Housing Covered Developments
- Rule Deconcentrate Poverty and Promote Integration in Public Housing

A. ANNUAL STREAMLINED PHA PLAN COMPONENTS

- 1. Housing Needs
- 2. Financial Resources
- 3. Policies on Eligibility, Selection and Admissions
- 4. Rent Determination Policies
- 5. Capital Improvements Needs
- 6. Demolition and Disposition
- 7. Homeownership
- 8. Civil Rights Certifications (included with PHA Certifications of Compliance)
- 9. Additional Information
 - a. PHA Progress on Meeting 5-Year Mission and Goals
 - b. Criteria for Substantial Deviations and Significant Amendments
 - c. Other Information Requested by HUD
 - i. Resident Advisory Board Membership and Consultation Process
 - ii. Resident Membership on the PHA Governing Board
 - iii. PHA Statement of Consistency with Consolidated Plan
 - iv. (Reserved)
- 10. Project-Based Voucher Program
- 11. Supporting Documents Available for Review
- 12. FY 20006 Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
- 13. Capital Fund Program 5-Year Action Plan
- 14. Other (List below, providing name for each item)

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50077, PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans; Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.

For PHAs APPLYING FOR CAPITAL FUND PROGRAM (CFP) GRANTS:
Form HUD-50070, *Certification for a Drug-Free Workplace*;
Form HUD-50071, *Certification of Payments to Influence Federal Transactions*;
Form SF-LLL & SF-LLLa, *Disclosure of Lobbying Activities*.

Executive Summary (optional)

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

Not Included

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

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

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

Housing Needs of Families on the PHA’s Waiting Lists			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	18		Less than 1%
Extremely low income <=30% AMI			
Very low income (>30% but <=50% AMI)			
Low income (>50% but <80% AMI)			
Families with children	18		
Elderly families	0		
Families with Disabilities			
Race/ethnicity	N/a	N/a	
Characteristics by Bedroom Size (Public Housing Only)			
1BR			
2 BR	11		Less than 1%
3 BR	7		Less than 1%
4 BR			

Housing Needs of Families on the PHA's Waiting Lists			
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)? 12			
Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed?			
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			

B. Strategy for Addressing Needs

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

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

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

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

Select all that apply

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed -

finance housing

- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other: (list below)

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

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

Select all that apply

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

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

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

Select all that apply

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

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below)
Elderly wishing accommodation in an elderly-designated development will be referred to local elderly housing.

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities
- Other: (list below)
Families with disabilities which NCHA cannot reasonably accommodate will be given referral to adequate accessible housing in the local area.

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 903.12 (b), 903.7 (c)]

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

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2005 - 2007 grants)		
a) Public Housing Operating Fund		
b) Public Housing Capital Fund	\$87,830.00	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance		
f) Resident Opportunity and Self-Sufficiency Grants		
g) Community Development Block Grant		
h) HOME		
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income (calculated off of December 2005 monthly income then multiplied it by twelve months)	91,680.00	Public Housing Operations
4. Other income (list below)		
4. Non-federal sources (list below)		
Total resources	\$179,510.00	
(note includes on year of income)		

3. PHA Policies Governing Eligibility, Selection, and Admissions

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

A. Public Housing

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

(1) Eligibility

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

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: (state time) 2 months
- Other: (describe)

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

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other (describe)
Family size/composition (NCHA has only 2 and 3 bedroom units)

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

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

e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2) Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- Community-wide list (NCHA has only one development)
- Sub-jurisdictional lists
- Site-based waiting lists
- Other (describe)

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

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

c. Site-Based Waiting Lists-Previous Year

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes,

complete the following table; if not skip to d.

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

2. What is the number of site based waiting list developments to which families may apply at one time? ___

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

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

d. Site-Based Waiting Lists – Coming Year

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

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

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 that the housing authority maintains (but only one federal property)

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

- PHA main administrative office
- All PHA development management offices

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

(3) Assignment

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

- One
- Two
- Three or More

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

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

(4) Admissions Preferences

a. Income targeting:

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

b. Transfer policies:

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

- Emergencies
- Over-housed
- Under-housed
- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: (state circumstances below)
- Other: (list below)

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 (list)

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

- At an annual reexamination and lease renewal
- Any time family composition changes
- At family request for revision
- Other (list)

(6) Deconcentration and Income Mixing

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

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

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

B. Section 8

N/A

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

(1) Eligibility

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

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

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

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

d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

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

(2) Waiting List Organization

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

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

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

- PHA main administrative office
- Other (list below)

(3) Search Time

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

If yes, state circumstances below:

(4) Admissions Preferences

a. Income targeting

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting

more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

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

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

Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

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

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

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

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

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

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

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

(5) Special Purpose Section 8 Assistance Programs

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

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

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

- Through published notices
- Other (list below)

4. PHA Rent Determination Policies

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

A. Public Housing

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

(1) Income Based Rent Policies

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

a. Use of discretionary policies: (select one of the following two)

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

b. Minimum Rent

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

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

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

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

- The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program
- 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 circumstance, including loss of employment and/or a death in the family.

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

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

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

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

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

e. Ceiling rents

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

Yes for all developments

Yes but only for some developments

No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

For all developments

For all general occupancy developments (not elderly or disabled or elderly only)

For specified general occupancy developments

For certain parts of developments; e.g., the high-rise portion

For certain size units; e.g., larger bedroom sizes

Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

Market comparability study

Fair market rents (FMR)

95th percentile rents

75 percent of operating costs

100 percent of operating costs for general occupancy (family) developments

Operating costs plus debt service

The "rental value" of the unit

Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_40+_____
- Other (list below)

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

(2) Flat Rents

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

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood
- Other (list/describe below)
The actual monthly operating costs of the unit are referred to in order to ensure that the market-based flat rent is not lower than the actual operating costs.

B. Section 8 Tenant-Based Assistance

This section is not applicable to NCHA.

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

(1) Payment Standards

Describe the voucher payment standards and policies.

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

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

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

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

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

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

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

- Annually
- Other (list below)

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

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

(2) Minimum Rent

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

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

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

5. Capital Improvement Needs

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

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

A. Capital Fund Activities

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

(1) Capital Fund Program

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

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

Applicability of sub-component 5B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

(1) Hope VI Revitalization

- a. Yes No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to next component; if yes, provide responses to questions on chart below for each grant, copying and completing as many times as necessary)
- b. Status of HOPE VI revitalization grant (complete one set of questions for each grant)
Development name:
Development (project) number:
Status of grant: (select the statement that best describes the current status)
- Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan underway

- c. Yes No: Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year? If yes, list development name/s below:
- d. Yes No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:
- e. Yes No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

6. Demolition and Disposition

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

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

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

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

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

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

- (1) Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to the next component; if “yes”, complete

each program description below (copy and complete questions for each program identified.)

(2) Program Description

a. Size of Program

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

If the answer to the question above was yes, what is the maximum number of participants this fiscal year? ___

b. PHA-established eligibility criteria

Yes No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? If yes, list criteria below:

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

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

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

- a. Establishing a minimum homeowner downpayment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family's resources.
- b. Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.
- c. Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below).
- d. Demonstrating that it has other relevant experience (list experience below).

8. Civil Rights Certifications

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

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

9. Additional Information

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

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

(Provide a statement of the PHA's progress against the goals and objectives established in the previous 5-Year Plan for the period FY 20__ - 20__.)

B. Criteria for Substantial Deviations and Significant Amendments

(1) Amendment and Deviation Definitions

24 CFR Part 903.7(r)

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

- a. Substantial Deviation from the 5-Year Plan
- b. Significant Amendment or Modification to the Annual Plan

C. Other Information

[24 CFR Part 903.13, 903.15]

(1) Resident Advisory Board Recommendations

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

If yes, provide the comments below:

Comments and recommendations will be attached to the Plan upon final submission

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

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

(2) Resident Membership on PHA Governing Board

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

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

the PHA this year?

Yes No:

If yes, complete the following:

Name of Resident Member of the PHA Governing Board: Phyllis Jordan

Method of Selection:

Appointment

The term of appointment is (include the date term expires): 2008

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

Description of Resident Election Process

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

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

Eligible candidates: (select one)

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

Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- Representatives of all PHA resident and assisted family organizations
- Other (list)

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

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

Date of next term expiration of a governing board member:

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

(3) PHA Statement of Consistency with the Consolidated Plan

[24 CFR Part 903.15]

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

Consolidated Plan jurisdiction: (provide name here)

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

Town of New Canaan.

NOTE: The Town of New Canaan does not have a Consolidated Plan. However, the Town of New Canaan has acknowledged that its has reviewed NCHA’s Annual Plan and has certified that its is consistent with meeting the needs and goals of the jurisdiction.

- The PHA has based its statement of needs of families on its waiting list on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
- Other: (list below)
While there is no Consolidated Plan for the local jurisdiction, the NCHA has consulted with the Town of New Canaan during the development of the PHA Plan.

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

N/A

(4) (Reserved)

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

10. Project-Based Voucher Program

This section is not applicable to NCHA.

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

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

If yes, check which circumstances apply:

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

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

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

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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans.</i>	Standard 5 Year and Annual Plans; streamlined 5 Year Plans
N/A	State/Local Government Certification of Consistency with the Consolidated Plan.	5 Year Plans
	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
N/A	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: 2006 Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input checked="" type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
N/A	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
N/A	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment	Annual Plan: Rent Determination

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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
	Consortium agreement(s), if a consortium administers PHA programs.	Joint PHA Plan for Consortia
	Consortia Joint PHA Plans ONLY: Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection	Joint PHA Plan for Consortia
	Other supporting documents (optional). List individually.	(Specify as needed)

13. Capital Fund Program Five-Year Action Plan

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name: CT054 - New Canaan Housing Authority		Grant Type and Number Capital Fund Program: CT26P054501-05 Capital Fund Program Replacement Housing Factor Grant No:		Federal FY of Grant: 2005
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/ Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report		
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost
24	Amount of line 20 Related to Energy Conservation Measures			

13. Capital Fund Program Five-Year Action Plan

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name: CT054 - New Canaan Housing Authority		Grant Type and Number Capital Fund Program: CT26P054501-04 Capital Fund Program Replacement Housing Factor Grant No:		Federal FY of Grant: 2004	
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/ Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report			
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
23	Amount of line 20 Related to Security	0			
24	Amount of line 20 Related to Energy Conservation Measures				

13. Capital Fund Program Five-Year Action Plan

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name: CT054 - New Canaan Housing Authority		Grant Type and Number Capital Fund Program: CT26P054501-03 Capital Fund Program Replacement Housing Factor Grant No:		Federal FY of Grant: 2003	
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/ Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report			
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
23	Amount of line 20 Related to Security	0			
24	Amount of line 20 Related to Energy Conservation Measures				

13. Capital Fund Program Five-Year Action Plan

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name: CT054 - New Canaan Housing Authority		Grant Type and Number Capital Fund Program: CT26P054501-02 Capital Fund Program Replacement Housing Factor Grant No:		Federal FY of Grant: 2002	
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/ Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report			
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
23	Amount of line 20 Related to Security	0			
24	Amount of line 20 Related to Energy Conservation Measures				

13. Capital Fund Program Five-Year Action Plan

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

PHA Name: CT054 - New Canaan Housing Authority		Grant Type and Number Capital Fund Program #: CT26P0545-05 Capital Fund Program Replacement Housing Factor #:			Federal FY of Grant: 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
54-1	Replace windows	1460		10,607.00		10,607.00		
54-1	Install air conditioning sleeves in unit	1460	18	18,000.00		18,000.00		
54-1	Replace stoves	1460	3	1000.00		1000.00	864.00	
54-1	Replace fridges	1460	3	1500.00		1500.00	432.00	

13. Capital Fund Program Five-Year Action Plan

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

PHA Name: CT054 - New Canaan Housing Authority		Grant Type and Number Capital Fund Program #: CT26P0545-04 Capital Fund Program Replacement Housing Factor #:			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 Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
	Install Motion Detector Lights (outside)	1460	2	\$713.05		713.05	713.05	completed
	New Stove and Fridge	1460	4	\$1,173.95		1173.95	1173.95	Completed
	Carpeting and tile	1460	2	\$3,875.00		3875.00	3875.00	Completed
54-1	New electric Heater	1460	6	\$14,048.76		14048.76	14048.76	Completed
54-1	Replace carpeting (11) and tile (14) for most units (2003/2004)	1460	11	\$ 11,296.24		11296.24	11296.24	Completed

13. Capital Fund Program Five-Year Action Plan

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

PHA Name: CT054 - New Canaan Housing Authority		Grant Type and Number Capital Fund Program #: CT26P0545-03 Capital Fund Program Replacement Housing Factor #:			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 Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
54-1	Replace carpeting (11) and tile (14) for most units (2003/2004)	1460	11	\$25,345.00		\$25,345.00	\$25,345.00	Completed

13. Capital Fund Program Five-Year Action Plan

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

PHA Name: CT054 - New Canaan Housing Authority		Grant Type and Number Capital Fund Program #: CT26P0545-02 Capital Fund Program Replacement Housing Factor #:				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 Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
54-1	New living room window for unit 1 (1460	1	729.90		729.90	729.90	Completed
54-1	Partial carpet and tile for unit 1	1460	1	3,224.00		3,224.00	3,224.00	
54-1	Replace locks for front and back of each unit	1460	18	4,375.10		4,375.10	4,375.10	Completed
54-1	Carpeting of Vacant unit	1460	1	4,200.00		4,200.00	4,200.00	Completed
54-1	Replace roof on four buildings (partial – total cost 23,340)	1460	4	23,340.00		23,340.00	23,340.00	Completed

13. Capital Fund Program Five-Year Action Plan

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule

PHA Name: CT054 - New Canaan Housing Authority		Grant Type and Number Capital Fund Program #: CT26P054501-04 Capital Fund Program Replacement Housing Factor #:					Federal FY of Grant: 2004
Development Number Name/HA-Wide Activities	All Fund Obligated (Quart Ending Date) June 30, 2006			All Funds Expended (Quarter Ending Date) June 30, 2007			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA Name: CT054 - New Canaan Housing Authority		Grant Type and Number Capital Fund Program #: CT26P054501-03 Capital Fund Program Replacement Housing Factor #:					Federal FY of Grant: 2003
Development Number Name/HA-Wide Activities	All Fund Obligated (Quart Ending Date) June 30, 2005			All Funds Expended (Quarter Ending Date) June 30, 2006			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
54-1 – Millport Apartments	June 30, 2005		June 30, 2005	June 30, 2006		June 30, 2006	

13. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name New Canaan Housing Authority					<input type="checkbox"/> Original 5-Year Plan <input checked="" type="checkbox"/> Revision No: 1
Development Number/Name/HA-Wide	Year 1 2004	Work Statement for Year 2 FFY Grant: 2005 PHA FY: 2005	Work Statement for Year 3 FFY Grant: 2006 PHA FY: 2006	Work Statement for Year 4 FFY Grant: 2007 PHA FY: 2007	Work Statement for Year 5 FFY Grant: 2008 PHA FY: 2008
54-1 – Millport Apartments	Annual Statement	\$ 31,378.00	\$ 31,378.00	\$ 31,378.00	\$ 31,378.00
CFP Funds Listed for 5-year planning					
Replacement Housing Factor Funds					

13. Capital Fund Program Five-Year Action Plan

Capital Fund Program 5-Year Action Plan

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.

CFP 5-Year Action Plan		
<input type="checkbox"/> Original statement <input checked="" type="checkbox"/> Revised statement		
Development Number 54-1	Development Name (or indicate PHA wide) Millport Apartments	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
New Windows	\$10,607.00	2005
Replace stoves	\$1,000.00	2005
Replace fridges	\$1,500.00	2005
Install Air Conditioning Sleeves in each unit	\$18,000.00	2005
Replace stoves	\$1,000.00	2006
Replace fridges	\$1,500.00	2006
New Windows	\$10,607.00	2006
Repair stone wall	\$2,500.00	2006
Cabinet Replacement	\$15,500.00	2006
Replacement of exhaust fans	\$8,000.00	2007
Cabinet Replacement	\$15,107.00	2007
Replacement of faucets in kitchen and bathrooms	\$8,000.00	2007
New Windows	\$10,607.00	2008
Asphalt work	\$5,500.00	2008
Exterior lighting	\$15,000.00	2008
Total estimated cost over next 5 years	\$124,428.00	

13. Capital Fund Program Five-Year Action Plan

PHA Public Housing Drug Elimination Program Plan

Note:

NCHA is not requesting any federal funds under the PHDEP Program, and there are no employees working for the Housing Authority.

Attached please see signed certification to this effect.

Note: THIS PHDEP Plan template (HUD 50075-PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.

Section 1: General Information/History - New Canaan Housing Authority does not participate in this program currently

A. Amount of PHDEP Grant \$ _____

B. Eligibility type (Indicate with an "x") N1 _____ N2 _____ R _____

C. FFY in which funding is requested _____

D. Executive Summary of Annual PHDEP Plan

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long

E. Target Areas

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area. Unit count information should be consistent with that available in PIC.

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)

13. Capital Fund Program Five-Year Action Plan

F. Duration of Program

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an “x” to indicate the length of program by # of months. For “Other”, identify the # of months).

12 Months_____ **18 Months**_____ **24 Months**_____

G. PHDEP Program History

Indicate each FY that funding has been received under the PHDEP Program (place an “x” by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. The Fund Balances should reflect the balance as of Date of Submission of the PHDEP Plan. The Grant Term End Date should include any HUD-approved extensions or waivers. For grant extensions received, place “GE” in column or “W” for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Grant Start Date	Grant Term End Date
FY 1995						
FY 1996						
FY 1997						
FY1998						
FY 1999						

Section 2: PHDEP Plan Goals and Budget

A. PHDEP Plan Summary

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

CTO54 PHA Plan for 2005
ATTACHMENT D
PAGE 2

13. Capital Fund Program Five-Year Action Plan

B. PHDEP Budget Summary

Enter the total amount of PHDEP funding allocated to each line item.

FFY ____ PHDEP Budget Summary	
Original statement	
Revised statement dated:	
Budget Line Item	Total Funding
9110 – Reimbursement of Law Enforcement	
9115 - Special Initiative	
9116 - Gun Buyback TA Match	
9120 - Security Personnel	
9130 - Employment of Investigators	
9140 - Voluntary Tenant Patrol	
9150 - Physical Improvements	
9160 - Drug Prevention	
9170 - Drug Intervention	
9180 - Drug Treatment	
9190 - Other Program Costs	
TOTAL PHDEP FUNDING	

13. Capital Fund Program Five-Year Action Plan

C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

9110 – Reimbursement of Law Enforcement						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/ Source)	Performance Indicators
1.							
2.							
3.							

9115 - Special Initiative						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/ Source)	Performance Indicators
1.							
2.							
3.							

13. Capital Fund Program Five-Year Action Plan

9116 - Gun Buyback TA Match					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9120 - Security Personnel					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

CTO54 PHA Plan for 2005
 ATTACHMENT D
 PAGE 5

13. Capital Fund Program Five-Year Action Plan

9130 – Employment of Investigators					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9140 – Voluntary Tenant Patrol					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

13. Capital Fund Program Five-Year Action Plan

9150 - Physical Improvements					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							
9160 - Drug Prevention					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							
9170 - Drug Intervention					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

13. Capital Fund Program Five-Year Action Plan

9180 - Drug Treatment					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9190 - Other Program Costs					Total PHDEP Funds: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

CTO54 PHA Plan for 2005
 ATTACHMENT D
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13. Capital Fund Program Five-Year Action Plan

Required Attachment E: Resident Member on the PHA Governing Board

1. Yes No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)

A. Name of resident member(s) on the governing board: Barbara Ayers

B. How was the resident board member selected: (select one)?

Elected

Appointed

C. The term of appointment is (include the date term expires): Five years

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

the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis

the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.

Other (explain):

B. Date of next term expiration of a governing board member: April 30, 2008

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position):

Chairman	Charles Berman	5/1/04-4/30/07
Vice Chairman	Henry Rowett	5/1/05 -4/30/09
Secretary	Margaret J. O'Connell	
Director	Lyn Farrell	5/1/01- 4/30/06
Director	Phyllis Jordan	5/1/05 -4/30/09
Director	Louise Brooks	10/14/2004 - 4/30/2009

13. Capital Fund Program Five-Year Action Plan

Required Attachment F: Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provide a description sufficient to identify how members are chosen.)

Louise Simpson
57 Millport Avenue
Unit 3
New Canaan, CT 06840

New Canaan Housing Authority

57 Millport Avenue
New Canaan, Connecticut 06840

Minimum Rent Hardship Exemption

The New Canaan Housing Authority shall immediately grant an exemption from application of the minimum monthly rent to any resident unable to pay such amount because of financial hardship, which shall include situations in which:

- The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program
- 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 circumstance, including loss of employment and/or a death in the family.

If a resident requests a hardship exemption and the NCHA reasonably determines the hardship to be of a temporary nature, an exemption shall not be granted during the 90-day period beginning from the date of the exemption request. A resident may not be evicted for non-payment of rent during this 90-day period. In such case, if the resident demonstrates that the financial hardship is of a long-term basis, the NCHA will retroactively exempt the resident from the applicability of the minimum rent requirement for such 90-day period.

Certification

I have read and understand the Minimum Rent Hardship Exemption Policy.

(Resident Signature)

(Date)

(NCHA Representative Signature)

(Date)

Mill Apartments - State Units						
Year 2006 - approved 11-16-05						
	2005YTD	2005		2006		Notes
	Actual	Budget	Variance	Budget	Variance	
	Projected					
INCOME						
UNIT INCOME						
rent	\$ 73,728.00	\$ 73,728.00	\$ -	\$ 73,728.00	\$ -	
Excess rent	\$ 14,271.60	\$ 22,836.00	\$ (8,564.40)	\$ 33,984.00	\$ 19,712.40	This amount represents tenants with excess income
NET UNIT INCOME	\$ 87,999.60	\$ 96,564.00	\$ (8,564.40)	\$ 107,712.00	\$ 19,712.40	
OTHER INCOME						
late charges	\$ 612.00	\$ 600.00	\$ 12.00	\$ 600.00	\$ (12.00)	
fuel income	\$ 14,148.78	\$ 20,000.00	\$ (5,851.22)	\$ 39,054.40	\$ 24,905.62	This income will wash out the fuel expense line
maintenance charge	\$ 246.00	\$ 500.00	\$ (254.00)	\$ 500.00	\$ 254.00	
legal charge	\$ 2,375.84	\$ 500.00	\$ 1,875.84	\$ 1,000.00	\$ (1,375.84)	This projected income from stipulated agreements
misc income	\$ 70,000.00					The sell of land through eminent domain
interest income	\$ 7,000.00	\$ 13,000.00	\$ (6,000.00)	\$ 6,000.00	\$ (1,000.00)	
TOTAL OTHER INCOME	\$ 94,382.62	\$ 34,600.00	\$ 59,782.62	\$ 47,154.40	\$ 22,771.78	
TOTAL INCOME	\$ 182,382.22	\$ 131,164.00	\$ 51,218.22	\$ 154,866.40	\$ 42,484.18	
EXPENSES						
ADMINISTRATIVE EXPENSE						
office expense	\$ 3,410.28	\$ 3,600.00	\$ 189.72	\$ 4,000.00	\$ 589.72	
management fee	\$ 15,600.00	\$ 15,600.00	\$ -	\$ 15,600.00	\$ -	Management Fee increase of \$100/month - Last Increase 1/03
Seminars and Education	\$ 706.16	\$ 500.00	\$ (206.16)	\$ 1,000.00	\$ (293.84)	NAHRO seminars
legal expense	\$ 1,977.84	\$ 600.00	\$ (1,377.84)	\$ 600.00	\$ (1,377.84)	2005 June Palmer and eminent domain
audit / tax prep expense	\$ 3,614.50	\$ 3,800.00	\$ 185.50	\$ 3,800.00	\$ 185.50	
TOTAL ADMINISTRATIVE EXPENSE	\$ 25,308.78	\$ 24,100.00	\$ 1,208.78	\$ 25,000.00	\$ (896.46)	
OPERATING EXPENSE						
heating	\$ 20,097.18	\$ 21,000.00	\$ 902.82	\$ 39,054.40	\$ 18,957.22	2006 -\$2.219/gallon*550 gallons*16*2
electricity	\$ 760.72	\$ 800.00	\$ 39.28	\$ 900.00	\$ 139.28	YTD for vacant units and office expense
water	\$ 31.73	\$ 100.00	\$ 68.27	\$ 100.00	\$ 68.27	YTD for vacant units
exterminating	\$ 2,651.57	\$ 3,000.00	\$ 348.43	\$ 3,000.00	\$ 348.43	
trash removal	\$ 738.22	\$ 4,404.00	\$ 3,665.78	\$ 4,440.00	\$ 3,701.78	YTD - waste management forgot to bill/month - this is just two months
telephone	\$ 723.77	\$ 800.00	\$ 76.23	\$ 800.00	\$ 76.23	
misc operating expense	\$ 612.00	\$ 700.00	\$ 88.00	\$ 700.00	\$ 88.00	
TOTAL OPERATING EXPENSE	\$ 25,615.18	\$ 30,804.00	\$ 5,188.82	\$ 48,994.40	\$ 23,379.22	
MAINTENANCE EXPENSE						
snow plowing	\$ 13,050.00	\$ 10,000.00	\$ (3,050.00)	\$ 15,000.00	\$ 1,950.00	2006- anticipated expense
grounds contract	\$ 21,114.00	\$ 17,000.00	\$ (4,114.00)	\$ 19,000.00	\$ (2,114.00)	Landscaper + Tree Removal in November
cleaning services	\$ 2,322.00	\$ 3,000.00	\$ 678.00	\$ 3,000.00	\$ 678.00	office and garbage cleaning
temp labor	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
repairs material	\$ 970.50	\$ 4,500.00	\$ 3,529.50	\$ 3,000.00	\$ 2,029.50	
repairs contract	\$ 23,313.47	\$ 30,500.00	\$ 7,186.53	\$ 30,500.00	\$ 7,186.53	combined plumbing, repairs, boiler maintenance, sewer and drain
misc maintenance expense	\$ 672.00	\$ 1,000.00	\$ 328.00	\$ 800.00	\$ 128.00	
TOTAL MAINTENANCE EXPENSE	\$ 61,441.97	\$ 66,500.00	\$ 5,058.03	\$ 71,800.00	\$ 10,358.03	
TAXES AND INSURANCE						
taxes - real estate	\$ -		\$ -		\$ -	
property insurance	\$ 3,363.97	\$ 3,600.00	\$ 236.03	\$ 3,600.00	\$ 236.03	
TOTAL TAXES AND INSURANCE	\$ 3,363.97	\$ 3,600.00	\$ 236.03	\$ 3,600.00	\$ 236.03	
FINANCIAL EXPENSES						
interest expense	\$ -	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	
service charge	\$ 960.00	\$ 1,000.00	\$ 40.00	\$ 1,000.00	\$ 40.00	
TOTAL FINANCIAL EXPENSES	\$ 960.00	\$ 1,100.00	\$ 140.00	\$ 1,100.00	\$ 140.00	
CAPITAL EXP / REPL. RESERVE						
Consulting		\$ -		\$ -		
Replacement Reserve Deposits/withdrawal	\$ -	\$ 5,060.00	\$ 5,060.00	\$ 4,372.00	\$ 4,372.00	
TOTAL CAPITAL EXP/ REPL. RESERVE	\$ -	\$ 5,060.00	\$ 5,060.00	\$ 4,372.00	\$ 4,372.00	
TOTAL EXPENSES	\$ 116,689.90	\$ 131,164.00	\$ 14,474.10	\$ 154,866.40	\$ 38,176.50	Mill 2006
NET INCOME	\$ 65,692.32	\$ -	\$ (65,692.32)	\$ -	\$ (65,692.32)	YTD represents \$ from eminent domain

Millport Apartments - Federal Units						
Year 2006 - Approved 11-16-05						
	2005YTD	2005		2006		Notes
	Actual	Budget	Variance	Budget	Variance	
	Projected					
INCOME						
UNIT INCOME						
rent	\$100,783.20	\$114,000.00	\$(13,216.80)	\$ 91,680.00	\$ (9,103.20)	This amount will fluctuate depending on the annual recerts.
NET UNIT INCOME	\$100,783.20	\$114,000.00	\$(13,216.80)	\$ 91,680.00	\$ (9,103.20)	
OTHER INCOME						
late charges	\$ 648.00	\$ 750.00	\$ (102.00)	\$ 700.00	\$ 52.00	
vacancy loss	\$ -	\$ -	\$ -	\$ -	\$ -	
maintenance charge	\$ 1,051.20	\$ 500.00	\$ 551.20	\$ 1,100.00	\$ 48.80	
Misc Income - Capital Fund Program	\$ 67,990.00			\$ 31,107.00		YTD - represents draw from \$\$ from 2002 + 2003
legal charge	\$ -	\$ 1,000.00	\$(20,000.00)	\$ 1,000.00	\$ 1,000.00	
interest income	\$ 11,000.00	\$ 20,000.00	\$(11,250.00)	\$ 10,000.00	\$ (1,000.00)	
TOTAL OTHER INCOME	\$ 80,689.20	\$ 22,250.00	\$(30,800.80)	\$ 43,907.00	\$ 100.80	
TOTAL INCOME	\$181,472.40	\$136,250.00	\$(44,017.60)	\$135,587.00	\$ (9,002.40)	
EXPENSES						
ADMINISTRATIVE EXPENSE						
office expense	\$ 532.68	\$ 2,600.00	\$ 25,507.32	\$ 2,000.00	\$ (1,467.32)	Represents advertising, renting, admin. Expenses
management fee	\$ 26,040.00	\$ 26,040.00	\$(24,040.00)	\$ 26,040.00	\$ -	2005 - 100/month increase
legal expense	\$ 180.00	\$ 2,000.00	\$ 380.00	\$ 1,000.00	\$ (820.00)	
Seminars and Education	\$ 508.00	\$ 560.00	\$ 3,492.00	\$ 560.00	\$ (52.00)	NAHRO seminars
audit / tax prep expense	\$ 4,335.00	\$ 4,000.00	\$ (1,335.00)	\$ 4,500.00	\$ (165.00)	
misc administrative expense	\$ 2,999.91	\$ 3,000.00	\$ 35,200.09	\$ 3,000.00	\$ (0.09)	
TOTAL ADMINISTRATIVE EXPENSE	\$ 34,595.59	\$ 38,200.00	\$(34,595.59)	\$ 37,100.00	\$ (2,504.41)	
OPERATING EXPENSE						
electricity	\$ 1,559.28	\$ 1,200.00	\$ 1,440.72	\$ 1,700.00	\$ (140.72)	cost of electricity has increase
water	\$ 3,476.04	\$ 3,000.00	\$ 373.96	\$ 3,500.00	\$ (23.96)	
exterminating	\$ 3,936.00	\$ 3,850.00	\$ (536.00)	\$ 4,000.00	\$ (64.00)	
trash removal	\$ 4,793.65	\$ 3,400.00	\$ (4,093.65)	\$ 4,500.00	\$ 293.65	
telephone	\$ 723.80	\$ 700.00	\$ 11,426.20	\$ 730.00	\$ (6.20)	
TOTAL OPERATING EXPENSE	\$ 14,488.78	\$ 12,150.00	\$ 8,611.22	\$ 14,430.00	\$ 58.78	
MAINTENANCE EXPENSE						
snow plowing	\$ 13,050.00	\$ 12,000.00	\$ (1,050.00)	\$ 15,000.00	\$ 1,950.00	
grounds contract	\$ 16,114.00	\$ 15,000.00	\$ (1,114.00)	\$ 15,000.00	\$ (1,114.00)	Landscape contract plus minor Tree work
cleaning services	\$ 3,216.42	\$ 3,000.00	\$ (216.42)	\$ 3,000.00	\$ (216.42)	office and garbage cleaning
temp labor	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
repairs material	\$ 1,309.23	\$ 3,000.00	\$ 1,690.77	\$ 3,000.00	\$ 1,690.77	
repairs contract	\$ 29,578.46	\$ 20,000.00	\$ (9,578.46)	\$ 30,000.00	\$ 421.54	YTDA represents combined plumbing, repairs, repairs electrical, sewer and drain
repairs extraordinary	\$ -	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	
repairs sewer & drain	\$ -	\$ -	\$ -	\$ -	\$ -	moved expense to repairs contract
appliance purchases	\$ 1,396.80	\$ 4,000.00	\$ 2,603.20	\$ 2,000.00	\$ 603.20	
TOTAL MAINTENANCE EXPENSE	\$ 64,664.91	\$ 77,500.00	\$ 12,835.09	\$ 68,500.00	\$ 3,835.09	
TAXES AND INSURANCE						
property insurance	\$ 7,404.22	\$ 8,400.00	\$ 995.78	\$ 8,000.00	\$ (595.78)	
TOTAL TAXES AND INSURANCE	\$ 7,404.22	\$ 8,400.00	\$ 995.78	\$ 8,000.00	\$ (595.78)	
CAPITAL EXP / REPL. RESERVE						
Replacement Reserve Deposits	\$ -	\$ -	\$ -	\$ 7,557.00	\$ -	
Consulting	\$ -	\$ -	\$ -	\$ -	\$ -	
Appliances	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL CI / RR	\$ -	\$ -	\$ -	\$ 7,557.00	\$ -	
TOTAL EXPENSES	\$121,153.50	\$136,250.00	\$(12,153.50)	\$135,587.00	\$ 793.68	
NET INCOME	\$ 60,318.90	\$ -	\$(60,318.90)	\$ -	\$(60,318.90)	YTD Represent \$ from Cap. Fund Program for 2002 and 2003

**Millport Apartments
c/o The Housing Authority of the
Town of New Canaan**

**57-63 Millport Avenue
New Canaan, Connecticut 06840**

Admissions and Continued Occupancy Policy

for the

Millport Apartments

Effective Date: 2002

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the policies for the operation of the Public Housing Program, incorporating Federal, State and local law at the **Millport Apartments c/o the Housing Authority of the Town of New Canaan (MILLPORT APARTMENTS C/O NCHA)**. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

It is the mission of the MILLPORT APARTMENTS C/O NCHA to provide decent, fair, safe, and affordable housing for all applicant and tenants that are interested or currently living or applying to reside at Millport Apartments.

1.0 FAIR HOUSING

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

No person shall, on the grounds of race, color, sex, sexual orientation, 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 MILLPORT APARTMENTS C/O NCHA' programs.

To further its commitment to full compliance with applicable Civil Rights laws, the MILLPORT APARTMENTS C/O NCHA will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the MILLPORT APARTMENTS C/O NCHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The MILLPORT APARTMENTS C/O NCHA will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The MILLPORT APARTMENTS C/O NCHA will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the MILLPORT APARTMENTS C/O NCHA 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 MILLPORT APARTMENTS C/O NCHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the MILLPORT APARTMENTS C/O NCHA will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

2.1 COMMUNICATION

Applicants for the MILLPORT APARTMENTS C/O NCHA may submit a written request for reasonable accommodation at that time.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation. A tenant may request reasonable accommodation in writing at any time, and the MILLPORT APARTMENTS C/O NCHA will respond in a timely manner.

All decisions granting or denying requests for reasonable accommodations will be in writing.

2.2 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 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 MILLPORT APARTMENTS C/O NCHA 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 MILLPORT APARTMENTS C/O NCHA will obtain documentation that the requested accommodation is needed due to the disability. The MILLPORT APARTMENTS C/O NCHA 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 MILLPORT APARTMENTS C/O NCHA's business is housing. If the request would alter the fundamental business that the MILLPORT APARTMENTS C/O NCHA conducts, that would not be reasonable. For instance, the MILLPORT APARTMENTS C/O NCHA would deny a request to have the MILLPORT APARTMENTS C/O NCHA 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 MILLPORT APARTMENTS C/O NCHA may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the MILLPORT APARTMENTS C/O NCHA retains the right to be shown how the requested accommodation enables the individual to access or use the MILLPORT APARTMENTS C/O NCHA's programs or services.

If more than one accommodation is equally effective in providing access to the MILLPORT APARTMENTS C/O NCHA's programs and services, the MILLPORT APARTMENTS C/O NCHA retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the MILLPORT APARTMENTS C/O NCHA if there is no one else willing to pay for the modifications. If another party pays for the modification, the MILLPORT APARTMENTS C/O NCHA will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the MILLPORT APARTMENTS C/O NCHA will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant 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.

3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The MILLPORT APARTMENTS C/O NCHA will endeavor to have bilingual staff or access to people who speak languages other than English.

4.0 FAMILY OUTREACH

The MILLPORT APARTMENTS C/O NCHA will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

The MILLPORT APARTMENTS C/O NCHA will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

5.0 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice (see **Appendix C**). 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 tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

6.0 REQUIRED POSTINGS

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

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy

- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of the development name, address, number of units, units designed with special accommodations, address of all Authority offices, office hours, telephone numbers, and Resident Facilities and operational hours
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current MILLPORT APARTMENTS C/O NCHA Notices

7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

Millport Apartments c/o the Housing Authority of the Town of New Canaan
57 Millport Avenue
New Canaan, CT 06840

Applications are taken to compile a waiting list. Due to the demand for housing in the MILLPORT APARTMENTS C/O NCHA jurisdiction, the MILLPORT APARTMENTS C/O NCHA may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the MILLPORT APARTMENTS C/O NCHA will verify the information.

Applications may be made in person on the days that are posted in the advertisement (posted in the local newspaper) when the waitlist is open.

The completed application will be dated and time stamped upon its return to the MILLPORT APARTMENTS C/O NCHA.

Persons with disabilities who require a reasonable accommodation in completing an application may call the MILLPORT APARTMENTS C/O NCHA to make special arrangements.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information regarding family composition and income, in order to determine eligibility for assistance at MILLPORT APARTMENTS C/O NCHA. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the MILLPORT APARTMENTS C/O NCHA will make a preliminary determination of eligibility. The MILLPORT APARTMENTS C/O NCHA will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the MILLPORT APARTMENTS C/O NCHA determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition and income or preference factors. The MILLPORT APARTMENTS C/O NCHA will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be made in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The MILLPORT APARTMENTS C/O NCHA will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the MILLPORT APARTMENTS C/O NCHA screening criteria in order to be admitted to

public housing.

8.2 **ELIGIBILITY CRITERIA**

A. Family Status

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;

- b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
 - d. For purposes of qualifying for public housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
- 5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
 - 6. A **remaining member of a tenant family**.
 - 7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income Eligibility

- 1. To be eligible for admission to public housing, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
- 2. Income limits apply only at admission and are not applicable for continued occupancy.
- 3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the MILLPORT APARTMENTS C/O NCHA.
- 4. If the MILLPORT APARTMENTS C/O NCHA acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
- 5. Income limit restrictions do not apply to families transferring within our Public Housing Program.
- 6. The MILLPORT APARTMENTS C/O NCHA may allow police officers

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

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
 - a. 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.
 - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 13.6 for calculating rents under the non-citizen rule).
 - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they do not have one.

E. Signing Consent Forms (see **Appendix C**, Form HUD-9887)

1. In order to be eligible, each member of the applicant family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the MILLPORT APARTMENTS C/O NCHA 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 MILLPORT APARTMENTS C/O NCHA 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.

8.3 SUITABILITY

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The MILLPORT APARTMENTS C/O NCHA will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, MILLPORT APARTMENTS C/O NCHA employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The MILLPORT APARTMENTS C/O NCHA will consider objective and reasonable aspects of the family's background, including the following:
 - 1. History of meeting financial obligations, especially rent;
 - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
 - 3. 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;
 - 3. History of disturbing neighbors or destruction of property;
 - 4. Having committed fraud in connection with any Federal housing

assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and

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

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

1. A credit check of the head, spouse and co-head;
2. A rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides. 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. Where the individual has lived outside the local area, the MILLPORT APARTMENTS C/O NCHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

8.4 GROUND S FOR DENIAL

The MILLPORT APARTMENTS C/O NCHA is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;

- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were 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;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The MILLPORT APARTMENTS C/O NCHA may waive this requirement if:
 - 1. The person demonstrates to the MILLPORT APARTMENTS C/O NCHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;

- 3. Has otherwise been rehabilitated successfully; or
 - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any MILLPORT APARTMENTS C/O NCHA staff member or resident;
 - N. Have a household member who has ever been evicted from public housing;
 - O. Have a family household member who has been terminated under the certificate or voucher program;
 - P. **Denied for Life:** If any family member has been convicted of manufacturing or producing controlled substances or illegal drugs in a public housing development or in a Section 8 assisted property;
 - Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

8.5 ***INFORMAL REVIEW(See Appendix B: Grievance Procedure)***

- A. If the MILLPORT APARTMENTS C/O NCHA determines that an applicant does not meet the criteria for receiving public housing assistance, the MILLPORT APARTMENTS C/O NCHA 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 MILLPORT APARTMENTS C/O NCHA will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the MILLPORT APARTMENTS C/O NCHA, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the MILLPORT APARTMENTS C/O NCHA's decision. The MILLPORT APARTMENTS C/O NCHA must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the MILLPORT APARTMENTS C/O NCHA provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

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

9.0 MANAGING THE WAITING LIST

9.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice stating that applications for public housing 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 include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation.

9.2 ORGANIZATION OF THE WAITING LIST

One waiting list will be maintained for the Millport Apartments in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contact between the MILLPORT APARTMENTS C/O NCHA and the applicant will be documented in the applicant file.

9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be nearing the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If, based on this verification, the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The MILLPORT APARTMENTS C/O NCHA must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

9.4 *UPDATING AND PURGING THE WAITING LIST*

The MILLPORT APARTMENTS C/O NCHA will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the MILLPORT APARTMENTS C/O NCHA has current information, i.e. applicant's address, family composition, income category, and preferences.

9.5 *REMOVAL OF APPLICANTS FROM THE WAITING LIST*

The MILLPORT APARTMENTS C/O NCHA will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

9.6 *MISSED APPOINTMENTS*

All applicants who fail to keep a scheduled appointment with the MILLPORT APARTMENTS C/O NCHA will be sent a notice of termination of the process for eligibility.

The MILLPORT APARTMENTS C/O NCHA will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the MILLPORT APARTMENTS C/O NCHA 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.

9.7 *NOTIFICATION OF NEGATIVE ACTIONS*

Any applicant whose name is being removed from the waiting list will be notified by the MILLPORT APARTMENTS C/O NCHA, in writing, that they have ten (10) 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 MILLPORT APARTMENTS C/O NCHA system of removing applicant names from the

waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the MILLPORT APARTMENTS C/O NCHA will verify that there is in fact a disability and the disability caused the failure to respond, and will provide a reasonable accommodation. 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.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

The MILLPORT APARTMENTS C/O NCHA will select families who are apparently eligible, and, based on the following preferences within each bedroom size category based on our local housing needs and priorities, will place them on the waiting list in the following order:

- A. Applicants with an adult family member who either lives or works or has been hired to work in the Town of New Canaan.
- B. All other applicants.

Based on the above preferences, all families in preference A will be offered housing before any families in preference B.

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

Buildings Designed for the Elderly and Disabled:

Not applicable to MILLPORT APARTMENTS C/O NCHA.

Buildings Designated as Elderly Only Housing:

Not applicable to MILLPORT APARTMENTS C/O NCHA.

Buildings Designated for Disabled Only Housing:

Not applicable to MILLPORT APARTMENTS C/O NCHA.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from

the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family’s unit size without overcrowding or over-housing:

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the MILLPORT APARTMENTS C/O NCHA 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 children who are temporarily in foster care.

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

- A. Children of the same sex will share a bedroom.
- B. Children of the opposite sex, both under the age of six (6), will share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster adults and/or foster children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines. A family may request a smaller unit size than the guidelines allow. The MILLPORT APARTMENTS C/O NCHA will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines. A family may request a larger unit size than the guidelines allow. The MILLPORT APARTMENTS C/O NCHA will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

10.3 SELECTION FROM THE WAITING LIST

The MILLPORT APARTMENTS C/O NCHA shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met MILLPORT APARTMENTS C/O NCHA shall semi-annually monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list MILLPORT APARTMENTS C/O NCHA will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

10.4 DECONCENTRATION POLICY

The MILLPORT APARTMENTS C/O NCHA will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments and the income levels of the families on the waiting

list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

10.5 OFFER OF A UNIT

When the MILLPORT APARTMENTS C/O NCHA discovers that a unit will become available, MILLPORT APARTMENTS C/O NCHA will contact the first family on the waiting list who has the highest priority for this type of unit and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

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

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the MILLPORT APARTMENTS C/O NCHA will send the family a letter documenting the offer and the rejection.

10.6 REJECTION OF UNIT

If the MILLPORT APARTMENTS C/O NCHA did not skip over other families on the waiting list to reach this family, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

10.7 ACCEPTANCE OF UNIT

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

Prior to signing the lease, all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the

orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, and the current schedule of routine maintenance charges. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with MILLPORT APARTMENTS C/O NCHA personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the MILLPORT APARTMENTS C/O NCHA will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to **one month Total Tenant Payment or \$100.00, whichever is greater.**

In exceptional situations, the MILLPORT APARTMENTS C/O NCHA reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One third shall be paid in advance, one third with their second rent payment, and one third with their third rent payment. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, the MILLPORT APARTMENTS C/O NCHA adds the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the MILLPORT APARTMENTS C/O NCHA subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

11.1 INCOME

Annual income means 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.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the MILLPORT APARTMENTS C/O NCHA believes that past income is the best available indicator of expected future income, the MILLPORT APARTMENTS C/O NCHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from 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 a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. 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.
- D. 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.)

E. 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.)

F. Welfare assistance (TANF)

1. **Not Applicable – Connecticut is not an “as paid” state.**

2. Imputed welfare income

a. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the MILLPORT APARTMENTS C/O NCHA by the welfare agency) plus the total amount of other annual income.

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

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

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

e. The MILLPORT APARTMENTS C/O NCHA will not include imputed welfare income in annual income if the family was not an

assisted resident at the time of the sanction.

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

3. Relations with welfare agencies

- a. The MILLPORT APARTMENTS C/O NCHA will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the MILLPORT APARTMENTS C/O NCHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
- b. The MILLPORT APARTMENTS C/O NCHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the MILLPORT APARTMENTS C/O NCHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
- c. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process

procedures. The MILLPORT APARTMENTS C/O NCHA shall rely on the welfare agency notice to the MILLPORT APARTMENTS C/O NCHA of the welfare agency's determination of a specified welfare benefits reduction.

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

11.2 ANNUAL 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 of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the MILLPORT APARTMENTS C/O NCHA governing board. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides 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 exclusion the following definitions apply:

- a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
 - i. Is authorized by a Federal, State or local law;
 - ii. Is funded by the Federal, State or local government;
 - iii. Is operated or administered by a public agency; and
 - iv. Has as its objective to assist participants in acquiring employment skills.
 - b. 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.
 - c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
 - b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
 - c. Families who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program.

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.

While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of the MILLPORT APARTMENTS C/O NCHA to provide the exclusion in all cases.

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. 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;
14. 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
15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
 - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
 - i. Amount of scholarships awarded under Title IV including Work Study

- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of childcare under the Childcare and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the Americorps Program

The MILLPORT APARTMENTS C/O NCHA will not provide exclusions from income in addition to those already provided for by HUD, above.

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - 1. Unreimbursed medical expenses of any elderly family or disabled family; and
 - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
- D. Reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) days of receipt by the resident.
- B. The Executive Director shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the MILLPORT APARTMENTS C/O NCHA shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the MILLPORT APARTMENTS C/O NCHA shall do one of the following:
 - 1. Immediately collect the back rent due to the agency;
 - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
 - 3. Terminate the lease and evict for failure to report income; or
 - 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

11.5 COOPERATING WITH WELFARE AGENCIES

The MILLPORT APARTMENTS C/O NCHA will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and
- B. To provide written verification to the MILLPORT APARTMENTS C/O NCHA concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

12.0 VERIFICATION

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

12.1 ACCEPTABLE METHODS OF VERIFICATION

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

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by 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 MILLPORT APARTMENTS C/O NCHA 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 MILLPORT APARTMENTS C/O NCHA will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the MILLPORT APARTMENTS C/O NCHA has been unable to obtain third party verification in a 4-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 MILLPORT APARTMENTS C/O NCHA will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

12.2 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 MILLPORT APARTMENTS C/O NCHA will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
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	Stock or most current

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	company	statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	<ul style="list-style-type: none"> - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion 	Evidence of job start

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

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

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The MILLPORT APARTMENTS C/O NCHA will make a copy of the individual's INS documentation and place the copy in the file. The MILLPORT APARTMENTS C/O NCHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the MILLPORT APARTMENTS C/O NCHA will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be

admitted to public housing.

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 eligibility will be denied.

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

If the MILLPORT APARTMENTS C/O NCHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in public housing 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 MILLPORT APARTMENTS C/O NCHA will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The MILLPORT APARTMENTS C/O NCHA 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 housed 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 sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual

fails to provide the verification within the time allowed, the family will be evicted.

12.5 TIMING OF VERIFICATION

Verification information must be dated within ninety (90) days of admission 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 information related to family circumstances and level of assistance. Or, the MILLPORT APARTMENTS C/O NCHA will only verify and update those elements reported to have changed.

12.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen 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 citizenship/eligible non-citizen 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.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income method or having their rent set at the flat rent amount (see **Appendix G**).

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:

1. The family's income has decreased.
 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the MILLPORT APARTMENTS C/O NCHA will provide them with the following information whenever they have to make rent decisions:
1. The MILLPORT APARTMENTS C/O NCHA's policies on switching types of rent in case of a financial hardship; and
 2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the MILLPORT APARTMENTS C/O NCHA will provide the amount of income-based rent for the subsequent year only the year the MILLPORT APARTMENTS C/O NCHA conducts an income reexamination or if the family specifically requests it and submits updated income information.

13.2 THE INCOME METHOD

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
- D. The minimum rent of \$25.

13.3 MINIMUM RENT

The MILLPORT APARTMENTS C/O NCHA has set the minimum rent at \$25. If the family requests a hardship exemption, however, the MILLPORT APARTMENTS C/O NCHA will suspend the minimum rent beginning the month following the family's request until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
 - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 - 2. When the family would be evicted because it is unable to pay the minimum rent;
 - 3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
 - 4. When a death has occurred in the family.
- B. No hardship. If the MILLPORT APARTMENTS C/O NCHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the MILLPORT APARTMENTS C/O NCHA reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the beginning of the suspension of the minimum rent. 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 repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the MILLPORT APARTMENTS C/O NCHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the MILLPORT APARTMENTS C/O NCHA's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 THE FLAT RENT

The MILLPORT APARTMENTS C/O NCHA has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The MILLPORT APARTMENTS C/O NCHA determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The MILLPORT APARTMENTS C/O NCHA will post the flat rents at the development and at the central office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

There is no utility allowance for families paying a flat rent.

13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

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

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

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 (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The MILLPORT APARTMENTS C/O NCHA will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the MILLPORT APARTMENTS C/O NCHA will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the MILLPORT APARTMENTS C/O NCHA. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.6 UTILITY ALLOWANCE

The MILLPORT APARTMENTS C/O NCHA shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the MILLPORT APARTMENTS C/O NCHA will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's income rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the MILLPORT APARTMENTS C/O NCHA. 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 belongs to the tenant.

For MILLPORT APARTMENTS C/O NCHA paid utilities, the MILLPORT APARTMENTS C/O NCHA will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the MILLPORT APARTMENTS C/O NCHA will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the MILLPORT APARTMENTS C/O NCHA for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of MILLPORT APARTMENTS C/O NCHA purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the MILLPORT APARTMENTS C/O NCHA on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

13.7 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents should be paid by mailing a check to **Millport Apartments c/o Phoenix Management, PO Box1356, Stamford, CT 06904**. Reasonable accommodations for this requirement will be made for persons with disabilities. No cash shall be accepted as a rent payment.

If the rent is not paid by the tenth of the month, a Notice to Vacate will be issued to the tenant. In addition, a late charge of \$1 a day will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$15 for processing costs as well as any fees levied by the bank.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

Not applicable to MILLPORT APARTMENTS C/O NCHA. [Community service requirement is applicable only to residents of HOPE VI developments.]

15.0 RECERTIFICATIONS

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

15.1 GENERAL

The MILLPORT APARTMENTS C/O NCHA will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or income method, and scheduling an appointment if they are currently paying an income rent. If the family thinks they may want to switch from a flat rent to an income rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the income method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the MILLPORT APARTMENTS C/O NCHA will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the MILLPORT APARTMENTS C/O NCHA taking eviction actions against the family.

15.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the income amount.
- B. The amount of the flat rent.
- C. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.

- E. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- F. The dates upon which the MILLPORT APARTMENTS C/O NCHA expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, MILLPORT APARTMENTS C/O NCHA will send a reexamination letter to the family offering the choice between a flat or an income rent (see **Appendix G**) The opportunity to select the flat rent is available only at this time. At the appointment, the MILLPORT APARTMENTS C/O NCHA may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the MILLPORT APARTMENTS C/O NCHA representative, they may make the selection on the form and return the form to the MILLPORT APARTMENTS C/O NCHA. In such case, the MILLPORT APARTMENTS C/O NCHA will cancel the appointment.

15.4 THE INCOME METHOD

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 MILLPORT APARTMENTS C/O NCHA will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;

- B. 30% of adjusted monthly income;
- C. The welfare rent; or
- D. The minimum rent.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

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

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

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

15.6 INTERIM REEXAMINATIONS

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

Families will not be required to report any increase in income or decrease in allowable expenses between annual reexaminations.

Families are required to report the following changes to the MILLPORT APARTMENTS C/O NCHA between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. The family's income has increased by \$40 or more
- B. A member has been added to the family through birth or adoption or court-awarded custody.
- C. A household member is leaving or has left the family unit.

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 MILLPORT APARTMENTS C/O NCHA will determine the eligibility of the individual before adding them 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, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

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 MILLPORT APARTMENTS C/O NCHA will take timely action to process the interim reexamination and recalculate the tenant's rent.

15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the MILLPORT APARTMENTS C/O NCHA may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

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

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first 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.

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To eliminate vacancy loss and other expenses due to unnecessary transfers.

16.2 CATEGORIES OF TRANSFERS

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

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

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

16.3 DOCUMENTATION

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

16.4 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in

category B.

Transfers in category C will be housed along with applicants for admission at a ratio of one transfer for every three admissions.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the MILLPORT APARTMENTS C/O NCHA and the family rejects two offers without good cause, the MILLPORT APARTMENTS C/O NCHA will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the MILLPORT APARTMENTS C/O NCHA's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.5 COST OF THE FAMILY'S MOVE

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

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit);

or

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

The cost of the transfer will be borne by the MILLPORT APARTMENTS C/O NCHA in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the MILLPORT APARTMENTS C/O NCHA has caused the unit to be unsafe or inhabitable.

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

16.6 TENANTS IN GOOD STANDING

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

16.7 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the MILLPORT APARTMENTS C/O NCHA may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The MILLPORT APARTMENTS C/O NCHA will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The MILLPORT APARTMENTS C/O NCHA will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

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

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

16.8 RIGHT OF THE MILLPORT APARTMENTS C/O NCHA IN TRANSFER POLICY

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

17.0 INSPECTIONS

An authorized representative of the MILLPORT APARTMENTS C/O NCHA and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the MILLPORT APARTMENTS C/O NCHA file and a copy given to the family member.

An authorized MILLPORT APARTMENTS C/O NCHA representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any MILLPORT APARTMENTS C/O NCHA damages to the unit.

17.1 MOVE-IN INSPECTIONS

The MILLPORT APARTMENTS C/O NCHA and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

17.2 ANNUAL INSPECTIONS

The MILLPORT APARTMENTS C/O NCHA will inspect each public housing unit annually to ensure that each unit meets the MILLPORT APARTMENTS C/O NCHA's housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

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

17.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the MILLPORT APARTMENTS C/O NCHA.

17.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, the MILLPORT APARTMENTS C/O NCHA will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

17.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the MILLPORT APARTMENTS C/O NCHA will give the tenant at least two (2) days written notice.

17.7 EMERGENCY INSPECTIONS

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

17.8 PRE-MOVE-OUT INSPECTIONS

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

17.9 MOVE-OUT INSPECTIONS

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

18.0 PET POLICY

18.1 EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

18.2 PETS IN PUBLIC HOUSING

The MILLPORT APARTMENTS C/O NCHA allows for pet ownership in its developments with the written pre-approval of the MILLPORT APARTMENTS C/O NCHA. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the MILLPORT APARTMENTS C/O NCHA harmless from any claims caused by an action or inaction of the pet.

18.3 APPROVAL

Residents must have the prior written approval of the MILLPORT APARTMENTS C/O NCHA before moving a pet into their unit. Residents must request approval from the MILLPORT APARTMENTS C/O NCHA in writing before the Housing Authority will approve the request. At this time, residents must provide the Housing Authority with a copy of a certification of the pet's inoculations as well as a picture of the pet so it can be identified if it is running loose.

18.4 TYPES AND NUMBER OF PETS

The MILLPORT APARTMENTS C/O NCHA will allow only common household pets. This means only domesticated animals such as a cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

Dogs of any size or type are not permitted.

All cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact and documentation must be provided to MILLPORT APARTMENTS C/O NCHA prior to approval of pet ownership.

The following schedule details the number of pets permitted per unit size:

Unit Size	Pets
Two Bedrooms	2
Three Bedrooms	2

Four or More Bedrooms	2
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Any animal deemed to be potentially harmful to the health or safety of others will not be allowed.

No animal may exceed 30 pounds in weight projected to full adult size.

18.5 INOCULATIONS

In order to be permitted at the MILLPORT APARTMENTS C/O NCHA, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the MILLPORT APARTMENTS C/O NCHA to attest to the inoculations.

18.6 PET DEPOSIT

A pet deposit equal to \$150/pet or the Total Tenant Payment, whichever is the lesser of the two, is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

18.7 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the MILLPORT APARTMENTS C/O NCHA reserves the right to exterminate and charge the resident.

18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or MILLPORT APARTMENTS C/O NCHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

18.9 DESIGNATION OF PET AREAS

All pets must be kept in the owner's apartment at all times. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of assistive animals no pets shall be allowed in the community room, public bathrooms, or office of the MILLPORT APARTMENTS.

18.10 MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over 12 hours. If the pet is left unattended and no arrangements have been made for its care, the MILLPORT APARTMENTS C/O NCHA will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their pets from fleas and ticks.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within 10 days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The MILLPORT APARTMENTS C/O NCHA's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

18.11 REMOVAL OF PETS

The MILLPORT APARTMENTS C/O NCHA, or an appropriate community authority, shall require the removal of any pet if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the site or of other persons in the community where the development is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the MILLPORT APARTMENTS C/O NCHA has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

19.0 REPAYMENT AGREEMENTS

When a resident owes the MILLPORT APARTMENTS C/O NCHA back charges and is unable to pay the balance by the due date, the resident may request that the MILLPORT APARTMENTS C/O NCHA allow them to enter into a Repayment Agreement. The MILLPORT APARTMENTS C/O NCHA has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

20.0 TERMINATION

20.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a 30 calendar day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

20.2 TERMINATION BY THE HOUSING AUTHORITY

The MILLPORT APARTMENTS C/O NCHA will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;

- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling;
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of illegal drugs or controlled substances on the premises of the MILLPORT APARTMENTS C/O NCHA;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- M. Other good cause.

The MILLPORT APARTMENTS C/O NCHA will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

20.3 ABANDONMENT

The MILLPORT APARTMENTS C/O NCHA will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, any MILLPORT APARTMENTS C/O NCHA representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the MILLPORT APARTMENTS C/O NCHA does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

The MILLPORT APARTMENTS C/O NCHA will mail a notice of the sale or disposition to the resident and then wait **10 days from date of notice for tenant to contact LL. see 47a-11 CGS.** Family pictures, keepsakes, and personal papers cannot be sold or disposed of until 30 days after the MILLPORT APARTMENTS C/O NCHA mails the notice of abandonment.

Any money raised by the sale of the property goes to cover money owed by the family to the MILLPORT APARTMENTS C/O NCHA such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the MILLPORT APARTMENTS C/O NCHA will mail it to the family. If the family's address is not known, the MILLPORT APARTMENTS C/O NCHA will keep it for the resident for one year. If it is not claimed within that time, it belongs to the MILLPORT APARTMENTS C/O NCHA.

Within 30 days of learning of abandonment, the MILLPORT APARTMENTS C/O NCHA will either return the deposit or provide a statement of why the deposit is being kept.

20.4 RETURN OF SECURITY DEPOSIT

After a family moves out, the MILLPORT APARTMENTS C/O NCHA will return the security deposit within 30 calendar days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

If State law requires the payment of interest on security deposits, it shall be complied with.

The MILLPORT APARTMENTS C/O NCHA will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 30 calendar days of the move out date.

GLOSSARY OF RELATED TERMS

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

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

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

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 childcare expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

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. (24 CFR 5.403)

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.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

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

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

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

Asset Income: Income received from assets held by family 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. (See "imputed asset income" below.)

Assistance applicant: A family or individual that seeks admission to the public housing program.

Ceiling Rent: Maximum rent allowed for some units in public housing projects (**NOT APPLICABLE TO MILLPORT APARTMENTS C/O NCHA.**)

Certification: The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

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. (24 CFR 5.504(b))

Childcare 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. (24 CFR 5.603(d))

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

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

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of

other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

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

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. (24 CFR 5.100)

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. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

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. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

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. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

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

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

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

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family includes but is not limited to:

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

Family Members: All members of the household other than 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 lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Full-Time Student: A person who is attending school or vocational training on a full-time basis.

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

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

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

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

Income Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under this method, the family's income is evaluated at least annually.

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

Live-In Aide: A person who resides with one or more elderly persons, 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. (24 CFR 5.403(b))

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

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

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

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

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. (24 CFR 5.504(b))

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

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

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

Participant: A family or individual that is assisted by the public housing program.

Person with Disabilities: A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - 1. Is expected to be of long-continued and indefinite duration;

2. Substantially impedes his or her ability to live independently; and
 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
- C. Has a developmental disability as defined in 42 U.S.C. 6001.

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

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

Previously unemployed: This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Processing Entity: The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Responsible Entity:

- A. For the public housing program, responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

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 family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

Specified Welfare Benefit Reduction:

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
 - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
 - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
 - 3. because a family member has not complied with other welfare agency requirements.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
 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; or
 - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

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.
 2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107,

as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

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 by a housing authority 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. (24 CFR 5.603)

Utility Reimbursement: 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. (24 CFR 5.603)

Very Low-Income Families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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.

ACRONYMS

ACC	Annual Contributions Contract
ACOP	Admissions and Continued Occupancy Policy
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
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
MILLPORT APARTMENTS C/O NCHA	Millport Apartments c/o the Housing Authority of the Town of New Canaan
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

APPENDICES

Appendix A: Dwelling Lease

Appendix B: Grievance Procedure

Appendix C: Application Package, Including:
Form HUD-9887 and 9887-A, Notice and Consent for the Release of Information

Appendix D: Utility Allowance Schedule

Appendix E: Current Schedule of Routine Maintenance Charges

Appendix F: Income Limits for Admission

Appendix G: Flat Rent vs. Income Based Rent Fact Sheet

Appendix H: Minimum Rent Hardship Exemption

Appendix I: Notice of Rent Adjustment Letter

APPENDIX A

DWELLING LEASE

Millport Apartments c/o The New Canaan Housing Authority

**57-63 Millport Avenue
New Canaan, Connecticut 06840**

RESIDENTIAL LEASE AGREEMENT

THIS LEASE IS COMPRISED OF TWO PARTS:

Part I establishes the Terms and Conditions of the Lease. These apply to all residents;

Part II is a Lease contract. This is executed by the resident and Millport Apartments c/o The Authority, includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of Lease execution) and dates of birth (DOB);
- Unit address, occupancy date, and unit number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Utilities and appliances provided by Millport Apartments c/o The Authority with the unit;
- All pamphlets or informational materials provided to Tenant;
- Signature line for the parties to the Lease (all adult members of Tenant household must sign the Lease);
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal Authority working hours.

**PART I of the RESIDENTIAL LEASE AGREEMENT:
TERMS AND CONDITIONS**

**Millport Apartments
c/o
Millport Apartments c/o The New Canaan Housing Authority**

THIS LEASE AGREEMENT (the “Lease”) is between the Millport Apartments c/o the Millport Apartments c/o The New Canaan Housing Authority (“MILLPORT APARTMENTS C/O THE AUTHORITY” or the “Authority”) and Tenant named in Part II of this Lease (the “Tenant”).

I. Description of the Parties and Premises:

- (a) Millport Apartments c/o The Authority, using verified data about income, family composition, and needs, Leases to Tenant, the property (called “premises” or “dwelling unit”) described in Part II of this Lease Agreement, subject to the terms and conditions contained in this Lease.
- (b) Premises must be used only as a private residence, solely for Tenant and the household members named on Part II of the Lease.
- (c) Any additions to the household members named on the Lease, including Live-in Aides and foster children, **but excluding natural births**, require the advance written approval of Millport Apartments c/o The Authority. Such approval will be granted only if the new family members pass Millport Apartments c/o The Authority’s screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

Tenant agrees to wait for Millport Apartments c/o The Authority’s approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which Millport Apartments c/o The Authority may terminate the Lease in accordance with Section XVI.

- (d) Deletions (for any reason) from the household members named on the Lease shall be reported by the Tenant to Millport Apartments c/o The Authority in writing, within ten (10) days of the occurrence.

II. Lease and Amount of Rent

- (a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall be of a Initial One Year Term and then automatically renewable for successive terms of one calendar month after the Initial One Year Term.

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by Millport Apartments c/o The Authority in accordance with Section VII herein.

The amount of the Total Tenant Payment and Tenant Rent shall be determined by Millport Apartments c/o The Authority in compliance with HUD regulations and requirements and in accordance with Millport Apartments c/o The Authority's Admissions and Occupancy Policy.

- (b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the tenth (10th) calendar day of the month.** Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear.

When Millport Apartments c/o The Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, Millport Apartments c/o The Authority shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by Millport Apartments c/o The Authority. If Tenant asks for an explanation, Millport Apartments c/o The Authority shall respond in a reasonable time.

III. Other Charges

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of other charges are specified in Part II of this Lease. Other charges can include:

- (a) Maintenance costs: The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When Millport Apartments c/o The Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by Millport Apartments c/o The Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to Millport Apartments c/o The Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
- (b) Excess Utility Charges: At developments where utilities are provided by Millport Apartments c/o The Authority, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.
- (c) Installation charges for tenant-supplied air conditioners.
- (d) Late Charges: A charge of \$10.00 will be applied to your account on the 10th of the month with an addition \$1.00 per day late for rent or other charges paid after the tenth (10th) calendar day of the month. [966.4 (b)(3)] Millport Apartments c/o The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives Millport Apartments c/o The Authority's written notice of the charge.

- (e) Bad Checks: Millport Apartments c/o The Authority may collect a fee equal \$15.00, in addition to any related charges levied by the bank, whenever a check is returned for insufficient funds (bounced) or for any other reason.
- (f) Pet Charges: Millport Apartments c/o The Authority shall collect a refundable fee of \$150 or one month Total Tenant Payment, whichever is lesser, at the time a resident registers a pet with Millport Apartments c/o The Authority. The fee shall be refunded, less any reasonable charges, when resident vacates the unit. The Pet Policy is provided to the Tenant as an attachment to this Lease and is detailed in the ACOP.

IV. Payment Location

Rent and other charges can be paid at by mailing your rent check to **Millport Apartments, c/o Phoenix Management, PO 1356, Stamford, CT 06904**. However, if needed as a reasonable accommodation, Millport Apartments c/o The Authority shall make other arrangements for payment of rent. Millport Apartments c/o The Authority will not accept cash.

V. Security Deposit

- (a) Tenant's Responsibilities: Tenant agrees to pay an amount equal to one month's Total Tenant Payment or \$100, whichever is greater. The dollar amount of the security deposit is noted on Part II of this Lease.
- (b) Authority's Responsibilities: Millport Apartments c/o The Authority will use the Security Deposit at the termination of this Lease:
 - 1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this Lease.
 - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
- (c) Millport Apartments c/o The Authority shall not charge a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the dwelling unit has been inspected by Millport Apartments c/o The Authority.

The return of a security deposit shall occur within 30 days after Tenant moves out. Millport Apartments c/o The Authority agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes Millport Apartments c/o The Authority with a forwarding address. If any deductions are made, Millport Apartments c/o The Authority will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

VI. Utilities and Appliances

- (a) Authority-Supplied Utilities: If indicated by an (X) on Part II of this Lease, Millport Apartments c/o The Authority will supply the indicated utility: electricity, heating fuel, water, sewer service. Millport Apartments c/o The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

Millport Apartments c/o The Authority shall provide cold water. If indicated by an (X) on Part II of this Lease, Millport Apartments c/o The Authority will provide a cooking range and refrigerator. Other major electrical appliances, such as air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of Millport Apartments c/o The Authority.

- (b) Tenant-paid Utilities: If Tenant resides in a development where Millport Apartments c/o The Authority does not supply electricity, natural gas, or heating fuel, and where Tenant pays utilities directly to the supplier, an Allowance for Utilities shall be established by Millport Apartments c/o The Authority and updated annually, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, Millport Apartments c/o The Authority will pay a Utility Reimbursement to the utility supplier or Tenant each month.

Millport Apartments c/o The Authority may change the Allowance for Utilities at any time during the term of the Lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

- (c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by Millport Apartments c/o The Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or Rules and Regulations restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Terms and Conditions

The following terms and conditions of occupancy are made a part of this Lease.

- (a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the Lease.

No guest shall stay in an apartment for more than 15 days without the prior written approval of Millport Apartments c/o The Authority.

- (b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and cannot make arrangements for someone to aid him/her in complying with the Lease, and Millport Apartments c/o The Authority cannot make any reasonable accommodation that would enable Tenant to comply with the Lease; THEN,

Millport Apartments c/o The Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, Millport Apartments c/o The Authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIV of this Lease.

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with Lease terms.

- (c) Redetermination of Rent, Dwelling Size, and Eligibility: The rent amount as fixed in Part II of this Lease is due each month until changed as described below.

(1) The status of each family is to be re-examined at least once a year.

(2) Tenant agrees to supply Millport Apartments c/o The Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent.

Failure to supply such information when requested is a serious violation of the terms of the Lease, and Millport Apartments c/o The Authority may terminate the Lease.

All information must be verified. Tenant agrees to comply with Millport Apartments c/o The Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

Millport Apartments c/o The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by Millport Apartments c/o The Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in Millport Apartments c/o The Authority's office. A copy of the policies can be furnished on request at the expense of the person making the request.

- (3) Rent will not be subject to change during the period between regular re-examinations, UNLESS during such period:

(a) A change in family composition would either increase or decrease the rent by 10% or more.

(b) The Tenant's household income increases by \$40 or more.

(c) A decrease in the family's income would lower the rent by 10% or more.

(d) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent.

If a reduction is granted, Tenant must report subsequent increases in income within ten (10) days of the occurrence, until the next scheduled re-examination. (Failure to report within the ten [10] days may result in a retroactive rent charge.)

(e) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged.

Millport Apartments c/o The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(f) Rent formulas or procedures are changed by Federal law or regulation.

(g) A Minimum Rent Hardship Exemption is granted.

(4) All changes in family composition must be reported to the Executive Director within ten (10) calendar days of the occurrence. Failure to report within the ten (10) calendar days may result in a retroactive rent charge.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception will be made if it is determined that the move-in of a single adult child is essential for the mental or physical health of Tenant.

(d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

(1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).

(2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within ten (10) calendar days of the occurrence, the increase will become effective the first day of the second month following the month in which the change was reported.

(3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which Millport Apartments c/o The Authority notifies the tenant of the law or regulatory change.

(4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, Millport Apartments c/o The Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(e) Transfers

(1) Tenant agrees that if Millport Apartments c/o The Authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, Millport Apartments c/o The Authority shall send Tenant written notice. Tenant further agrees to accept a new Lease for a different dwelling unit of the appropriate size or design.

(2) Millport Apartments c/o The Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.

(3) If a Tenant makes a written request for special unit features in support of a documented disability, Millport Apartments c/o The Authority shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, Millport Apartments c/o The Authority may transfer Tenant to another unit with the features requested at Millport Apartments c/o The Authority's expense.

(4) A tenant without disabilities who is housed in an accessible or adaptable unit must transfer to a unit without such features should a Tenant with disabilities need the unit (at Millport Apartments c/o The Authority's expense).

(5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by Millport Apartments c/o The Authority. Tenant shall be given 15 calendar days time in which to move following delivery of a transfer notice. If Tenant refuses to move, Millport Apartments c/o The Authority may terminate the Lease.

(6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.

(7) Millport Apartments c/o The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.

VIII. Authority's Obligations

Millport Apartments c/o The Authority shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition;
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) 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 Millport Apartments c/o The Authority;

- (f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste;
- (g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
- (h) To notify Tenant of the specific grounds for any proposed adverse action by Millport Apartments c/o The Authority. (Such adverse action includes, but is not limited to, a proposed Lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When Millport Apartments c/o The Authority is required to afford Tenant the opportunity for a hearing under Millport Apartments c/o The Authority's Grievance Procedure for a grievance concerning a proposed adverse action:

(1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of Lease termination, a notice of Lease termination shall constitute adequate notice of proposed adverse action.

(2) In the case of a proposed adverse action other than a proposed Lease termination, Millport Apartments c/o The Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.

- (i) Reasonable Accommodations for Residents with Disabilities:

Housing providers must make reasonable accommodations in Lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident meet essential Lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

IX. Tenant's Obligations

Tenant shall be obligated:

- (a) Not to assign the Lease, nor subLease the dwelling unit.
- (b) (1) Not to give accommodation to boarders or lodgers;
- (2) Not to give accommodation to long term guests (in excess of 15 days) without the advance written consent of Millport Apartments c/o The Authority.

- (c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose.

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to Millport Apartments c/o The Authority's Admissions and Continued Occupancy standards, and so long as Millport Apartments c/o The Authority has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.

- (d) To abide by necessary and reasonable Rules and Regulations promulgated by Millport Apartments c/o The Authority for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in Millport Apartments c/o The Authority office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
- (e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.
- (f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.
- (g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by Millport Apartments c/o The Authority. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.
- (h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances.
- (i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.
- (j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.
- (k) To act, and cause household members or guests to act in a manner that will:
 - (1) Not disturb other residents' peaceful enjoyment of their accommodations; and
 - (2) Be conducive to maintaining all Authority projects in a decent, safe, and sanitary condition.
- (l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:

(1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of Millport Apartments c/o The Authority's public housing premises by other residents or employees of Millport Apartments c/o The Authority, or;

(2) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this Lease, the term drug-related criminal activity means the illegal possession, 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.)

- (m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of Millport Apartments c/o The Authority. To make no changes to locks or install new locks on exterior doors without Millport Apartments c/o The Authority's written approval.
- (n) To give prompt prior notice to Millport Apartments c/o The Authority, in accordance with Section VIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.
- (o) To act in a cooperative manner with neighbors and Millport Apartments c/o The Authority's staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Millport Apartments c/o The Authority's staff.
- (p) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of Connecticut anywhere in the unit or elsewhere on the property of Millport Apartments c/o The Authority.
- (q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.
- (r) To avoid obstructing sidewalks, areaways, passages, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.
- (s) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by Millport Apartments c/o The Authority with the written approval of Millport Apartments c/o The Authority.
- (t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of Millport Apartments c/o The Authority.
- (u) To insure that no member of their household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any Authority development except in accordance with Millport Apartments c/o The Authority's pet policy.

However, in any development, a person with a disability may keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to Millport Apartments c/o The Authority's pet policy, although it is subject to reasonable health and safety rules.

- (v) To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or firelane designated and marked by Millport Apartments c/o The Authority. Any inoperable or unlicensed vehicle as described above will be removed from Authority property at Tenant's expense. Automobile maintenance or repairs are not permitted on project site.
- (w) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by Millport Apartments c/o The Authority. Costs for storage and disposal shall be assessed against the former Tenant.
- (x) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY MILLPORT APARTMENTS C/O THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (y) (1) Not to commit any fraud in connection with any Federal housing assistance program, and

(2) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of this Lease.
- (z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

X. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

Authority's Responsibilities:

- (a) Millport Apartments c/o The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.
- (b) Millport Apartments c/o The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. Millport Apartments c/o The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests.

- (c) Tenant shall accept any replacement unit offered by Millport Apartments c/o The Authority.
- (d) In the event repairs cannot be made by Millport Apartments c/o The Authority, as described above, or alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests.
- (e) If Millport Apartments c/o The Authority determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent pre-paid will be refunded to Tenant on a pro-rated basis.

Tenant's Responsibilities:

- (a) Tenant shall immediately notify Millport Apartments c/o The Authority's Executive Director of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.
- (b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by Millport Apartments c/o The Authority, during the time in which the defect remains uncorrected.

XI. Inspections

- (a) Move-in Inspection: Millport Apartments c/o The Authority and Tenant shall inspect the dwelling unit prior to occupancy by Tenant. Millport Apartments c/o The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by Millport Apartments c/o The Authority and Tenant and a copy of the statement retained in Tenant's file. Any deficiencies noted on the inspection report will be corrected by Millport Apartments c/o The Authority, at no charge to Tenant.
- (b) Other Inspections: Millport Apartments c/o The Authority will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other Lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.
- (c) Move-out Inspection: Millport Apartments c/o The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to Millport Apartments c/o The Authority.

XII. Entry of Premises During Tenancy

- (a) Tenant's Responsibilities:
 - (1) Tenant agrees that the duly authorized agent, employee, or contractor of Millport Apartments c/o The Authority will be permitted to enter Tenant's dwelling during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.

(2) When Tenant calls to request maintenance on the unit, Millport Apartments c/o The Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when Millport Apartments c/o The Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) Authority's Responsibilities:

1. Authority shall give Tenant at least 24 hours written notice that Millport Apartments c/o The Authority intends to enter the unit. Authority may enter only at reasonable times.

2. Millport Apartments c/o The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XIII. Notice Procedures

(a) Tenant's Responsibility: Any notice to Authority must be in writing, delivered to Millport Apartments c/o The Authority's management office, or sent by prepaid first-class mail, addressed to Millport Apartments c/o The New Canaan Housing Authority, 57 Millport Avenue, New Canaan, CT 06840.

(b) Authority's Responsibility: Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant.

(c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

(d) If Tenant is visually impaired, all notices must be in an accessible format.

XIV. Termination of the Lease

In terminating the Lease, the following procedures shall be followed by Millport Apartments c/o The Authority and the Tenant:

(a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause.

Such serious or repeated violation of terms **shall include but not be limited to:**

(1) The failure to pay rent or other payments when due;

- (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the tenth (10th) of the month. Four such late payments within a 12 month period shall constitute a repeated late payment;
 - (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
 - (4) Misrepresentation of family income, assets, or composition;
 - (5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process annual reexaminations or interim redeterminations.
 - (6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
 - (7) Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of Millport Apartments c/o The Authority's public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises.
 - (8) Alcohol abuse that Millport Apartments c/o The Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - (9) Weapons or illegal drugs seized in an Authority unit by a law enforcement officer;
 - (10) Any fire on Authority premises caused by the tenant, household members or guests' actions or neglect.
 - (11) Non-compliance with Millport Apartments c/o The Authority's Pet Policy.
- (b) Millport Apartments c/o The Authority shall give written notice of the proposed termination of the Lease of:
- (1) 14 calendar days in the case of failure to pay rent;
 - (2) A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants or Authority staff is threatened;
 - (3) 30 calendar days in any other case.
- (c) The notice of termination:
- (1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction.
 - (2) When Millport Apartments c/o The Authority is required to offer Tenant the opportunity for a informal Grievance Hearing, the notice shall also inform Tenant of the

right to request such a hearing in accordance with Millport Apartments c/o The Authority's Grievance Procedures.

(3) Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently, with the notice of Lease termination under this section.

The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.

(4) When Millport Apartments c/o The Authority is required to offer Tenant the opportunity for a grievance hearing under Millport Apartments c/o The Authority's Grievance Procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any Notice to Vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.

(5) When Millport Apartments c/o The Authority is not required to offer Tenant the opportunity for a hearing under the Grievance Procedure and Millport Apartments c/o The Authority has decided to exclude such grievance from Authority grievance procedure, the notice of Lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by Millport Apartments c/o The Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.

(6) Millport Apartments c/o The Authority may evict a Tenant from the unit either by bringing a court action; or as an alternative, Millport Apartments c/o The Authority may evict by bringing an administrative action if law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. In order to evict without bringing a court action, Millport Apartments c/o The Authority must afford the Tenant the opportunity for a pre-eviction hearing in accordance with Millport Apartments c/o The Authority Grievance Procedure. The hearing notice will advise persons with disabilities of their rights to request a reasonable accommodation.

- (d) Tenant may terminate this Lease at any time by giving 30 calendar days written notice as described in Section XIII, above.
- (e) In deciding to evict for criminal activity, Millport Apartments c/o The Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, Millport Apartments c/o The Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. Millport Apartments c/o The Authority may require a family member who has engaged in the illegal use of drugs to

present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

- (f) When Millport Apartments c/o The Authority evicts a tenant from a dwelling unit for criminal activity, Millport Apartments c/o The Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

XV. Waiver

No delay or failure by Millport Apartments c/o The Authority in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XVI. Housekeeping Standards

In an effort to improve the livability and conditions of the apartments owned and managed by Millport Apartments c/o The Authority, uniform standards for resident housekeeping have been developed for all tenant families.

- (a) Authority's Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants.

Millport Apartments c/o The Authority will inspect each unit at least annually, to determine compliance with the standards.

Upon completion of an inspection, Millport Apartments c/o The Authority will notify Tenant in writing if he/she fails to comply with the standards. Millport Apartments c/o The Authority will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, Millport Apartments c/o The Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

- (b) Tenant's Responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the Lease terms and can result in eviction.

- (c) Housekeeping Standards: Inside the Apartment:

General:

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.

- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Locks should work.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.

Kitchen:

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom:

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean and dry.

Storage Areas:

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.

(3) Other storage areas: should be clean, neat and free of hazards.

(d) Housekeeping Standards: Outside the Apartment:

The following standards apply; some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris and trash. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. Car maintenance or repairs in parking lots are not permitted.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.
- (11) Tenants shall be responsible for removing their own large item debris from the property to the local dump.

XVII. Changes to this Lease

No changes shall be made to this Lease except in writing, dated and signed by the Tenant and an authorized representative of Millport Apartments c/o The Authority. Modifications made in accordance with changes in Federal, State, or local law or regulation may be made by Millport Apartments c/o The Authority acting alone and will become effective after written notice to the Tenant.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THE LEASE.)

PART II of the RESIDENTIAL LEASE AGREEMENT:

Millport Apartments c/o The New Canaan Housing Authority

THIS LEASE AGREEMENT is executed between the Millport Apartments c/o The New Canaan Housing Authority (the "MILLPORT APARTMENTS C/O THE AUTHORITY" or the "Authority") and Tenant named in Part II of this Lease (the "Tenant"), and it becomes effective as of this date:

(1) **Unit:** That Millport Apartments c/o The Authority, relying upon the representations of Tenant as to Tenant's income, household composition and housing needs, Leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease) the dwelling unit LOCATED at _____ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is:

_____.

(2) **Household Composition:** The Tenant's household is composed of the individuals listed below. Other than the Head or Spouse, each household member is to be listed by age, oldest to youngest. All members of the household over age 18 shall execute the Lease.

NAME	Relationship	Age	Date of Birth	Social Security No.
	Head			

--	--	--	--	--

(3) **Term:** The term of this Lease shall be one year commencing at 12:00AM on _____ and ending at 11:59PM on _____. This Lease will continue on a month-to month bases after the initial one year term until terminated by Millport Apartments c/o The Authority or Tenant as provided by the Lease.

(4) **Rent:** Initial Total Tenant Payment (prorated for partial month) shall be \$_____._____ from which Millport Apartments c/o The Authority shall deduct \$_____._____ as an Allowance for Utilities. The Initial Total Tenant Payment less the Allowance for Utilities equals the Initial Tenant Rent of \$_____._____ for the period beginning ____/____/____ and ending at midnight on ____/____/____.

Thereafter, a Total Tenant Payment of \$_____._____ per month, less the Allowance for Utilities of \$_____._____, equals the Total Tenant Rent of \$_____._____. The Total Tenant Rent shall be payable in advance on the first day of each month, and shall be delinquent after the tenth (10th) day of said month.

(5) **Utilities and Appliances: Authority-Supplied Utilities**

If indicated by an (X) below, MILLPORT APARTMENTS C/O THE AUTHORITY provides the indicated utility as part of the rent for the premises:

Electricity Natural Gas Heating Fuel Other: _____

If indicated by an (X) below, Millport Apartments c/o The Authority shall provide the following appliances for the premises:

Cooking Range Refrigerator

(6) **Utilities Allowances: Tenant-Paid Utilities**

If indicated by an (X) below, Millport Apartments c/o The Authority shall provide Tenant with a Utility Allowance in the monthly amount totaling \$_____ for the following utilities paid directly by the Tenant to the Utility supplier:

TENANT'S CERTIFICATION

I, _____ hereby certify that I, and other members of my household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to Millport Apartments c/o The Authority before execution of the Lease, or before Millport Apartments c/o The Authority's approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to Millport Apartments c/o The Authority in connection with any federal housing assistance program (before and during the Lease term) are true and complete to the best of my knowledge and belief.

Tenant's Signature

Date

ATTACHMENTS:

If indicated by an (X) below, Millport Apartments c/o The Authority has provided the tenant with the following attachments and information:

- Part I of this Lease Housekeeping Standards
- Standard Maintenance Charges (May be updated) Pet Policy
- Grievance Procedure (May be updated)
- Other: _____

OFFICE ADDRESS: _____ HOURS: _____

TELEPHONE NUMBER: _____

EMERGENCY MAINTENANCE TELEPHONE NUMBER: _____

(Monday through Friday after: _____ p.m. and weekends and holidays.)

APPENDIX B

GRIEVANCE PROCEDURE

**Millport Apartments
c/o the Housing Authority of the
Town of New Canaan**

**57-63 Millport Avenue
New Canaan, Connecticut 06840**

Grievance Procedure

for the

Millport Apartments

Effective Date: _____

Updated: _____

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Grievance Policy and Procedure

I. Applicability

Millport Apartments c/o the Housing Authority of the Town of New Canaan will administer its Grievance Policy for the Housing Program in accordance with federal regulations. Program participants shall be referred to as participants, resident or applicant, as applicable.

II. Integration of Grievance Procedures

The right to grieve a Millport Apartments c/o the Housing Authority of the Town of New Canaan determination is incorporated in all participating family leases and contracts. A copy of these procedures shall be provided to each participant family upon entering a Lease Agreement, and a copy of these procedures shall be provided to all participant residential organizations. A copy of these procedures may be provided any individual upon written request.

III. Modification of Grievance Procedures

A copy of this document has been provided to all participant families and resident organizations for their review and comment. Any comments or concerns received were carefully reviewed and considered before the final version was published.

Proposed modifications to this document shall be provided to participant families and resident organizations for review. A minimum of 30 days shall provide adequate response time to receive and review comments before modifications become effective.

IV. Grievance Procedures Regarding Application Processing

A. Scope

Applicants petitioning for participation in housing programs are entitled to an Informal Hearing before an impartial party concerning ineligibility for participation in this program.

B. Finality

A determination made as a result from an Informal Hearing conducted to address ineligibility for program participation or preference denial is a final administrative decision.

C. Notice

Applicants shall receive written notice within ten (10) business days of a decision denying assistance to the applicant; denying waiting list placement; participation in other programs; etc. The Notice shall state the specific reason(s) for rejection and the applicant's right to request an Informal Hearing within ten (10) days from the date of the letter.

D. Exceptions

MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN is not required to provide an opportunity for an Informal Hearing unless a right to such review is expressly set forth in federal, local, or these procedures. These exceptions include, but are not limited to:

1. Discretionary administrative determinations, regarding general policy issues or class grievances;
2. A determination to place an applicant in a unit with a certain number of bedrooms as set forth in the MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN's Admissions and Continued Occupancy Policy;
3. A determination that the applicant does not meet resident selection criteria or admission standards; as set forth in the Admissions and Continued Occupancy Policy; or
4. An appropriate size and type of unit is not available in the MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN's inventory.

V. Procedures for Informal Settlement Meeting

A. Designating an Impartial Person to Conduct an Informal Hearing

The applicant will be given the opportunity to be heard by a Millport Apartments c/o the Housing Authority of the Town of New Canaan official other than the person who made the original determination to deny program participation.

B. Scheduling the Informal Settlement Meeting

1. An applicant must present a grievance or protest to MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN in writing, properly addressed to the MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN, within ten (10) business days of the date of the Notice. An applicant's

failure to present the grievance or protest within this time frame waives any right to an Informal Hearing to dispute the determination.

2. Based upon the timely receipt of an applicant's written request for an Informal Hearing, the Executive Director or other assigned staff member shall, within two business days, contact the applicant to schedule an Informal Hearing to attempt to resolve the applicant's grievance or protest.

3. MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN will provide written notice of the meeting, and oral notice as well, where possible.

4. The meeting shall occur within the 30-day period following the determination at a mutually convenient, accessible time and place, as agreed on by both the applicant and the Housing Authority.

5. Either the applicant or MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN may postpone the Informal Hearing by providing written notice to the other party prior to the scheduled meeting.

6. Failure of an applicant to appear at the Informal Hearing without first requesting a postponement may result in a waiver of the applicant's right to an Informal Hearing.

7. Within ten (10) business days following the Informal Hearing, the Executive Director prepare and forward to the applicant a summary of the Informal Hearing. The summary shall include the name of the participants, the date of the meeting, the nature of the proposed disposition of the complaint, and the specific reasons for MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN's determination.

C. Contents of the Notice

The Notice to the applicant must include specific information and a description of the Informal Hearing process. Applicants have the right to be represented by a person of their choice at the Informal Hearing.

D. Applicant Rights During the Informal Hearing Process

During the Informal Hearing, the applicant will be afforded an opportunity to present evidence refuting the grounds for rejection.

E. Reversal of Rejection Decision

If, as a result of information presented by the applicant at the Informal Hearing, the Millport Apartments c/o the Housing Authority of the Town of New Canaan reverses its original decision to

reject the applicant, no new application is required, and the application will be returned to the appropriate spot on the waiting list, in accordance to date received.

F. No Reversal of the Rejection Decision

If the Housing Authority's rejection decision is not overturned, a new application for admission may be submitted by the applicant at a time when the waiting list is open, after a period of six months has elapsed and the applicant is able to correct the behavior or situation that resulted in rejection.

G. Record keeping Requirements

Applications, rejection notices, applicant replies, and supporting documentation shall be maintained for three years.

VI. Informal Review of Participant Grievances

A. Resident Participation in Informal Hearing

Residents participating in Millport Apartments c/o the Housing Authority of the Town of New Canaan programs are eligible for a Formal Grievance Hearing as set forth in Section VII, however, must first complete the primary level of the Grievance procedures by participating in an Informal Hearing.

B. Request for a Formal Grievance Hearing

Following the receipt of the Informal Hearing Summary, the participant may request a Grievance Hearing if written request is made within five (5) business days of service.

C. Potential Waiver of Right to Grievance Hearing

A participant who fails to comply with the requirements set forth in Section V(B), shall be denied a Grievance Hearing, unless the participant, in writing and in addition to requesting a Grievance Hearing, also submits written justification which establishes good cause for the participant's violation of the requirements.

VII. Grievance Hearings

A. Scope

The Millport Apartments c/o the Housing Authority of the Town of New Canaan shall provide program participants an opportunity for a Grievance Hearing to consider whether decisions relating to the participant are in accordance with the law, HUD regulations or Millport Apartments

c/o the Housing Authority of the Town of New Canaan policies and procedures, in the following cases:

1. A determination of the amount of the Total Participant Payment or Participant Rent;
2. A decision to terminate assistance to a participant;
3. A decision to terminate the lease, except for provisions set forth in Section VII(B);
4. A determination that a participant is residing in a rental unit with a larger number of bedrooms than authorized by occupancy standards as set forth in the Admissions and Continued Occupancy policy.
5. A decision to transfer a program participant to another unit;
6. A decision to impose charges for maintenance and repair;

B. Exclusions

The MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN is NOT required to provide an opportunity for a participant to request a Grievance Hearing to review decisions for the following reasons:

1. When discretionary administrative determinations, or general policy issues or class grievances have been decided by the Housing Authority;
2. When a unit is not maintained in accordance with Housekeeping standards, as described in the resident's Lease;
3. When a Lease has been terminated due to any criminal activity by a family member that threatens the health, safety, or right to peaceful enjoyment of the premises of other participants or employees of the Housing Authority, or any drug-related criminal activity on or near the Housing Authority's office or residential properties.
4. When disputes between participants occur and the Millport Apartments c/o the Housing Authority of the Town of New Canaan is not involved; or
5. When participant disputes Millport Apartments c/o the Housing Authority of the Town of New Canaan policy decisions.

Note: The Millport Apartments c/o the Housing Authority of the Town of New Canaan is not responsible for neighbor-to-neighbor relationships. Participants are responsible for his/her own individual compliance with the Lease. Participants may file complaints on other residents; the Millport Apartments c/o the Housing

Authority of the Town of New Canaan will determine if the complaint is a lease violation and will then take appropriate action.

C. Escrow Payments

In order for a participant to be entitled to a Grievance Hearing to contest any rent, the participant must establish an escrow account deposit on file with the Millport Apartments c/o the Housing Authority of the Town of New Canaan for the difference between the disputed amount and the original amount before the protest. Participants are required to make payments due until a decision is reached by the hearing officer.

VIII. Grievance Procedures

All non-excluded participant protests or grievances shall be governed by the following procedures.

A. Notice

MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN will provide written notice describing the specific grounds and cite the lease violation, complaint, rent adjustment, termination of tenancy or eviction covered by these grievance procedures.

B. Service

The notice(s) must be hand delivered to the participant (or adult member of the participant's household) residing in the dwelling. The participant or other adult recipient of the notice shall acknowledge receipt by signature on the service form. A refusal to acknowledge receipt by the participant or other competent adult shall be delineated on the service form by the Millport Apartments c/o the Housing Authority of the Town of New Canaan employee delivering the notice.

If no authorized person is in the residence at the time hand delivery is attempted, the notice(s) shall be posted on the residence door in a sealed envelope addressed to the participant. Additional notices will not be mailed.

If the Executive Director is unable to hand deliver the notice(s) for fear of violence by the participant, notice(s) may be served by certified mail, return receipt requested, upon prior approval from the Executive Director or designee.

C. Contents of Notice

The written notice will inform the participant of the following:

1. the grounds for Lease Agreement violation, complaint, rent adjustment or

- termination of the tenancy or eviction;
2. the participant may reply to the grounds asserted;
3. the participant may examine MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN documents relevant to the determination; and
4. the participant has the right to a grievance hearing to administratively contest the allegations asserted in the notice provided.

IX. Procedures to Obtain a Grievance Hearing

A. Request for a Hearing

A participant/homebuyer desiring a Formal Grievance Hearing following participation in the Informal Grievance Hearing must submit a written Request for Formal Grievance Hearing to the Executive Director at the MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN Office. The written Request for Formal Grievance Hearing must state the reasons for the grievance and the relief sought. The written request must be received within five business days of service of the written summary of the results of the Informal Grievance Hearing.

B. Waiver

A participant who fails to submit a written Request for Formal Grievance Hearing within the time allocated waives any right to administratively contest the allegations raised by MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN.

C. Scheduling Grievance Hearings

1. The Executive Director shall provide the hearing officer with a copy of the participant's request for a hearing together with backup documentation to support the adverse action.
2. The hearing officer shall contact the participant to schedule a time and date when they are both available for the hearing.
3. After obtaining tentative dates for a grievance hearing, the hearing officer notifies the Executive Director of the proposed times and dates.
4. The Executive Director contacts a hearing officer to schedule the hearing.

5. The hearing officer will be provided appropriate instructions and documentation for the hearing by the Executive Director.
6. The hearing officer shall provide written notice of the hearing date, time and location to the participant.

D. Continuances of Formal Grievance Hearings

Continuances will not be permitted except due to the unavailability of a hearing officer, or for good cause demonstrated to the hearing officer.

E. Conduct of Formal Grievance Hearings

The Grievance Hearing shall be held before an appointed hearing officer. If the participant is visually impaired, any notice to the participant which is required under this procedure must be in an accessible format. The participant shall be afforded a fair hearing, which shall include:

1. the opportunity to examine any MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN documents, including participant's records, that are relevant to the hearing. The participant shall be allowed to copy any such documents at the participant's expense;
2. the right to be represented by counsel or other personal representative and to have such person make statements on the participant's behalf;
3. the right to present evidence and arguments in support of the participant's complaint and to cross-examine any evidence or witnesses upon whose testimony or information relies;
4. a decision based solely and exclusively upon the facts presented at the Formal Grievance Hearing; and

The hearing officer may render a decision without proceeding with the Formal Grievance Hearing if he/she determines that the issue has been previously decided in another proceeding.

At the Formal Grievance Hearing, the participant must show that he/she is entitled to the relief sought and, thereafter, MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN shall have the burden of justifying its action or failure to act.

The Formal Grievance Hearing shall be conducted in an informal fashion by the hearing officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint shall be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The hearing officer shall require Millport Apartments c/o the Housing Authority of the Town of New Canaan staff, the participant, other family members, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the participant is visually impaired, any notice to the participant which is required under this procedure must be in an accessible format.

F. Hearing Officer Decision

1. The hearing officer shall prepare a written decision, which includes a statement of the reasons why the decision was made, within 10 business days after the hearing. A copy of the decision shall be sent to the participant and to the appropriate Millport Apartments c/o the Housing Authority of the Town of New Canaan staff members. A copy of the decision will remain on file in the participant's file and made available for inspection by participants, participants' representatives, and hearing officers.
2. The decision of the hearing officer shall be binding and shall take steps necessary to carry out the decision, unless the Board of Directors promptly determines and immediately notifies the complainant that:
 - a. the complaint does not concern MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN's actions or failure to act in accordance with or involving the complainant's rights, duties, welfare or status; or
 - b. the decision of the hearing officer is contrary to applicable federal, state, or local law, or HUD regulations, or requirements of the Annual Contributions Contract between HUD and MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN.
3. A decision by the hearing officer which denies the relief requested by the participant, in whole or in part, shall not constitute a waiver of, nor affect in any way, the rights of the participant to a trial or judicial review in any court proceedings which may be brought later in the matter.

G. Failure of Participant to Appear at the Formal Grievance Hearing

If the participant fails to appear at the scheduled Formal Grievance Hearing, the hearing officer shall dismiss the grievance with prejudice.

X. Selection of Hearing Officers

Any Grievance Hearing conducted in accordance with these procedures shall be conducted by an impartial hearing officer.

A. Appointments shall be made as follows:

1. Applications for hearing officers shall be solicited by publication, consistent and in accordance with Millport Apartments c/o the Housing Authority of the Town of New Canaan procurement regulations.
2. Prior to appointment of hearing officers, applicant names will be preliminarily screened and shall be provided to all applicable resident organizations for comment. Any comments must be received by the Millport Apartments c/o the Housing Authority of the Town of New Canaan within 30 calendar days of notice.
3. MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN's Executive Director shall appoint hearing officers after consideration of comments received.

XI. Scheduling of Hearing Officers

1. As individual grievance hearings are scheduled, one of the hearing officers will be appointed on a rotating basis. If the selected hearing officer is unavailable for the scheduled hearing, the next hearing officer on the rotating list shall be appointed.
2. The hearing officer appointed for a grievance hearing shall not have had any previous participation in the events which are the subject of the grievance.

XII. Due Process Determination

A. Definition of Due Process

The term due process determination is defined as a determination by HUD that law of jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process.

The basic elements of due process include eviction action or termination of tenancy in a State or local court which the following procedural safeguards are required:

1. Adequate notice to the tenant of the grounds for terminating the tenancy for eviction;
2. Right of the tenant to be represented by counsel;
3. Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
4. A decision on the merits.

B. Exception to the Due Process Determination

Local law may require that a tenant or homebuyer be given an opportunity for a hearing before eviction procedures are initiated. Where local law entitles all residents to a hearing (which opposes the HUD due process determination), local law will prevail.

APPENDIX C

APPLICATION PACKAGE

(See HUD Forms 9887 and 9887-A)

APPENDIX D

UTILITY ALLOWANCE SCHEDULE

See attached updated schedule

APPENDIX E

CURRENT SCHEDULE OF ROUTINE MAINTENANCE CHARGES

See attached updated schedule

APPENDIX F

INCOME LIMITS FOR ADMISSION

See attached updated schedule

APPENDIX G

FLAT RENT VS. INCOME-BASED RENT

New Canaan Housing Authority

57 Millport Avenue
New Canaan, Connecticut 06840

Flat Rent vs. Income Based Rent Fact Sheet

The New Canaan Housing Authority will provide all families the opportunity to annually select whether to pay income based rent or the established flat rent.

Flat Rents

The New Canaan Housing Authority has established a flat rent for each dwelling unit of public housing, which is based on the following:

- The rental value of the unit, as determined in accordance with the Authority's Admissions and Continued Occupancy Policy.
- Designed so that the rent structure does not create disincentive for continued residency in public housing by families who are attempting to become economically self sufficient through employment.

The New Canaan Housing Authority will review the income of families paying the flat rent not less than every three years.

Income Based Rents

The Total Tenant Payment (TTP) amount for a family shall be an amount, as verified by the NCHA, which does not exceed the greatest of the following amounts:

- 30% of the family's adjusted monthly income
- 10% of the family's monthly income
- The established minimum rent of \$25.00

Switching Rent Determination Methods

In the case of a family that has elected to pay the Flat Rent, and if the NCHA has determined that the family is unable to pay the Flat Rent because of financial hardship, the family will be provided the opportunity to switch to the Income Based Rent.

Certification

I have read and understand the Flat Rent vs. Income Based Rent Policy.

(Resident Signature)

(Date)

(NCHA Representative Signature)

(Date)

APPENDIX H

**MINIMUM RENT HARDSHIP
EXEMPTION**

New Canaan Housing Authority

57 Millport Avenue
New Canaan, Connecticut 06840

Minimum Rent Hardship Exemption

The New Canaan Housing Authority shall immediately grant an exemption from application of the minimum monthly rent to any resident unable to pay such amount because of financial hardship, which shall include situations in which:

- The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program
- 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 circumstance, including loss of employment and/or a death in the family.

If a resident requests a hardship exemption and the NCHA reasonably determines the hardship to be of a temporary nature, an exemption shall not be granted during the 90-day period beginning from the date of the exemption request. A resident may not be evicted for non-payment of rent during this 90-day period. In such case, if the resident demonstrates that the financial hardship is of a long-term basis, the NCHA will retroactively exempt the resident from the applicability of the minimum rent requirement for such 90-day period.

Certification

I have read and understand the Minimum Rent Hardship Exemption Policy.

(Resident Signature)

(Date)

(NCHA Representative Signature)

(Date)

APPENDIX I

NOTICE OF RENT ADJUSTMENT LETTER

New Canaan Housing Authority

57 Millport Avenue
New Canaan, Connecticut 06840

Date: _____

Resident Name and Address: _____

New Canaan, CT

*****NOTICE OF RENT ADJUSTMENT*****

Based on ANNUAL REEXAMINATION OF INCOME and FAMILY COMPOSITION, this notice shall serve as an **AMENDMENT** to your current **DWELLING LEASE**.

As required by federal regulation 24 CFR 960.253, you have the right to choose a Flat Rent or and Income Based Rent.

The **Flat Rent** will be \$ _____ effective _____ through _____.

The **Income Based Rent** will be \$ _____ effective _____ through _____.

Please indicate your choice by signing below, and return the form to the NCHA management office no later than _____.

I select the **Flat Rent**.

(Resident Signature)

(Date)

I select the **Income Based Rent**.

(Resident Signature)

(Date)

It has also been determined that your family (*circle all that apply*):

- a. Will receive a **retroactive active rent credit** of \$ _____ for the period between _____ and _____.
- b. Will be assessed a **retroactive rent charge** of \$ _____ for the period between _____ and _____.
- c. Requires a **unit transfer** from a _____ bedroom unit to a _____ bedroom unit. Your name has been placed on the transfer list effective _____.
- d. Does **not** require a unit transfer.
- e. Requires a unit with **special accommodations**.

If you disagree with your new rental amount, you have the right to file a grievance under NCHA's Grievance Procedure as provided under Sections II and VII of the Lease within ten (10) business days from the date of this notice.

Sincerely,

Executive Director
New Canaan Housing Authority

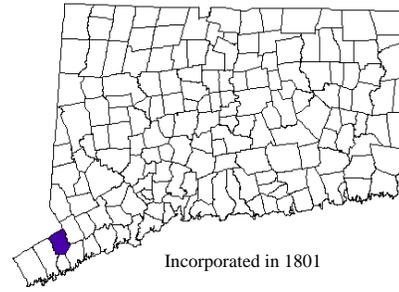
cc: Resident File

New Canaan, Connecticut

CERC Town Profile 2005

Town Hall
77 Main Street
New Canaan, CT 06840
(203) 972-2311

Belongs to
Fairfield County
Stamford Labor Market Area
Southwestern Economic Dev. Region
South Western Planning Area



Incorporated in 1801

Demographics

<i>Population (2005)</i>				<i>Race/Ethnicity (2005)</i>				
	<i>Town</i>	<i>County</i>	<i>State</i>		<i>Town</i>	<i>County</i>	<i>State</i>	
1990	17,864	827,645	3,287,116	White	18,700	708,206	2,858,875	
2000	19,395	882,567	3,405,565	Black	354	88,379	318,835	
2005	20,098	909,263	3,534,280	Asian Pacific	619	38,839	117,997	
2010	20,776	933,729	3,656,299	Native American	19	2,792	14,298	
'05-'10 Growth / Yr	0.7%	0.5%	0.7%	Other/Multi-Race	406	71,047	224,275	
				Hispanic (any race)	437	122,324	370,958	
Land Area (sq. miles)	22	626	5,009	<i>Poverty Rate (1999)</i>	2.5%	6.9%	7.9%	
Pop./ Sq. Mile (2005)	908	1,453	706	<i>Educational Attainment (2000)</i>				
Median Age (2005)	42	39	39	Persons Age 25 or Older	<i>Town</i>	<i>%</i>	<i>State</i>	<i>%</i>
Households (2005)	6,962	329,567	1,336,674	High School Graduate	1,197	9%	653,300	28%
Med HH Inc. (2005)	\$158,091	\$72,573	\$59,761	Some College	2,007	16%	553,667	24%
				Bachelors or More	9,157	72%	720,994	31%
<i>Age Distribution (2005)</i>								
	<i>0-4</i>	<i>5-17</i>	<i>18-24</i>	<i>25-49</i>	<i>50-64</i>	<i>65+</i>	<i>Total</i>	
Male	746 4%	2,273 11%	447 2%	3,022 15%	2,017 10%	1,158 6%	9,663	
Female	725 4%	2,170 11%	463 2%	3,471 17%	2,084 10%	1,522 8%	10,435	
County Total	60,909 7%	165,561 18%	75,102 8%	319,196 35%	167,537 18%	120,958 13%	909,263	
State Total	214,308 6%	614,744 17%	320,277 9%	1,251,454 35%	650,169 18%	483,328 14%	3,534,280	

Economics

<i>Business Profile (2005)</i>				<i>Top Five Grand List (2004)</i>			
<i>Sector</i>	<i>Firms</i>	<i>% of Total</i>	<i>Emp.</i>	<i>% of Total</i>	<i>Amount</i>	<i>% of Net</i>	
Agriculture	34	2.4%	142	2.0%	Country Club of New Canaan	\$25,771,680 0.4%	
Const. and Mining	124	8.6%	400	5.8%	Town Close Association	\$18,740,000 0.3%	
Manufacturing	37	2.6%	205	3.0%	Connecticut Light & Power Co.	\$17,416,400 0.3%	
Trans. and Utilities	42	2.9%	268	3.9%	Jerroll R. Silverberg	\$16,470,900 0.2%	
Trade	257	17.9%	1,502	21.7%	John Irwin	\$14,529,500 0.2%	
Finance, Ins. and Real Estate	171	11.9%	619	8.9%	Net Grand List (2004)	\$6,709,164,010	
Services	686	47.8%	3,780	54.6%	<i>Top Five Major Employers (2002)</i>		
Government	3	0.2%	11	0.2%	New Canaan Board of Education	Town of New Canaan	
Total	1,436	100.0%	6,928	100.0%	Silver Hill Hospital	New Canaan YMCA	
					Waveny Care Center		
					<i>Retail Sales (2002)</i>	<i>Town</i>	<i>State</i>
					All Outlets	\$343,163,021	\$105,014,859,890

Education

<i>2000-2001 School Year</i>			<i>Connecticut Mastery Test Percent Above Goal</i>						
	<i>Town</i>	<i>State</i>	<i>Grade 4</i>		<i>Grade 6</i>		<i>Grade 8</i>		
			<i>Town</i>	<i>State</i>	<i>Town</i>	<i>State</i>	<i>Town</i>	<i>State</i>	
Total Town School Enrollment	3,583	542,193	Reading	87 58	90 64	91 66			
Most public school students in New Canaan attend New Canaan School District, which has 3,761 students.			Math	82 61	85 61	87 55			
			Writing	74 61	85 60	86 59			
For more education data please see:	<i>Students per Computer</i>	<i>Town</i>	<i>State</i>	<i>Average Class Size</i>			<i>Average SAT Score</i>		
http://www.state.ct.us/sde/	Elementary:	4.4	5.3	Grade K	18.6	Grade 2	18.6	<i>Town</i>	<i>State</i>
	Middle:	5.4	4.4	Grade 5	23.7	Grade 7	21.5	Verbal	561 502
	Secondary:	2.9	4.1	High School	18.8	Math	582 503		

New Canaan Connecticut



Government

Government Form: Mayor-Council		Annual Debt Service (2002)		\$6,903,987	
		As % of Expenditures		9.3%	
Total Revenue (2002)	\$74,710,412	Total Expenditures (2002)	\$73,846,655		
Tax Revenue	\$67,270,293	Education	\$42,684,491	Eq. Net Grand List (2001)	\$7,861,072,743
Non-tax Revenue	\$7,440,119	Other	\$24,258,177	Per Capita	\$402,657
Intergovernmental	\$3,498,698	Total Indebtness (2002)	\$62,834,457	As % of State Average	
Per Capita Tax (2002)	\$3,430	As % of Expenditures	85.1%	Date of Last Revaluation (2001)	1999
As % of State Average	199.7%	Per Capita	\$3,204	Moody's Bond Rating (2001)	Aaa
		As % of State Average	185.5%	Actual Mill Rate (2002)	14.00
				Equalized Mill Rate (2002)	9.00
				% of Grand List Com/Ind (2001)	5.1%

Housing/Real Estate

<i>Housing Stock (2002)</i>	Town	County	State	Owner Occupied Dwellings (2000)	5,649	224,509	869,742
Existing Units (total)	7,165	342,403	1,401,802	As % Total Dwellings	79%	66%	63%
% Single Unit	83.0%	65.3%	64.4%	Subsidize Housing (2001)	160	30,502	148,930
New Permits Auth. (2002)	59	1,879	9,731	<i>Real Estate Sales Distribution (2004)</i>	Town	County	State
As % Existing Units	0.82%	0.69%	0.55%	Number of Sales			
Demolitions (2003)	57	478	1,275	Less than \$100,000	4	1,072	10,608
Residential Sales (2004)	525	21,570	83,255	\$100,001-\$200,000	5	2,746	26,425
Median Price	\$1,190,000	\$383,000	\$219,900	\$200,001-\$300,000	8	3,939	18,676
Built Pre 1950 share (2000)	28.6%	31.5%	31.5%	\$300,001-\$400,000	18	3,517	10,402
				\$400,001 or More	490	10,296	17,144

Labor Force

<i>Place of Residence (2004)</i>	Town	County	State	<i>Commuters (2000)</i>			
Labor Force	8,628	454,668	1,797,361	Commuters into Town from:	Town Residents Commuting to:		
Employed	8,381	434,725	1,709,849	New Canaan	2,454	New Canaan	2,454
Unemployed	247	19,943	87,512	Stamford	1,017	Manhattan, NY	1,508
Unemployment Rate	2.9%	4.4%	4.9%	Norwalk	989	Stamford	1,207
<i>Place of Work (2004)</i>				Bridgeport	333	Norwalk	446
Total Employment	6,523	416,204	1,631,848	Danbury	327	Greenwich	421
'92-'04 Growth AAGR	1.6%	0.6%	0.6%	Wilton	145	Darien	233
Manufacturing				Ridgefield	134	White Plains, NY	135
				Fairfield	128	Westport	121
				Darien	127	Wilton	117
				Shelton	115	Harrison, NY	98

Quality of Life

	Town	State	Library (2001)	Town	<i>Residential Utilities</i>		
Banks (2003)	9	1,226	Total Volumes	155,062	Electric Provider		
Lodging (1998)	5	756	Circulation Per Capita	12.4	Connecticut Light & Power		
Day Care Facilities (1999)	16	1,721			(800) 286-2000		
Infant Mortality Rate Per 1,000 births (2001)	0.0	4.5	<i>Distance to Major Cities Miles</i>		Gas Provider		
Crime Rate (1999) Per 1,000 Residents	12	33	Hartford	59	Yankee Gas Company		
% Open Land (1990)	54.3%	68.7%	Boston	152	(800) 989-0900		
			New York City	41	Water Provider		
			Providence	117	Aquarion Water Company		
	Town	County			(800) 732-9678		
Hospitals (1999)	0	7			Cable Provider		
Total Beds	0	1,954			Cablevision of CT		
					203-348-9211		