

PHA Plans

Streamlined Annual Version

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

OMB No. 2577-0226
(exp. 08/31/2009)

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 for certain types of 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 Annual PHA Plan for Fiscal Year: 2008

PHA Name: The Housing Authority of the City of New Albany, Indiana

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.

Streamlined Annual PHA Plan Agency Identification

PHA Name: The Housing Authority of the City of New Albany, Indiana

PHA Number: IN012

PHA Fiscal Year Beginning: (mm/yyyy) 04/2007

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:				

PHA Plan Contact Information:

Name: Cora Huffines Phone: 812 206-2039
TDD: Email (if available): chuffines@nahain.com

Public Access to Information

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

PHA's main administrative office PHA's development management offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection. Yes No.

If yes, select all that apply:

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

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

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

Streamlined Annual PHA Plan

Fiscal Year 2008

[24 CFR Part 903.12(c)]

Table of Contents

[24 CFR 903.7(r)]

Provide a table of contents for the Plan, including applicable additional requirements, and a list of supporting documents available for public inspection.

A. PHA PLAN COMPONENTS

1. Site-Based Waiting List Policies
903.7(b)(2) Policies on Eligibility, Selection, and Admissions
2. Capital Improvement Needs
903.7(g) Statement of Capital Improvements Needed
3. Section 8(y) Homeownership
903.7(k)(1)(i) Statement of Homeownership Programs
4. Project-Based Voucher Programs
5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan.
6. Supporting Documents Available for Review
7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
8. Capital Fund Program 5-Year Action Plan

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50076, PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Streamlined Annual Plan identifying policies or programs the PHA has revised since submission of its last Annual Plan, and including Civil Rights certifications and assurances the changed policies were presented to the Resident Advisory Board for review and comment, approved by the PHA governing board, and made available for review and inspection at the PHA's principal office;

For PHAs Applying for Formula Capital Fund Program (CFP) Grants:

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

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

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

1. Site-Based Waiting Lists (Eligibility, Selection, Admissions Policies)

[24 CFR Part 903.12(c), 903.7(b)(2)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. 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 B. **NO**

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:

B. 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 next component. **NO**.

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

2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?
3. Yes No: May families be on more than one list simultaneously?
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- PHA main administrative office
 - All PHA development management offices
 - Management offices at developments with site-based waiting lists
 - At the development to which they would like to apply
 - Other (list below)

2. Capital Improvement Needs

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

Exemptions: Section 8 only PHAs are not required to complete this component.

A. Capital Fund Program

1. Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.
2. 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: 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. Yes No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).
2. Status of HOPE VI revitalization grant(s):

HOPE VI Revitalization Grant Status	
a. Development Name:	
b. Development Number:	
c. Status of Grant:	
<input type="checkbox"/>	Revitalization Plan under development
<input type="checkbox"/>	Revitalization Plan submitted, pending approval
<input type="checkbox"/>	Revitalization Plan approved
<input type="checkbox"/>	Activities pursuant to an approved Revitalization Plan underway

3. Yes No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name(s) below:
4. 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:
5. 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:

3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program
(if applicable) [24 CFR Part 903.12(c), 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:

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

Continue to work with community partners and HUD approved counseling agencies to prepare residents for homeownership. Allow FSS participants to use portion of Escrow account for IDA. Applied for ROSS Homeownership Grant to fully implement HO program. Dedicated 10 Housing Choice Vouchers for use by participants.

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):

- 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.
- 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.
- Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below): New Albany CHDO, 12 years; Homeownership Partners, 15 years.
- Demonstrating that it has other relevant experience (list experience below):

4. Use of the Project-Based Voucher Program

Intent to Use Project-Based Assistance

Yes No: Does the PHA plan to "project-base" any tenant-based Section 8 vouchers in the coming year? If the answer is "no," go to the next component. If yes, answer the following questions.

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

One tract of 40 single-family homes known as Valley View Court Subdivision. Located in an area of single-family homes only of higher income, increases the deconcentration of poverty.

5. 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) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

1. Consolidated Plan jurisdiction: (provide name here)

The City of New Albany

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

- The PHA has based its statement of needs of families on its waiting lists 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)

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

ACTIVITIES TO BE UNDERTAKEN BY THE NEW ALBANY HOUSING
AUTHORITY IN FEDERAL FISCAL YEARS 2005-2009 WHICH ARE CONSISTENT
WITH THE CONSOLIDATED PLAN FOR FFY 2005-2009

THE

I. To address the City of New Albany's "Decent Housing Needs" and related Strategies stated in its FY 2007 Consolidated Plan, the Housing Authority of the City of New Albany (NAHA) is engaged in the following activities, as efforts and contributions consistent with and enhancing of the City's Consolidated Plan:

- Working regularly with the New Albany-Floyd County Community Housing Development Organization (CHDO) and other housing development partners locally to expand decent, affordable housing resources. Partnership activities include, for example:
 - Assistance in homeownership client referrals, both Public Housing and Section 8 clients

- Developing Homeownership Program using Section 8 Vouchers
 - Developing a coordinated information clearinghouse network regarding all local and Southern Indiana area affordable housing capacity-building in an Affordable Housing Consortium
- Gaining 309 new Housing Vouchers, educating the public about the voucher program and its benefits, establishing a full, regular landlord outreach program, and having a Memorandum of Agreement (MOA) with the City's Redevelopment Department to counsel families interested in locating in non-poverty, non-minority

II. NAHA will strengthen its Economic Development role in a manner consonant with the City's Consolidated Plan for "Expanded Economic Opportunities" and related Strategies, as listed below:

- Core investor in the City's Downtown Redevelopment Planning process and the Plan long-term outcomes for the Central Business District. Specifically, NAHA has drafted suggested areas of appropriate future investment in the downtown district, per the Plan's current draft content:
 - a) a senior housing and support facilities development,
 - b) inner-city transportation.
- NAHA's Family Self Sufficiency Programs will specifically continue to develop Economic Development and Self-Sufficiency micro loan fund, and program assistance with TANF agency, Workforce Investment Board Programming, Work One Access Site

III. NAHA will also broaden its Community Development role in a manner consistent with the City's Consolidated Plan strategies for a "Suitable Living Environment," as listed below:

- Continuing and strengthening quality after-school programs in or near Public Housing Neighborhoods, based on partnership with New Albany-Floyd County Parks and Recreation Department and various youth development community resources (4H, 21st Century Scholars, Scouting, Youth Leadership, Key Club, New Albany Youth Football, etc.) that incorporate education, career exploration, recreation, arts, community service and fellowship.
- Advocating for increased licensed home day care facilities in the inner city (as part of quality child development, economic/family self-sufficiency services, etc.)
- Targeting increased volume and availability of Individual Development Accounts (IDAs) to income-eligible citizens (including Public Housing and Section 8 residents) as an important individual asset-building mechanism in the New Albany community. IDAs complement the increased use of Individual Escrow Accounts available to

Public Housing and Section 8 residents participating in the Family Self Sufficiency program.

- Developing comprehensive neighborhood plans, with strong, regular, involvement by Public Housing residents, Section 8 participants, and related Resident Organizations, specifically in all family unit Public Housing developments:
 - Vance/Crystal Courts
 - Beechwood Court
 - Parkview/Broadmeade Terrace
 - Riverside Terrace

6. Supporting Documents Available for Review for Streamlined 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
TAB	<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>	5 Year and Annual Plans
TAB	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan</i>	Streamlined Annual Plans
TAB	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard Annual Plans
TAB	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
TAB	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
TAB	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
TAB	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
TAB	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
TAB	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
TAB	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
TAB	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
TAB	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
TAB	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
TAB	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
TAB	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
TAB	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
TAB	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
TAB	Any policies governing any Section 8 special housing types <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
TAB	Public housing grievance procedures <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
TAB	Section 8 informal review and hearing procedures. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
TAB	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
TAB	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
N/A	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
TAB	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
N/A	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
N/A	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
TAB	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
TAB	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
TAB	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
TAB	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
TAB	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
N/A	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
TAB	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
TAB	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.	Annual Plan: Pet Policy
TAB	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
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
N/A	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : 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 Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: The Housing Authority of the City of New Albany, Indiana Due to printing issues see Attachments A, B, C, D & E for P&E Reports			Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:		Federal FY of Grant:
<input 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	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration	Due to printing issues see Attachments A, B, C, D & E for P&E Reports			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)				
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: The Housing Authority of the City of New Albany, Indiana Due to printing issues see Attachments A, B, C, D & E for P&E Reports			Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:		Federal FY of Grant:
<input 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	
		Original	Revised	Obligated	Expended
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name:		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:			Federal FY of Grant:			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Due to printing issues see Attachments A, B, C, D & E for P&E Reports				
				Original	Revised	Funds Obligated	Funds Expended	

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name			<input type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:		
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY:	Work Statement for Year 3 FFY Grant: PHA FY:	Work Statement for Year 4 FFY Grant: PHA FY:	Work Statement for Year 5 FFY Grant: PHA FY:
	Annual Statement				
HA Wide		795,309	1,046,516	797,466	757,416
Beechwood Court		43,476	128,000	238,800	28,200
Crystal Court		21,223	52,000	69,700	15,923
Parkview Terrace		426,735	23,1761	135,171	391,735
Vance Court		142,284	67,200	170,740	147,584
Broadmeade Terrace		138,350	109,200	57,160	187,350
Parkview Towers		65,000	49,000	71,600	65,000
Riverview Towers		4,000	10,000	26,040	9,000
Riverside Terrace		238,500	177,200	268,200	247,669
Mark Elroc Towers		0	5,000	40,000	25,000
CFP Funds Listed for 5-year planning		1,874,877	1,874,877	1,874,877	1,874,877
Replacement Housing Factor Funds					

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year : <u> 2 </u> FFY Grant: 2006 PHA FY: 2007			Activities for Year: <u> 2 </u> FFY Grant: 2006 PHA FY: 2007		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See	HA Wide	Washer/Dryer Hookups	75,000	<i>12-7 Riverview</i>	<i>Storage Shelves</i>	
Annual		Electrical Box Repair	52,431	<i>12-8 Riverside</i>	<i>Basketball Court</i>	<i>15,000</i>
Statement	12-1 Beechwood	Sidewalk Repair	25,000		<i>Sidewalk Repair</i>	<i>23,000</i>
		Entrance Doors	3,200		<i>Stair Repair</i>	<i>5,000</i>
		Bathroom Upgrade	15,276		<i>Doors and Windows</i>	<i>36,000</i>
	12-2 Crystal	Bathroom Upgrade	8,723		<i>Screen Door Repl</i>	<i>24,000</i>
		Entrance Doors	7,200		<i>Gutter Repair</i>	<i>4,000</i>
		Electrical Upgrade	5,300		<i>Milling & Paving</i>	<i>25,000</i>
	12-3 Parkview	Wall Damage	93,325		<i>Roof Repair</i>	<i>39,000</i>
		Bathroom Upgrades	272,160		<i>Storage Shelves</i>	<i>7,500</i>
		Electrical Upgrades	26,500		<i>Bathroom Upgrade</i>	<i>6,000</i>
		Screen Door Repl.	35,000			
	12-4 Vance	Electrical Upgrades	46,284			

8. Capital Fund Program Five-Year Action Plan

		Bathroom Upgrades	96,000			
	12-5 Broadmeade	Bathroom Upgrades	90,300			
		Electrical Upgrades	31,200			
		Sidewalk Repair	5,850			
		Screen Door Repl	11,000			
	12-6 Parkview Towers	Bathroom Upgrade	25,000			
		Electrical Upgrade	30,000			
		Door Window Repair	10,000			
Total CFP Estimated Cost			\$			\$

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part II: Supporting Pages—Work Activities			Part II: Supporting Pages—Work Activities		
Activities for Year :3____ FFY Grant: 2007 PHA FY: 2008			Activities for Year: _3____ FFY Grant: 2007 PHA FY: 2008		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
HA Wide	Milling & Paving	72,284	12-6 Parkview Towers	Exhaust Fans	25,000
	Washer Dryer Hookups	75,000		Floor Tile Repair	10,000
	Electrical Box Replace	100,000		Showers Installed	98,300
	Floor Tiles	100,000		Vanities Replaced	12,000
	Vanities & Mirrors	10,000		Access Doors	3,500
12-2 Beechwood	Lead Base Paint Abate	10,4000		Ceiling Repair	17,400
	Screen Replace	24,000		Floor Tiles	10,000
12-2 Crystal Court	Bathroom Upgrade	24,300		Outside Storage Repair	36,000
	Vanities/Mirrors	2,700		Intercom	5,000
	Shelter House	25,000			
12-3 Parkview	Showers Installed	163,261			
	Sidewalk Repair	35,000			
	Vanity Replacement	32,500			
12-4 Vance	Showers Installed	57,600			
	Vanities Replaced	9,600			
12-5 Broadmeade	Showers Installed	93,600			
	Vanities Replaced	15,600			
12-6 Parkview Towers	Bifold Door Repl.	4,000			
	Ventilation	20,000			
Total CFP Estimated Cost					\$

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part II: Supporting Pages—Work Activities					
Activities for Year : <u> 4 </u> FFY Grant: 2008 PHA FY: 2009			Activities for Year: <u> 4 </u> FFY Grant: 2008 PHA FY: 2009		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
HA Wide	Roof Repair	75,000	12-5 Broadmeade	Stair Repair	15,000
	Electrical Box Upgrades	33,234		Exhaust Fans	9,900
12-1 Beechwood	Showers Installed	190,800		Bathroom Vents	3,690
	Vanities Installed	24,000	12-6 Parkview Towers	General Ventilation	20,000
	Screen Door Repl	24,000		Faucets Replaced	7750
12-2 Crystal	Sidewalks Repl.	2,700		Interior Doors Replaced	14,850
	Center Square Ren.	42,000		Bathroom Vents	4,000
	Playground	25,000		Bathroom Renovation	25,000
12-3 Parkview	Vinyl Repair	76,250	12-7 Riverview	Floor Tile Replaced	26,040
	Screen Door Repl.	58,291		Showers Installed	98,300
12-4 Vance	Playground Installed	50000		Vanities Replaced	12,000
	Sidewalk Repair	19600		Rec Room Repair	20,000
	Threshold Repair	1520		Access Doors	3,500
	Screen Door Repl	9,600		Ceiling Damage	17,400
	Stair Repair	9,600		Storage Doors	36,000
	Vinyl Repair	70,920		Paving	60,000
	Ceiling Repair	9,500		Splash Blocks	1,000
12-5 Broadmeade	Ceiling Repair	8,300		Floor Tiles	15,000
	Casings Replaced	20,000		Foundation Repair	5,000
Total CFP Estimated Cost St		\$			\$

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part II: Supporting Pages—Work Activities					
Activities for Year : <u> 4 </u> FFY Grant: 2008 PHA FY: 2009			Activities for Year: <u> 5 </u> FFY Grant: 2009 PHA FY: 2010		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
12-10 Mark Elrod	Brick Veneer Repair	10,000	HA Wide	Storage Bldg. Repair	20,000
12-10 Mark Elrod	Fire Panel Replace	9,000		Outside Wood Repair	40,000
12-10 Mark Elrod	HVAC Chiller Replace	9,000		Vinyl Spot Repair	29,184
			12-1 Beechwood	Sidewalk Repair	25,000
HA-Wide	Breaker Panel/Elect. Upgrade	12,000		Entrance Doors	3200
			12-2 Crystal	Floor Tiles	8,723
				Entrance Doors	7,200
			12-3 Parkview	Wall Damage	93,325
				Floor Tiles	272,160
				Storage Shelves	26,250
			12-4 Vance	Floor Tiles	46,284
				Vinyl Replacemnt	5,300
				Porches Upgraded	96,000
			12-5 Broadmeade	Floor Tiles	90,300
				Sidewalk Rep	31,200
				Vanity Mirrors	5,850
				Vinyl	60000
Total CFP Estimated Cost		\$			\$

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part II: Supporting Pages—Work Activities					
Activities for Year : _5___ FFY Grant: 2009 PHA FY: 2010			Activities for Year: ___ FFY Grant: PHA FY:		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
12-6	Floor Tiles	25,000			
	Intercom	30,000			
	Entrance Doors	10,000			
	Storage Shelves	9,000			
	Basket Ball Court	15,000			
	Sidewalk Repair	23,000			
	Stair Repair	5,000			
	Closet Doors Repl.	36,000			
	Screen Repl.	24,000			
	Vinyl Repair	4,000			
	Paving	25,000			
	Siding	39,000			
	Storage Shelves	7,500			
	Fencing	3,000			
	Floor Tiles	60,000			
	Rec Room	6,169			
	Security	25,000			
Total CFP Estimated Cost		\$			\$

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

PHA Name: The Housing Authority of the City of New Albany, Indiana	Grant Type and Number Capital Fund Program Grant No: IN25P012510103 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003
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Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision no. **4**)
 Performance and Evaluation Report for Program Year Ending **Dec. 31, 2006**
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations	229,140.00	229,140.00	229,140.00	229,140.00
3	1408 Management Improvements	217,962.84	222,412.90	222,412.90	222,412.90
4	1410 Administration	218,000.00	184,982.01	184,982.01	184,982.01
5	1411 Audit	7,500.00	3,000.00	3,000.00	3,000.00
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	160,000.00	160,000.00	160,000.00	160,000.00
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	447,592.75	501,214.81	501,214.81	501,214.81
10	1460 Dwelling Structures	152,906.41	132,302.28	132,302.28	127,557.27
11	1465.1 Dwelling Equipment - Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	92,000.00	92,000.00	92,000.00	92,000.00
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	2,500.00	2,550.00	2,550.00	2,550.00
18	1499 Development Activities	-	-	-	-
19	1501 Collateralization or Debt Service	-	-	-	-
20	1502 Contingency	-	-	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	\$ 1,527,602.00	\$ 1,527,602.00	\$ 1,527,602.00	\$ 1,522,856.99
22	Amount of line 21 Related to LBP Activities	-	-	-	-
23	Amount of line 21 Related to Section 504 Compliance	-	-	-	-
24	Amount of line 21 Related to Security - Soft Costs	-	-	-	-
25	Amount of line 21 Related to Security - Hard Costs	-	-	-	-
26	Amount of line 21 Related to Energy Conversation Measures	-	-	-	-

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

PHA Name: The Housing Authority of the City of New Albany Indiana	Grant Type and Number Capital Fund Program Grant No: IN36P01250103 Replacement Housing Factor Grant	Federal FY of Grant: 2003
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Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406.00		229,140.00	229,140.00	229,140.00	229,140.00	100%
HA-Wide	FSS Program	1408.00		130,000.00	134,326.31	134,326.31	134,326.31	100%
HA Wide	Parks Partnership	1408.00		12,962.84	12,962.84	12,962.84	12,962.84	100%
HA-Wide	Technology	1408.00		70,000.00	70,123.75	70,123.75	70,123.75	100%
HA-Wide	Computer Lab/Hardware	1475.00		30,000.00	30,000.00	30,000.00	30,000.00	100%
HA-Wide	Administration	1410.00		92,000.00	63,727.02	63,727.02	63,727.02	100%
HA-Wide	Audit	1411.00		7,500.00	3,000.00	3,000.00	3,000.00	100%
HA-Wide	Parks Partnership Salaries	1410.00		51,000.00	46,254.99	46,254.99	46,254.99	100%
HA-Wide	Gas Line Replacement	1450.00		447,305.55	500,927.61	500,927.61	500,927.61	100%
HA Wide	Dues and Publications	1408.00		5,000.00	5,000.00	5,000.00	5,000.00	100%
HA Wide	Training and Travel	1410.00		75,000.00	75,000.00	75,000.00	75,000.00	100%
HA Wide	A&E	1430.00		160,000.00	160,000.00	160,000.00	160,000.00	100%
HA Wide	Administrative Building Phone	1475.00		20,000.00	20,000.00	20,000.00	20,000.00	100%
HA Wide	Phone/Intercom upgrade	1460.00		15,000.00	7,192.00	7,192.00	7,192.00	100%
HA Wide	ADA Unit Relocation	1495.10		2,500.00	2,550.00	2,550.00	2,550.00	100%
12-3, 5	Community Space Furniture	1475.00		42,000.00	42,000.00	42,000.00	42,000.00	100%
12-1	ADA Units	1460.00		37,906.41	37,906.41	37,906.41	37,906.41	100%
12-4	Playground Upgrade	1450.00		287.20	287.20	287.20	287.20	100%
								-
HA Wide	Force Account-Electrical & Vinyl	1460.00		100,000.00	87,203.87	87,203.87	82,458.86	Waotomg fpr Revision in el

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Input Range					Criteria Range			
Acct	Original	Revised	Obligated	Expended	Acct	Original	Revised	Obligated
1406	229,140.00	229,140.00	229,140.00	229,140.00	1406	229,140.00	229,140.00	229,140.00
1408	130,000.00	134,326.31	134,326.31	134,326.31	ACCT			
1408	12,962.84	12,962.84	12,962.84	12,962.84	1408	217,962.84	222,412.90	222,412.90
1408	70,000.00	70,123.75	70,123.75	70,123.75	ACCT			
1475	30,000.00	30,000.00	30,000.00	30,000.00	1410	218,000.00	184,982.01	184,982.01
1410	92,000.00	63,727.02	63,727.02	63,727.02	ACCT			
1411	7,500.00	3,000.00	3,000.00	3,000.00	1411	7,500.00	3,000.00	3,000.00
1410	51,000.00	46,254.99	46,254.99	46,254.99	ACCT			
1450	447,305.55	500,927.61	500,927.61	500,927.61	1415	0.00	0.00	0.00
1408	5,000.00	5,000.00	5,000.00	5,000.00	ACCT			
1410	75,000.00	75,000.00	75,000.00	75,000.00	1430	160,000.00	160,000.00	160,000.00
1430	160,000.00	160,000.00	160,000.00	160,000.00	ACCT			
1475	20,000.00	20,000.00	20,000.00	20,000.00	1440	0.00	0.00	0.00
1460	15,000.00	7,192.00	7,192.00	7,192.00	ACCT			
1495	2,500.00	2,550.00	2,550.00	2,550.00	1450	447,592.75	501,214.81	501,214.81
0	0.00	0.00	0.00	0.00	ACCT			
1475	42,000.00	42,000.00	42,000.00	42,000.00	1460	152,906.41	132,302.28	132,302.28
0	0.00	0.00	0.00	0.00	ACCT			
1460	37,906.41	37,906.41	37,906.41	37,906.41	1465	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	ACCT			
0	0.00	0.00	0.00	0.00	1470	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	ACCT			
0	0.00	0.00	0.00	0.00	1475	92,000.00	92,000.00	92,000.00
1450	287.20	287.20	287.20	287.20	ACCT			



	Output Range				
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Expended	Acct	Original	Revised	Obligated	Expended
229,140.00	1406.00	229,140.00	229,140.00	229,140.00	229,140.00
	1408.00	217,962.84	222,412.90	222,412.90	222,412.90
222,412.90	1410.00	218,000.00	184,982.01	184,982.01	184,982.01
	1411.00	7,500.00	3,000.00	3,000.00	3,000.00
184,982.01	1415.00	0.00	0.00	0.00	0.00
	1430.00	160,000.00	160,000.00	160,000.00	160,000.00
3,000.00	1440.00	0.00	0.00	0.00	0.00
	1450.00	447,592.75	501,214.81	501,214.81	501,214.81
0.00	1460.00	152,906.41	132,302.28	132,302.28	127,557.27
	1465.10	0.00	0.00	0.00	0.00
160,000.00	1470.00	0.00	0.00	0.00	0.00
	1475.00	92,000.00	92,000.00	92,000.00	92,000.00
0.00	1485.00	0.00	0.00	0.00	0.00
	1490.00	0.00	0.00	0.00	0.00
501,214.81	1492.00	0.00	0.00	0.00	0.00
	1495.10	2,500.00	2,550.00	2,550.00	2,550.00
127,557.27	1499.00	0.00	0.00	0.00	0.00
	1501.00	0.00	0.00	0.00	0.00
0.00	1502.00	0.00	0.00	0.00	0.00
0.00					
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**Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary**

PHA Name: The Housing Authority of the City of New Albany, Indiana	Grant Type and Number Capital Fund Program Grant No: IN25P012510203 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003
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Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision no. **1**)
 Performance and Evaluation Report for Program Year Ending **12/31/2006**
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations	48,397.00	48,397.00	48,397.00	48,397.00
3	1408 Management Improvements	-	-	-	-
4	1410 Administration	-	-	-	-
5	1411 Audit	1,500.00	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	-	-	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	122,747.00	274,247.00	274,247.00	274,247.00
10	1460 Dwelling Structures	150,000.00	-	-	-
11	1465.1 Dwelling Equipment - Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	-	-	-	-
19	1501 Collateralization or Debt Service	-	-	-	-
20	1502 Contingency	-	-	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	\$ 322,644.00	\$ 322,644.00	\$ 322,644.00	\$ 322,644.00
22	Amount of line 21 Related to LBP Activities	-	-	-	-
23	Amount of line 21 Related to Section 504 Compliance	-	-	-	-
24	Amount of line 21 Related to Security - Soft Costs	-	-	-	-
25	Amount of line 21 Related to Security - Hard Costs	-	-	-	-
26	Amount of line 21 Related to Energy Conversation Measures	-	-	-	-

**Actual Comprehensive Grant
Cost Certificate**
Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157
(Exp. 3/31/2002)

PHA/IHA Name The Housing Authority of the City of New Albany, Indiana	Comprehensive Grant Number IN25P012510203
	FFY of Grant Approval 2003

The PHA/IHA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Comprehensive Grant, is as shown below:

A. Original Funds Approved	\$ 322,644.00
B. Revised Funds Approved	322,644.00
C. Funds Advanced	
D. Funds Expended (Actual Modernization Cost)	322,644.00
E. Amount to be Recaptured (A-D)	-
F. Excess of Funds Advanced (C-D)	\$ (322,644.00)

2. That all modernization work in connection with the Comprehensive Grant has been completed;
3. That the entire Actual Modernization Cost or liabilities therefor incurred by the PHA/IHA have been fully paid;
4. That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on public office where the same should be filed in order to be valid against such modernization work; and
5. That the time in which such liens could be filed has expired.

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

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

Signature X	Date 1/17/2007
---------------------------	------------------------------

For HUD Use Only

The Cost Certificate is approved for audit.

Approved for Audit (Director, Public Housing Division) X	Date
--	------

The audited costs agree with the costs shown above.

Verified (Director, Public Housing Division) X	Date
--	------

Approved (Field Office Manager) X	Date
---	------

**Actual Modernization
Cost Certificate**

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

OMB Approval No. 2577-0044 (exp. 12/31/99)
OMB Approval No. 2577-0157 (exp. 12/31/99)

**Comprehensive Improvement Assistance Program (CIAP)
Comprehensive Grant Program (CGP)**

Public reporting burden for this collection of information is estimated to average 2 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2577-0044 and 0157), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Do not send this form to the above address.

This collection of information requires that each Housing Authority (HA) submit information to enable HUD to initiate the fiscal closeout process. The information will be used by HUD to determine whether the modernization grant is ready to be audited and closed out. The information is essential for audit verification and fiscal close out. Responses to the collection are required by regulation. The information requested does not lend itself to confidentiality.

HA Name: The Housing Authority of the City of New Albany, Indiana	Modernization Project Number: IN25P012510203
---	--

The HA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Modernization Grant, is as shown below:

A. Original Funds Approved	\$	322,644.00
B. Funds Disbursed	\$	322,644.00
C. Funds Expended (Actual Modernization Cost)	\$	322,644.00
D. Amount to be Recaptured (A - C)	\$	-
E. Excess of Funds Disbursed (B - C)	\$	-

2. That all modernization work in connection with the Modernization Grant has been completed;

3. That the entire Actual Modernization Cost or liabilities therefore incurred by the HA have been fully paid;

4. That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on file in any public office where the same should be filed in order to be valid against such modernization work; and

5. That the time in which such liens could be filed has expired.

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

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

Signature of Executive Director & Date:

X

1/17/2007

For HUD Use Only

The Cost Certificate is approved for audit:

Approved for Audit (Director, Office of Public Housing / ONAP Administrator)

Date:

X

The audited costs agree with the costs shown above:

Verified: (Designated HUD Official)

Date:

X

Approved: (Director, Office of Public Housing / ONAP Administrator)

Date:

X

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Input Range					Criteria Range			
Acct	Original	Revised	Obligated	Expended	Acct	Original	Revised	Obligated
1406	48,397.00	48,397.00	48,397.00	48,397.00	1406	48,397.00	48,397.00	48,397.00
0	0.00	0.00	0.00	0.00	ACCT			
1450	122,747.00	274,247.00	274,247.00	274,247.00	1408	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	ACCT			
1411	1,500.00	0.00	0.00	0.00	1410	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	ACCT			
1460	150,000.00	0.00	0.00	0.00	1411	1,500.00	0.00	0.00
0	0.00	0.00	0.00	0.00	ACCT			
0	0.00	0.00	0.00	0.00	1415	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	ACCT			
0	0.00	0.00	0.00	0.00	1430	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	ACCT			
0	0.00	0.00	0.00	0.00	1440	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	ACCT			
0	0.00	0.00	0.00	0.00	1450	122,747.00	274,247.00	274,247.00
0	0.00	0.00	0.00	0.00	ACCT			
0	0.00	0.00	0.00	0.00	1460	150,000.00	0.00	0.00
0	0.00	0.00	0.00	0.00	ACCT			
0	0.00	0.00	0.00	0.00	1465	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	ACCT			
0	0.00	0.00	0.00	0.00	1470	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	ACCT			
0	0.00	0.00	0.00	0.00	1475	0.00	0.00	0.00
0	0.00	0.00	0.00	0.00	ACCT			



	Output Range				
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Expended	Acct	Original	Revised	Obligated	Expended
48,397.00	1406.00	48,397.00	48,397.00	48,397.00	48,397.00
	1408.00	0.00	0.00	0.00	0.00
0.00	1410.00	0.00	0.00	0.00	0.00
	1411.00	1,500.00	0.00	0.00	0.00
0.00	1415.00	0.00	0.00	0.00	0.00
	1430.00	0.00	0.00	0.00	0.00
0.00	1440.00	0.00	0.00	0.00	0.00
	1450.00	122,747.00	274,247.00	274,247.00	274,247.00
0.00	1460.00	150,000.00	0.00	0.00	0.00
	1465.10	0.00	0.00	0.00	0.00
0.00	1470.00	0.00	0.00	0.00	0.00
	1475.00	0.00	0.00	0.00	0.00
0.00	1485.00	0.00	0.00	0.00	0.00
	1490.00	0.00	0.00	0.00	0.00
274,247.00	1492.00	0.00	0.00	0.00	0.00
	1495.10	0.00	0.00	0.00	0.00
0.00	1499.00	0.00	0.00	0.00	0.00
	1501.00	0.00	0.00	0.00	0.00
0.00	1502.00	0.00	0.00	0.00	0.00
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**Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary**

PHA Name: The Housing Authority of the City of New Albany, Indiana	Grant Type and Number Capital Fund Program Grant No: IN36P01250104 Replacement Housing Factor Grant No:	Federal FY of Grant: 2004
--	--	-------------------------------------

Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision no. **2**)
 Performance and Evaluation Report for Program Year Ending **12/31/2006**
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations	281,231.00	281,231.00	281,231.00	281,231.00
3	1408 Management Improvements	218,000.00	224,000.00	136,522.22	122,879.73
4	1410 Administration	171,000.00	156,000.00	91,038.70	64,414.36
5	1411 Audit	8,000.00	7,912.50	7,912.50	7,912.50
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	80,000.00	140,000.00	140,000.00	80,000.00
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	627,653.64	111,467.71	111,467.71	111,467.71
10	1460 Dwelling Structures	265,000.00	739,273.43	748,273.43	165,102.88
11	1465.1 Dwelling Equipment - Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	125,000.00	-	-	-
13	1475 Nondwelling Equipment	98,992.36	214,992.36	181,262.30	181,262.30
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	-	-	-	-
19	1501 Collateralization or Debt Service	-	-	-	-
20	1502 Contingency	-	-	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	\$ 1,874,877.00	\$ 1,874,877.00	\$ 1,697,707.86	\$ 1,014,270.48
22	Amount of line 21 Related to LBP Activities	-	-	-	-
23	Amount of line 21 Related to Section 504 Compliance	-	-	-	-
24	Amount of line 21 Related to Security - Soft Costs	-	-	-	-
25	Amount of line 21 Related to Security - Hard Costs	-	-	-	-
26	Amount of line 21 Related to Energy Conversation Measures	-	-	-	-

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

PHA Name: The Housing Authority of the City of New Albany Indiana		Grant Type and Number Capital Fund Program Grant No: IN36P01250104 Replacement Housing Factor Grant I				Federal FY of Grant: 2004			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work Revisin Balance	
				Original	Revised	Funds Obligated	Funds Expended		
HA-Wide	Operations	1406.00		281,231.00	281,231.00	281,231.00	281,231.00	100%	
HA-Wide	FSS	1408.00		55,000.00	55,000.00	46,087.31	46,087.31	ongoing	
HA-Wide	Parks Partnership	1408.00		10,000.00	20,600.25	20,600.25	6,958.06	revision	
HA-Wide	Technology	1408.00		100,000.00	100,000.00	55,517.79	55,517.79	ongoing	
HA-Wide	Door/Window Replacement	1460.00		75,000.00	-				
HA-Wide	Administration	1410.00		92,000.00	86,000.00	50,000.00	23,375.66	ongoing	
HA-Wide	Audit	1411.00		8,000.00	7,912.50	7,912.50	7,912.50	100%	
HA-Wide	Security upgrades	1408.00		10,000.00	10,000.00	1,593.00	1,593.00	ongoing	
HA-Wide	Parks Salary	1408.00		43,000.00	34,399.75	8,891.87	8,891.57	ongoing	
HA-Wide	Training Upgrades	1410.00		54,000.00	70,000.00	41,038.70	41,038.70	revision	
HA-Wide	Rebar repair	1460.00		15,000.00	-				
HA-Wide	Dues & Publications	1408.00			4,000.00	3,832.00	3,832.00	ongoing	
HA Wide	Gas line replacement	1450.00		627,653.64	111,467.71	111,467.71	111,467.71	100%	
HA Wide	A&E	1430.00		80,000.00	140,000.00	140,000.00	80,000.00	revision	
HA Wide	Litigation Expense	1410.00		25,000.00	-				
	Computer Hardware	1475.00			58,000.00	32,925.83	32,925.83	onging	
HA-Wide	Roof Repair	1460.00		175,000.00	165,102.88	165,102.88	165,102.88	revision	
HA-Wide	Milling and Paving	1470.00		125,000.00	-				
	Community Space Furniture	1475.00			58,000.00	49,344.11	49,344.11	ongoing	
HA Wide	Admin Building Completion	1475.00		98,992.36	98,992.36	98,992.36	98,992.36		
HA Wide	Force Account Vinyl & Electric	1460.00			574,170.55	583,170.55		revision	
								ongoing	

**Actual Comprehensive Grant
Cost Certificate**
Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157
(Exp. 3/31/2002)

PHA/IHA Name The Housing Authority of the City of New Albany, Indiana	Comprehensive Grant Number IN36P01250104
	FFY of Grant Approval 2004

The PHA/IHA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Comprehensive Grant, is as shown below:

A. Original Funds Approved	\$ 1,874,877.00
B. Revised Funds Approved	1,874,877.00
C. Funds Advanced	
D. Funds Expended (Actual Modernization Cost)	1,014,270.48
E. Amount to be Recaptured (A-D)	860,606.52
F. Excess of Funds Advanced (C-D)	\$ (1,014,270.48)

2. That all modernization work in connection with the Comprehensive Grant has been completed;
 3. That the entire Actual Modernization Cost or liabilities therefor incurred by the PHA/IHA have been fully paid;
 4. That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on public office where the same should be filed in order to be valid against such modernization work; and
 5. That the time in which such liens could be filed has expired.

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

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

Signature X	Date 1/17/2007
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For HUD Use Only

The Cost Certificate is approved for audit.

Approved for Audit (Director, Public Housing Division) X	Date
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The audited costs agree with the costs shown above.

Verified (Director, Public Housing Division) X	Date
--	------

Approved (Field Office Manager) X	Date
---	------

**Actual Modernization
Cost Certificate**

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

OMB Approval No. 2577-0044 (exp. 12/31/99)
OMB Approval No. 2577-0157 (exp. 12/31/99)

**Comprehensive Improvement Assistance Program (CIAP)
Comprehensive Grant Program (CGP)**

Public reporting burden for this collection of information is estimated to average 2 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2577-0044 and 0157), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Do not send this form to the above address.

This collection of information requires that each Housing Authority (HA) submit information to enable HUD to initiate the fiscal closeout process. The information will be used by HUD to determine whether the modernization grant is ready to be audited and closed out. The information is essential for audit verification and fiscal close out. Responses to the collection are required by regulation. The information requested does not lend itself to confidentiality.

HA Name: The Housing Authority of the City of New Albany, Indiana	Modernization Project Number: IN36P01250104
---	---

The HA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Modernization Grant, is as shown below:

A. Original Funds Approved	\$	1,874,877.00
B. Funds Disbursed	\$	1,014,270.48
C. Funds Expended (Actual Modernization Cost)	\$	1,014,270.48
D. Amount to be Recaptured (A - C)	\$	860,606.52
E. Excess of Funds Disbursed (B - C)	\$	-

2. That all modernization work in connection with the Modernization Grant has been completed;

3. That the entire Actual Modernization Cost or liabilities therefore incurred by the HA have been fully paid;

4. That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on file in any public office where the same should be filed in order to be valid against such modernization work; and

5. That the time in which such liens could be filed has expired.

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

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

Signature of Executive Director & Date:

X

1/17/2007

For HUD Use Only

The Cost Certificate is approved for audit:

Approved for Audit (Director, Office of Public Housing / ONAP Administrator)

Date:

X

The audited costs agree with the costs shown above:

Verified: (Designated HUD Official)

Date:

X

Approved: (Director, Office of Public Housing / ONAP Administrator)

Date:

X

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Input Range					Criteria Range			
Acct	Original	Revised	Obligated	Expended	Acct	Original	Revised	Obligated
1406	281,231.00	281,231.00	281,231.00	281,231.00	1406	281,231.00	281,231.00	281,231.00
1408	55,000.00	55,000.00	46,087.31	46,087.31	ACCT			
1408	10,000.00	20,600.25	20,600.25	6,958.06	1408	218,000.00	224,000.00	136,522.22
1408	100,000.00	100,000.00	55,517.79	55,517.79	ACCT			
1460	75,000.00	0.00	0.00	0.00	1410	171,000.00	156,000.00	91,038.70
1410	92,000.00	86,000.00	50,000.00	23,375.66	ACCT			
1411	8,000.00	7,912.50	7,912.50	7,912.50	1411	8,000.00	7,912.50	7,912.50
1408	10,000.00	10,000.00	1,593.00	1,593.00	ACCT			
1408	43,000.00	34,399.75	8,891.87	8,891.57	1415	0.00	0.00	0.00
1410	54,000.00	70,000.00	41,038.70	41,038.70	ACCT			
1460	15,000.00	0.00	0.00	0.00	1430	80,000.00	140,000.00	140,000.00
1408	0.00	4,000.00	3,832.00	3,832.00	ACCT			
1450	627,653.64	111,467.71	111,467.71	111,467.71	1440	0.00	0.00	0.00
1430	80,000.00	140,000.00	140,000.00	80,000.00	ACCT			
1410	25,000.00	0.00	0.00	0.00	1450	627,653.64	111,467.71	111,467.71
1475	0.00	58,000.00	32,925.83	32,925.83	ACCT			
1460	175,000.00	165,102.88	165,102.88	165,102.88	1460	265,000.00	739,273.43	748,273.43
1470	125,000.00	0.00	0.00	0.00	ACCT			
1475	0.00	58,000.00	49,344.11	49,344.11	1465	0.00	0.00	0.00
1475	98,992.36	98,992.36	98,992.36	98,992.36	ACCT			
1460	0.00	574,170.55	583,170.55	0.00	1470	125,000.00	0.00	0.00
0	0.00	0.00	0.00	0.00	ACCT			
0	0.00	0.00	0.00	0.00	1475	98,992.36	214,992.36	181,262.30
0	0.00	0.00	0.00	0.00	ACCT			



	Output Range				
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Expended	Acct	Original	Revised	Obligated	Expended
281,231.00	1406.00	281,231.00	281,231.00	281,231.00	281,231.00
	1408.00	218,000.00	224,000.00	136,522.22	122,879.73
122,879.73	1410.00	171,000.00	156,000.00	91,038.70	64,414.36
	1411.00	8,000.00	7,912.50	7,912.50	7,912.50
64,414.36	1415.00	0.00	0.00	0.00	0.00
	1430.00	80,000.00	140,000.00	140,000.00	80,000.00
7,912.50	1440.00	0.00	0.00	0.00	0.00
	1450.00	627,653.64	111,467.71	111,467.71	111,467.71
0.00	1460.00	265,000.00	739,273.43	748,273.43	165,102.88
	1465.10	0.00	0.00	0.00	0.00
80,000.00	1470.00	125,000.00	0.00	0.00	0.00
	1475.00	98,992.36	214,992.36	181,262.30	181,262.30
0.00	1485.00	0.00	0.00	0.00	0.00
	1490.00	0.00	0.00	0.00	0.00
111,467.71	1492.00	0.00	0.00	0.00	0.00
	1495.10	0.00	0.00	0.00	0.00
165,102.88	1499.00	0.00	0.00	0.00	0.00
	1501.00	0.00	0.00	0.00	0.00
0.00	1502.00	0.00	0.00	0.00	0.00
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**Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary**

PHA Name: The Housing Authority of the City of New Albany, Indiana	Grant Type and Number Capital Fund Program Grant No: IN36P01250105 Replacement Housing Factor Grant No:	Federal FY of Grant: 2005
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Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision no.)
 Performance and Evaluation Report for Program Year Ending **12/31/2006**
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations	253,694.70	-	-	-
3	1408 Management Improvements	125,000.00	-	-	-
4	1410 Administration	96,866.30	-	-	-
5	1411 Audit	8,000.00	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	-	-	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	182,200.00	-	-	-
10	1460 Dwelling Structures	1,004,368.00	-	-	-
11	1465.1 Dwelling Equipment - Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	21,169.00	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	-	-	-	-
19	1501 Collateralization or Debt Service	-	-	-	-
20	1502 Contingency	-	-	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	\$ 1,691,298.00	\$ -	\$ -	\$ -
22	Amount of line 21 Related to LBP Activities	-	-	-	-
23	Amount of line 21 Related to Section 504 Compliance	-	-	-	-
24	Amount of line 21 Related to Security - Soft Costs	-	-	-	-
25	Amount of line 21 Related to Security - Hard Costs	-	-	-	-
26	Amount of line 21 Related to Energy Conversation Measures	-	-	-	-

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

PHA Name: The Housing Authority of the City of New Albany Indiana		Grant Type and Number Capital Fund Program Grant No: IN36P01250105 Replacement Housing Factor Grant			Federal FY of Grant: 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406.00		253,694.70				Planning
HA-Wide	FSS	1408.00		15,000.00				Planning
HA-Wide	Parks Partnership	1408.00		10,000.00				Planning
HA-Wide	Technology	1408.00		100,000.00				Planning
HA-Wide	General Site Improvement	1450.00		100,000.00				Planning
HA-Wide	Administration	1410.00		53,866.30				Planning
HA-Wide	Audit	1411.00		8,000.00				Planning
HA-Wide	Parks Salary	1410.00		43,000.00				Planning
12-1	Side Walk Repair	1460.00		25,000.00				Planning
	Entrance Doors	1460.00		3,200.00				Planning
	Bathroom upgrade	1460.00		15,276.00				Planning
								Planning
12-2	Bathroom upgrade	1460.00		8,723.00				Planning
	Entrance Doors	1460.00		7,200.00				Planning
								Planning
12-3	Wall Damage	1460.00		93,325.00				Planning
	Bathroom Upgrade	1460.00		272,160.00				Planning
	Storage Shelves	1460.00		26,250.00				Planning
								Planning
12-4	Floor Tiles	1460.00		46,284.00				Planning
	Soffit/Gutter/Fascia	1460.00		5,300.00				Planning
	Bathroom upgrade	1460.00		96,000.00				Planning
								Planning
12-5	Bathroom upgrade	1460.00		90,300.00				Planning
	Sidewalks replaced	1450.00		31,200.00				Planning
	Vanities/Mirrors	1460.00		5,850.00				Planning
	Gutter/Fascia	1460.00		60,000.00				Planning

**Actual Comprehensive Grant
Cost Certificate**
Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157
(Exp. 3/31/2002)

PHA/IHA Name The Housing Authority of the City of New Albany, Indiana	Comprehensive Grant Number IN36P01250105
	FFY of Grant Approval 2005

The PHA/IHA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Comprehensive Grant, is as shown below:

A. Original Funds Approved	\$ 1,691,298.00
B. Revised Funds Approved	-
C. Funds Advanced	
D. Funds Expended (Actual Modernization Cost)	-
E. Amount to be Recaptured (A-D)	1,691,298.00
F. Excess of Funds Advanced (C-D)	\$ -

2. That all modernization work in connection with the Comprehensive Grant has been completed;
3. That the entire Actual Modernization Cost or liabilities therefor incurred by the PHA/IHA have been fully paid;
4. That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on public office where the same should be filed in order to be valid against such modernization work; and
5. That the time in which such liens could be filed has expired.

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

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

Signature X	Date 1/17/2007
---------------------------	------------------------------

For HUD Use Only

The Cost Certificate is approved for audit.

Approved for Audit (Director, Public Housing Division) X	Date
--	------

The audited costs agree with the costs shown above.

Verified (Director, Public Housing Division) X	Date
--	------

Approved (Field Office Manager) X	Date
---	------

**Actual Modernization
Cost Certificate**

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

OMB Approval No. 2577-0044 (exp. 12/31/99)
OMB Approval No. 2577-0157 (exp. 12/31/99)

**Comprehensive Improvement Assistance Program (CIAP)
Comprehensive Grant Program (CGP)**

Public reporting burden for this collection of information is estimated to average 2 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2577-0044 and 0157), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Do not send this form to the above address.

This collection of information requires that each Housing Authority (HA) submit information to enable HUD to initiate the fiscal closeout process. The information will be used by HUD to determine whether the modernization grant is ready to be audited and closed out. The information is essential for audit verification and fiscal close out. Responses to the collection are required by regulation. The information requested does not lend itself to confidentiality.

HA Name: The Housing Authority of the City of New Albany, Indiana	Modernization Project Number: IN36P01250105
---	---

The HA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Modernization Grant, is as shown below:

A. Original Funds Approved	\$	-
B. Funds Disbursed	\$	-
C. Funds Expended (Actual Modernization Cost)	\$	-
D. Amount to be Recaptured (A - C)	\$	-
E. Excess of Funds Disbursed (B - C)	\$	-

2. That all modernization work in connection with the Modernization Grant has been completed;

3. That the entire Actual Modernization Cost or liabilities therefore incurred by the HA have been fully paid;

4. That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on file in any public office where the same should be filed in order to be valid against such modernization work; and

5. That the time in which such liens could be filed has expired.

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

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

Signature of Executive Director & Date:

X

1/17/2007

For HUD Use Only

The Cost Certificate is approved for audit:

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Date:

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Approved: (Director, Office of Public Housing / ONAP Administrator)

Date:

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Input Range							
Acct	Original	Revised	Obligated	Expended	Acct	Original	
1406	253,694.70	0.00	0.00	0.00	1406	253,694.70	
1408	15,000.00	0.00	0.00	0.00	ACCT		
1408	10,000.00	0.00	0.00	0.00	1408	125,000.00	
1408	100,000.00	0.00	0.00	0.00	ACCT		
1450	100,000.00	0.00	0.00	0.00	1410	96,866.30	
1410	53,866.30	0.00	0.00	0.00	ACCT		
1411	8,000.00	0.00	0.00	0.00	1411	8,000.00	
1410	43,000.00	0.00	0.00	0.00	ACCT		
1460	25,000.00	0.00	0.00	0.00	1415	0.00	
1460	3,200.00	0.00	0.00	0.00	ACCT		
1460	15,276.00	0.00	0.00	0.00	1430	0.00	
0	0.00	0.00	0.00	0.00	ACCT		
1460	8,723.00	0.00	0.00	0.00	1440	0.00	
1460	7,200.00	0.00	0.00	0.00	ACCT		
0	0.00	0.00	0.00	0.00	1450	182,200.00	
1460	93,325.00	0.00	0.00	0.00	ACCT		
1460	272,160.00	0.00	0.00	0.00	1460	#####	
1460	26,250.00	0.00	0.00	0.00	ACCT		
0	0.00	0.00	0.00	0.00	1465	0.00	
1460	46,284.00	0.00	0.00	0.00	ACCT		
1460	5,300.00	0.00	0.00	0.00	1470	21,169.00	
1460	96,000.00	0.00	0.00	0.00	ACCT		
0	0.00	0.00	0.00	0.00	1475	0.00	
1460	90,300.00	0.00	0.00	0.00	ACCT		
1450	31,200.00	0.00	0.00	0.00	1485	0.00	
1460	5,850.00	0.00	0.00	0.00	ACCT		
1460	60,000.00	0.00	0.00	0.00	1490	0.00	
0	0.00	0.00	0.00	0.00	ACCT		
0	0.00	0.00	0.00	0.00	1492	0.00	
0	0.00	0.00	0.00	0.00	ACCT		
0	0.00	0.00	0.00	0.00	1495	0.00	
0	0.00	0.00	0.00	0.00	ACCT		
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#VALUE!	0.00	0.00	0.00	0.00	ACCT		

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

PHA Name: The Housing Authority of the City of New Albany, Indiana	Grant Type and Number Capital Fund Program Grant No: IN36P01250106 Replacement Housing Factor Grant No:	Federal FY of Grant: 2006
--	--	-------------------------------------

Original Annual Statement
 Reserve for Disasters/Emergencies
 Revised Annual Statement (revision no. **11-Jul-06**)
 Performance and Evaluation Report for Program Year Ending **12/31/2006**
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations	245,700.00	-	-	-
3	1408 Management Improvements	165,000.00	-	-	-
4	1410 Administration	160,000.00	-	-	-
5	1411 Audit	4,000.00	-	-	-
6	1415 Liquidated Damages	-	-	-	-
7	1430 Fees and Costs	56,000.00	-	-	-
8	1440 Site Acquisition	-	-	-	-
9	1450 Site Improvement	-	-	-	-
10	1460 Dwelling Structures	1,007,297.00	-	-	-
11	1465.1 Dwelling Equipment - Nonexpendable	-	-	-	-
12	1470 Nondwelling Structures	-	-	-	-
13	1475 Nondwelling Equipment	-	-	-	-
14	1485 Demolition	-	-	-	-
15	1490 Replacement Reserve	-	-	-	-
16	1492 Moving to Work Demonstration	-	-	-	-
17	1495.1 Relocation Costs	-	-	-	-
18	1499 Development Activities	-	-	-	-
19	1501 Collateralization or Debt Service	-	-	-	-
20	1502 Contingency	-	-	-	-
21	Amount of Annual Grant (Sum of lines 2-20)	\$ 1,637,997.00	\$ -	\$ -	\$ -
22	Amount of line 21 Related to LBP Activities	-	-	-	-
23	Amount of line 21 Related to Section 504 Compliance	-	-	-	-
24	Amount of line 21 Related to Security - Soft Costs	-	-	-	-
25	Amount of line 21 Related to Security - Hard Costs	-	-	-	-
26	Amount of line 21 Related to Energy Conversation Measures	-	-	-	-

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

PHA Name: The Housing Authority of the City of New Albany Indiana		Grant Type and Number Capital Fund Program Grant No: IN36P01250106 Replacement Housing Factor Grant				Federal FY of Grant: 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406.00		245,700.00				Planning
HA-Wide	FSS	1408.00		27,000.00				Planning
HA-Wide	Parks Partnership	1408.00		8,000.00				Planning
HA-Wide	Technology	1408.00		75,000.00				Planning
HA-Wide	A&E	1430.00		56,000.00				Planning
COCC	Administration	1410.00		160,000.00				Planning
HA-Wide	Audit	1411.00		4,000.00				Planning
HA-Wide	Parks Salary	1408.00		30,000.00				Planning
12-1	Bathroom upgrade	1460.00		62,000.00				Planning
12-2	Bathroom upgrade	1460.00		36,000.00				Planning
12-3	Bathroom Upgrade	1460.00		492,297.00				Planning
12-4	Bathroom upgrade	1460.00		78,000.00				Planning
12-5	Bathroom upgrade	1460.00		128,000.00				Planning
12-6	Bathroom upgrade	1460.00		25,000.00				Planning
12-6	Elevator upgrade (ADA)	1460.00		12,000.00				Planning
12-7	Elevator upgrade (ADA)	1460.00		40,000.00				Planning
12-8	Bathroom Upgrade	1460.00		15,000.00				Planning
12-8	Electrical Upgrade	1460.00		16,000.00				Planning
12-10	Elevator upgrade (ADA)	1460.00		25,000.00				Planning
12-10	Replace Fire Alarm System	1460.00		78,000.00				Planning

Annual Statement / Performance and Evaluation Report

Capital fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part III: Implementation Schedule

PHA Name: The Housing Authority of the City of New Albany, Indiana		Grant Type and Number Capital Fund Program Grant No: IN36P01250106 Replacement Housing Factor Grant No: 0					Federal FY of Grant: 2006
Development Number Namw/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide Operations	9/1/2006						
HA-Wide FSS	9/1/2006						
HA-Wide Parks Supplies	9/1/2006						
HA-Wide Technology	9/1/2006						
HA-Wide A&E	9/1/2006						
COCC Administration	9/1/2006						
HA-Wide Audit	9/1/2006						
HA-Wide Parks Salary	9/1/2006						
12-1 Bathroom upgrade	3/1/2007						
12-2 Bathroom upgrade	3/1/2007						
12-3 Bathroom upgrade	3/1/2007						
12-4 Bathroom upgrade	3/1/2007						
12-5 Bathroom upgrade	3/1/2007						
12-6 Bathroom upgrade	3/1/2007						
12-6 Elevator ADA	3/1/2007						
12-7 Elevator ADA	3/1/2007						
12-8 Bathroom upgrade	3/1/2007						
12-8 Electrical upgrade	3/1/2007						
12-10 Elevator ADA	3/1/2007						
12-10 Fire alarm replace	3/1/2007						

**Actual Comprehensive Grant
Cost Certificate**
Comprehensive Grant Program (CGP)

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

OMB Approval No. 2577-0157
(Exp. 3/31/2002)

PHA/IHA Name The Housing Authority of the City of New Albany, Indiana	Comprehensive Grant Number IN36P01250106
	FFY of Grant Approval 2006

The PHA/IHA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Comprehensive Grant, is as shown below:

A. Original Funds Approved	\$ 1,637,997.00
B. Revised Funds Approved	-
C. Funds Advanced	
D. Funds Expended (Actual Modernization Cost)	-
E. Amount to be Recaptured (A-D)	1,637,997.00
F. Excess of Funds Advanced (C-D)	\$ -

2. That all modernization work in connection with the Comprehensive Grant has been completed;
3. That the entire Actual Modernization Cost or liabilities therefor incurred by the PHA/IHA have been fully paid;
4. That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on public office where the same should be filed in order to be valid against such modernization work; and
5. That the time in which such liens could be filed has expired.

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

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

Signature X	Date 1/17/2007
---------------------------	------------------------------

For HUD Use Only

The Cost Certificate is approved for audit.

Approved for Audit (Director, Public Housing Division) X	Date
--	------

The audited costs agree with the costs shown above.

Verified (Director, Public Housing Division) X	Date
--	------

Approved (Field Office Manager) X	Date
---	------

**Actual Modernization
Cost Certificate**

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

OMB Approval No. 2577-0044 (exp. 12/31/99)
OMB Approval No. 2577-0157 (exp. 12/31/99)

**Comprehensive Improvement Assistance Program (CIAP)
Comprehensive Grant Program (CGP)**

Public reporting burden for this collection of information is estimated to average 2 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2577-0044 and 0157), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Do not send this form to the above address.

This collection of information requires that each Housing Authority (HA) submit information to enable HUD to initiate the fiscal closeout process. The information will be used by HUD to determine whether the modernization grant is ready to be audited and closed out. The information is essential for audit verification and fiscal close out. Responses to the collection are required by regulation. The information requested does not lend itself to confidentiality.

HA Name: The Housing Authority of the City of New Albany, Indiana	Modernization Project Number: IN36P01250106
---	---

The HA hereby certifies to the Department of Housing and Urban Development as follows:

1. That the total amount of Modernization Cost (herein called the "Actual Modernization Cost") of the Modernization Grant, is as shown below:

A. Original Funds Approved	\$	-
B. Funds Disbursed	\$	-
C. Funds Expended (Actual Modernization Cost)	\$	-
D. Amount to be Recaptured (A - C)	\$	-
E. Excess of Funds Disbursed (B - C)	\$	-

2. That all modernization work in connection with the Modernization Grant has been completed;

3. That the entire Actual Modernization Cost or liabilities therefore incurred by the HA have been fully paid;

4. That there are no undischarged mechanics', laborers', contractors', or material-men's liens against such modernization work on file in any public office where the same should be filed in order to be valid against such modernization work; and

5. That the time in which such liens could be filed has expired.

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

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

Signature of Executive Director & Date:

X

1/17/2007

For HUD Use Only

The Cost Certificate is approved for audit:

Approved for Audit (Director, Office of Public Housing / ONAP Administrator)

Date:

X

The audited costs agree with the costs shown above:

Verified: (Designated HUD Official)

Date:

X

Approved: (Director, Office of Public Housing / ONAP Administrator)

Date:

X

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Input Range						
Acct	Original	Revised	Obligated	Expended	Acct	Original
1406	245,700.00	0.00	0.00	0.00	1406	245,700.00
1408	27,000.00	0.00	0.00	0.00	ACCT	
1408	8,000.00	0.00	0.00	0.00	1408	165,000.00
1408	75,000.00	0.00	0.00	0.00	ACCT	
1430	56,000.00	0.00	0.00	0.00	1410	160,000.00
1410	160,000.00	0.00	0.00	0.00	ACCT	
1411	4,000.00	0.00	0.00	0.00	1411	4,000.00
1408	30,000.00	0.00	0.00	0.00	ACCT	
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0	0.00	0.00	0.00	0.00	ACCT	
1460	62,000.00	0.00	0.00	0.00	1430	56,000.00
#REF!	#REF!	0.00	0.00	0.00	ACCT	
1460	36,000.00	0.00	0.00	0.00	1440	0.00
#REF!	#REF!	0.00	0.00	0.00	ACCT	
0	0.00	0.00	0.00	0.00	1450	0.00
#REF!	#REF!	0.00	0.00	0.00	ACCT	
1460	492,297.00	0.00	0.00	0.00	1460	#####
#REF!	#REF!	0.00	0.00	0.00	ACCT	
0	0.00	0.00	0.00	0.00	1465	0.00
#REF!	#REF!	#REF!	0.00	0.00	ACCT	
1460	12,000.00	0.00	0.00	0.00	1470	0.00
1460	78,000.00	0.00	0.00	0.00	ACCT	
1460	40,000.00	0.00	0.00	0.00	1475	0.00
1460	128,000.00	0.00	0.00	0.00	ACCT	
0	0.00	0.00	0.00	0.00	1485	0.00
#REF!	#REF!	0.00	0.00	0.00	ACCT	
1460	16,000.00	0.00	0.00	0.00	1490	0.00
1460	25,000.00	0.00	0.00	0.00	ACCT	
1460	78,000.00	0.00	0.00	0.00	1492	0.00
#REF!	#REF!	0.00	0.00	0.00	ACCT	
0	0.00	0.00	0.00	0.00	1495	0.00
0	0.00	0.00	0.00	0.00	ACCT	
0	0.00	0.00	0.00	0.00	1499	0.00
#VALUE!	0.00	0.00	Federal FY o	0.00	ACCT	
#VALUE!	IN36P01250'	0.00	2006	0.00	1501	0.00
#VALUE!	0.00	0.00	0.00	0.00	ACCT	

#VALUE!	Total Estim	0.00	Total Actual (0.00	1502	0.00
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#VALUE!	Original	Revised	Funds	Funds		
0	0.00	0.00	Obligated	Expended		
1460	25,000.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
1460	15,000.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
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0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
1408	25,000.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
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0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
0	0.00	0.00	0.00	0.00		
#VALUE!	0.00	0.00	Federal FY o	0.00		
#VALUE!	IN36P01250	0.00	2006	0.00		
#VALUE!	0.00	0.00	0.00	0.00		
#VALUE!	Total Estim	0.00	Total Actual (0.00		
#VALUE!	0.00	0.00	0.00	0.00		
#VALUE!	Original	Revised	Funds	Funds		

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**New Albany Housing Authority
Income Analysis FY 08**

		Units 1025			Units 101			Units 328			Units 115		
Bedroom	Weight	BR	Agency	Weighted	BR	Beechwood	Weighted	BR	Parkview	Weighted	BR	Riverside	Weighted
0	0.7	17	4323	11.9	0		0	0	0	0	0	0	0
1	0.85	404	11053.22	343.4	28	9026	23.8	40	8270	34	0	0	0
2	1	336	6136	336	43	8038	43	139	4095	139	74	6176	74
3	1.25	208	7129	260	26	9561	32.5	109	6707	136.25	33	7324	41.25
4	1.4	60	10049	84	4	15453	5.6	40	9119	56	8	12448	11.2
				1035.3			104.9			365.25			126.45
Step 1													
Adjustment Factor				1.01			1.04			1.11			1.10
Average Income¹				8,475			8,998			6,085			6,942
Step 2													
Adjusted Average²				8,560			9,345			6,776			7,633
Established Income Range			85%	7,276			ok			low			ok
Weighted			115%	9,844									
Established Income Range			85%	7,204			ok			low			low
Non Weighted			115%	9,746									

Notes:

¹ Average income from Tenmast Software, November 5, 2006, updated December 5, 2006

² Adjusted income calculated per FR V65, No. 247, Decmeber 22, 2000 et. seq.

For the purposes of devising a deconcentration plan, the weighted averages were used.

**New Albany Housing Authority
FFY 2005-FFY2009
Strategic Plan**

This second five year plan builds on those strengths and weaknesses identified in the first five year plan. The first plan (Federal Fiscal Years 2000-2004) was ambitious, and perhaps overly ambitious. The four areas of focus were: People, Home, Neighborhood, and Community.

The ten main areas of the plan included:

1. Resident Empowerment
2. Support Services to People and Family Self-Sufficiency
3. Housing: New Construction and/or Renovation
4. Community "Quality of Life:" Improvements
5. Neighborhood Safety and Security
6. Economic Development
7. Positive Perception of NAHA
8. Organizational/Systems Improvement
9. NAHA's Work Culture
10. Mission-driven financial stability/growth

This Five Year Plan will concentrate on the following areas:

1. Resident Empowerment
2. Support Service to People and Family Self-Sufficiency
3. Housing: Renovation
4. Neighborhood Safety and Security
5. Positive Perception of NAHA
6. Organizational/Systems Improvement
7. Financial Stability/growth

Exclusion of any element is not intended to say that item is not important, but with the mandate to do more with less, NAHA must focus on core ideology and mission. Resources are to be channeled into those areas that support the mission of NAHA.

The Goals will be stated, with action plan for the Annual Plan. The action plans will be updated, continued, or replaced as required in subsequent years.

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: NAHA will apply in years 1-5 for available vouchers to the limit available measured by # of applications for vouchers.

Staff Responsibility: Finance Department and Section 8 Department

- Reduce public housing vacancies: NAHA will reduce vacancy average by 8 units each year for years 1-5.

Staff Responsibility: Occupancy Department and Maintenance Department

- Leverage private or other public funds to create additional housing opportunities:
NAHA will make one application per year for years 1-5 for additional private or public funds to create additional housing opportunities.

Staff Responsibility: Finance Department

- Other (list below)
Apply for project based vouchers to subsidize Valley View Court, a 40 unit market rate subdivision wholly owned and managed by NAHA.

Staff Responsibility: Finance Department and Section 8 Department

- PHA Goal: Improve the quality of assisted housing
Objectives:

- Improve public housing management: (PHAS score) 89
NAHA will improve PHAS score by one point per year for years 1-5.

Staff Responsibility: All Departments

- Improve voucher management: (SEMAP score) 100

Staff Responsibility: Section 8 Department and Finance

Department

- Increase customer satisfaction: Will concentrate efforts on improving lowest areas of satisfaction as ascertained by each year's RASS scores. Year 1: Increase satisfaction by 5% among single women with families between the ages of 18 and 40.

Staff Responsibility: All Departments

- Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)

1. Will improve the efficiency of occupancy department as a result of task based jobs during year one.

Staff Responsibility: Occupancy Department and Human Resources

2. Will improve lease up rates by 5% in each of years 1-5.

Staff Responsibility: Occupancy Department and Maintenance Department

3. Will increase housekeeping inspections by 10% in each of years 1-5.

Staff Responsibility: Occupancy Department

4. Will increase the number of applications entered into waiting list 2% in each of years 1-5.

Staff Responsibility: Occupancy Department

5. Will reduce tenant accounts receivable by 5% in each of years 1-5

Staff Responsibility: Occupancy Department and Finance Department

6. Will increase the number of certified maintenance staff by 10% in years 3,4, and 5.

Staff Responsibility: Maintenance Department and Human Resources

7. Will decrease average vacant unit turnaround average days by 2% in each of years 2-5.

Staff Responsibility: Occupancy Department and Maintenance Department

8. Will increase the MASS indicator score by 3 points by year 5.

Staff Responsibility: All Departments

9. Will complete project based accounting by September 30, 2005.

Staff Responsibility: Finance Department

10. Will improve the management of Valley View Court by decreasing annual vacancy months by 5% in each of years 1-5.

Staff Responsibility: Occupancy Department, Maintenance Department, and Finance Department

- Renovate or modernize public housing units:

1. Will complete energy performance contractor selection for renovation and energy conservation with energy and savings corporation (in process) during year 1.

Staff Responsibility: Finance Department

2. Will complete scope of work and initiate construction for performance contracting during year 2.

Staff Responsibility: Finance Department and Maintenance Department

3. Will complete 95% of construction by end of year 3.

Staff Responsibility: Finance Department and Maintenance Department

4. Will use cost savings for additional work by end of year 5.

Staff Responsibility: Finance Department and Maintenance Department

- Demolish or dispose of obsolete public housing:

Will review cost effectiveness of all development sites during year 5 as part of project based accounting. Will make decision about effectiveness of units.

Staff Responsibility: Finance Department, All staff

- Provide replacement vouchers:

As part of effectiveness review in year 5, if needed.

Staff Responsibility: Finance Department

- PHA Goal: Increase assisted housing choices

Objectives:

- Provide voucher mobility counseling:
Staff Responsibility: Section 8 Department
- Conduct outreach efforts to potential voucher landlords
Will participate in 2 fair housing events and have 1 landlord outreach *effort in years 1 through 5.*
Staff Responsibility: Section 8 Department
- Implement voucher homeownership program:
New homeownership plan is part of this plan. Will be initiated during year 1 of this plan.
Staff Responsibility: Section 8 Department
- Implement public housing or other homeownership programs:
 1. Have applied for Homeownership Counselor under ROSS grant program. Will initiate Homeownership program if funded.
Staff Responsibility: Finance Department and Section 8 Department
 2. Will continue to participate in the Homeownership Program of the City of New Albany for years 1 through 5.
Staff Responsibility: Section 8 Department

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:
Current analysis indicates deconcentration efforts not needed during Year 1. Will analyze need for deconcentration during years 2 through 5.
Staff Responsibility: Finance Department
 - Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
Current analysis indicates deconcentration efforts not needed during Year 1. Will analyze need for deconcentration during years 2 through 5.
Staff Responsibility: Finance Department
 - Implement public housing security improvements:
 1. Will increase remote surveillance activities in years 1 through 5.
Staff Responsibility: Safety and Security Department
 2. Will complete plan to have PHA security watch in year 1.
Staff Responsibility: Safety and Security Department

3. Will analyze results of PHA security vs. contract police patrols in year
Staff Responsibility: Safety and Security Department and Finance Department
 4. Will continue extra security efforts based on analysis of security patrol in year 2 during year 3.
Staff Responsibility: Safety and Security Department and Finance Department
 5. Will continue to implement effective screening for appropriate housing of applicants during years 1 through 5.
Staff Responsibility: Safety and Security Department and Occupancy Department
- Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
Staff Responsibility: Finance Department
- Other: (list below)
1. Will conduct feasibility study of converting units at high-rise elderly communities into assisted living units during year 2.
Staff Responsibility: Finance Department
 2. Will make decision regarding assisted living during year 3.
Staff Responsibility: All Staff
 3. If needed, will begin conversion process.
Staff Responsibility: All Departments
 4. Will complete process of updating intercom systems at all high-rise communities.
Staff Responsibility: Finance Department and Maintenance Department
 5. Will provide amenities to 5% of housing units each year during years 1 through 5.
Staff Responsibility: All Staff

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:
1. Will increase % of employed persons in assisted families by 2% in each of years 1 through 5.
Staff Responsibility: Family Self Sufficiency and Supportive Services
- Provide or attract supportive services to improve assistance recipients' employability:

Will seek out 1 additional supportive service in each of years 1 through 5.

Staff Responsibility: Family Self Sufficiency and Supportive Services

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

1. Will provide a community service brochure for each elderly/disabled person residing in public housing.

Staff Responsibility: Family Self Sufficiency and Supportive Services

2. Will seek 2 additional partnerships by year 5.

Staff Responsibility: Family Self Sufficiency and Supportive Services

3. Will apply for additional grant funding when available in years 1 through 5.

Staff Responsibility: Finance Department

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:

Will participate annually in Fair Housing Fair.

Staff Responsibility: All Staff

- 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:

1. Will market PHAs mobility-impaired, vision-impaired, and hearing-impaired units.

2. Will market to Hispanic community more aggressively since it is the fastest growing ethnic group in Southern Indiana.

Staff Responsibility: Human Resources and Communication, All Staff

3. Will continue to participate in ethnic and minority outreach symposia, fairs, consortia.

Staff Responsibility: All Staff

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

Have completed large number of ADA compliant units. Will conduct outreach efforts during years 1 through 5.

Staff Responsibility: All Departments

Other PHA Goals and Objectives: (list below)

To Improve the overall management strategies of New Albany Housing Authority.

- Improve the purchase order system
Staff Responsibility: Finance Department
- NAHA Review and improve communication technology systems within
Staff Responsibility: Finance Department
- Implement expanded payroll system
Staff Responsibility: Finance Department and Human Resources
- Transfer administrative functions to Central Administration Office
Staff Responsibility: All Departments
- ability to Improve the reporting function of all departments to increase the
track and analyze department functions
Staff Responsibility: All Departments
- Develop a safety program residents of NAHA
*Staff Responsibility: Safety and Security Department, Occupancy
Department, and Resident Initiatives Department*
- Develop a system of costing maintenance jobs
*Staff Responsibility: Finance Department and Maintenance
Department*
- Develop new personnel policies and procedures manual
Staff Responsibility: Human Resources
- Develop a procedures for systematic management and reporting for
all departments
Staff Responsibility: All Departments
- Increase accountability for all staff: Directors, Coordinators, Line
staff
Staff Responsibility: All Departments

To improve the overall positive perception of New Albany Housing Authority.

- Develop Community Outreach presentations that demonstrate the
functions of New Albany Housing Authority and each of its
departments
Staff Responsibility: All Departments
- Develop outreach articles and newsletters to present a picture of
NAHA as an agency striving to improve
*Staff Responsibility: Human Resources and Communications
Department*
- Develop a safety program residents of NAHA

Staff Responsibility: Maintenance Department and Human Resources and Communications Department

Develop an agency wide customer friendly attitude

Staff Responsibility: All Departments

Develop programs for special at-risk populations

Staff Responsibility: Family Self Sufficiency and Supportive Services Department

**STEPS
THE NEW ALBANY HOUSING AUTHORITY (NAHA)
HAS TAKEN AND IS TAKING
TO AFFIRMATIVELY FURTHER FAIR HOUSING**

December 14, 2006

A report, “Analysis of Impediments to Fair Housing Choice in the City of New Albany” (AI) was completed in February 1996. The report was funded through the City of New Albany Redevelopment Commission.

I. The report draws several conclusions about local “conditions that indicate there could be barriers to equal housing opportunity and movement to other areas of the community of protected classes” (AI Study; Section 2.5). These are:

- The concentration of low income and minority populations in the inner city.
- The concentration of substandard and deteriorating housing in the inner city.
- Inadequate public transportation to job centers.
- The excessive ‘burden’ of housing costs among low-income people.
- The lack of suitable small single-family or multi-family dwellings (i.e., one bedroom).
- The lack of ongoing multi-family development in the outer areas.

Based on the above, it can be concluded that people with low incomes, which include 75% of the minority population in New Albany, “have little choice but to live in the inner city, which is the area of the most substandard housing and other social concerns of the community.” The greatest concentrations of low-income households are referenced repeatedly by census tract and various socioeconomic data mappings in the AI Study. Notably, these areas of the City are represented in the Urban Enterprise Zone (designated as of January 2000).

The report incorporated interviews with “peer communities” regarding identified impediments to fair housing. The communities agreed that overt discrimination is no longer prevalent with regards to banks, real estate agencies and appraisers. However, it appears to these communities that only a small number of banks and real estate agencies are actively involved in promoting fair housing. Barriers identified by these communities included:

- The lack of affordable new housing.
- Substandard conditions of existing affordable housing.
- Zoning policies, building requirements and “not in my backyard” (NIMBY) attitudes.
- Lax enforcement of building codes; a lack of code enforcement has permitted a considerable amount of existing affordable housing stock to become substandard.

- Banks are not actively promoting fair housing; in some instances, Home Mortgage Disclosure Act (HMDA) data is not at acceptable levels.
- A lack of adequate marketing of available programs such as special loans designed for first-time homebuyers.

Overall, the report cited that affordable housing appears to be the most significant fair housing concern in the peer communities.

II. The AI describes the identified barriers to fair housing choice across three (3) areas:

1. The Public Sector: Zoning and Site Selection; the Linkage of Employment, Housing and Transportation; and Public Housing
2. The Private Sector: Housing Brokerage Services
3. Citizen Task Force

The Citizen Task Force discussed a variety of substantive issues relating to fair housing. Highlights include:

- The task force noted that there is discrimination in the rental and real estate market.
- There is demonstrated reluctance on the part of local financial institutions to promote their mortgage products in low-income areas.
- There is segregation in the public housing complexes locally.
- There is a significant problem with the lack of tenant consumer laws in Indiana.
- There are “absentee landlords” who have little incentive to maintain their property. They contribute to “revolving door” neighborhoods.
- More than anything else (to the task force), “fair housing” means having an option.

Based on all the data collection, which contributes to the AI and the inputs of peer communities and the Citizen Task Force, AI “recommendations” are presented:

1. Establish a viable regional fair housing advocacy organization.
2. Establish a viable regional tenants rights organization.
3. Encourage private lenders to recruit borrowers from protected classes.
4. Make Home Mortgage Disclosure Act (HMDA) data review an annual process and publicize results.
5. Encourage the Plan Commission and City Council to designate medium density multi-family housing in developing areas of the two-mile Fringe Area, particularly in proximity to existing and/or planned Industrial Parks.
6. Encourage developers to build affordable housing in the Two -mile Fringe Area.
7. Encourage transition of public housing into privately owned housing.

8. Attract medium-income investment in inner-city neighborhoods, without causing displacement of current residents or removal of affordable dwellings.
9. Encourage federal, state and local agencies to use the “Total housing Cost” as an indicator of eligibility for various housing assistance programs.
10. Encourage public and private utilities to market weatherization benefits in low and moderate-income neighborhoods.
11. Develop a strong local transportation resource or expand TARC (public transit) in the City and two-mile Fringe Area, e.g. to and from employment centers.
12. Encourage landlords to maintain rental housing in conformance with local housing codes and increase code enforcement activities.
13. Conduct Home Ownership Assistance Programs, informal housing fairs, and conduct informational classes in neighborhoods with protected classes.
14. Encourage Owner-Occupied Multi-Family Housing (OOMFH).

The City can “Affirmatively further Fair Housing” by:

1. Initiating implementation of all strategies possible, in order of prioritization by the Citizens’ Advisory committee and as adopted by the Redevelopment Commission, and as feasible under existing staffing and budgeting resources.
2. Monitor the status of the open fair housing complaint against the New Albany Housing Authority to determine if there are patterns that have fair housing implications (This complaint was resolved).
3. Continue efforts to re-establish the Fair Housing Center for South Central Indiana.
4. Review the Analysis of Impediments annually and update it to reflect existing conditions.
5. Conduct ongoing analysis of HMDA data (being conducted by the New Albany Redevelopment Commission). Compare the analysis with available data from other regional fair housing organizations to make an assessment of New Albany financial institutions relative to fair housing. The analysis should be updated annually and the assessment provided to the financial institutions.

III. Based on the summary of the AI report above, the Housing Authority of the City of New Albany (NAHA) is engaged in regular activities that seek to eliminate the impediments identified, to remedy discrimination and to promote fair housing rights and fair housing choice. They include:

1. Staff have been actively engaged in the founding, development and operation of a New Albany-Floyd County Community Housing Development Organization (CHDO) as a new, viable resource in building quality affordable housing locally.

- A) Its first major project has consisted of assisting New Directions Housing Corporation, a Louisville-based non-profit housing corporation, in financing a tax credit project to convert a historic, vacant hospital building, Providence Retirement Home, into 50+ affordable apartments. This development includes nine (9) apartments designated to serve persons with a disability.**
- B) The CHDO's first HOME funds award has recently been gained from the Indiana Housing Finance Authority to build/rehabilitate ten (10) homes in a scattered site manner, some of which will represent a first homebuyer opportunities for families.**
- C) The CHDO's third project is to develop an Affordable Housing Information Network, with a full, regularly updated, easy-to-access database on:**
- i. All accessible and affordable housing in our community.**
 - ii. All accessible and affordable capacity-building in our community.**

Funding has been gained via the Floyd County United Way for this network's formation.

- 2. Designing and implementing broadened and diverse landlord outreach activities with the goal of expanded housing opportunities for eligible households in areas throughout the city and county. This effort is enhanced by:**
 - New market-rate apartment developments in several outer and eastern areas of the city, and**
 - NAHA's hiring of a highly experienced Section 8 coordinator.**
 - NAHA's recent Section 8 Voucher awards, totaling 309 new Vouchers since April, 2000 (Ex: 200 new Vouchers for Persons with Disabilities/contract start date: November, 2000; 50 Family Unification Vouchers/contract start date: January, 2001.)**
- 3. NAHA has been building a service relationship with the Housing Partnership, Inc. (HP) to provide all phases of (HUD certified) home ownership counseling on or near Public Housing neighborhood sites, with a promotion emphasis, as well, to Section 8 tenants. Resources are being budgeted for "tenant scholarships" and for marketing and outreach activities to be delivered by HP with NAHA case management supports, as needed. The first on-site Homeownership Outreach Seminar is scheduled for January 27, 2001 at Beechwood Court. It is estimated that at least 25-30 families are at or near a readiness to proceed actively toward home ownership.**

4. **NAHA's Five Year Strategic Plan contains a general focus on both improving and transforming Public Housing developments, especially in light of the concentrations of low income families at Parkview and Broadmeade Terraces and the racial and economic segregation observed in the Vance and Crystal Courts area. NAHA, per its Plan, has been cultivating relationships with all the major development entities involved in the HOPE VI development (The Villages of Park DuValle) in Louisville, Kentucky to learn about major revitalization philosophy, planning, efforts and successes and the related scopes of work. Vance and Crystal Courts are the priorities for Master Planning work activity leading to transformation of those developments, via a HOPE VI or other funding strategy. Mixed-income approaches and a desegregation process are central components anticipated in a development transformation. NAHA is currently engaged in the Request for Qualifications (RFQ) process for Vance and Crystal Courts master planning. Master Planning is the first critical phase of such transformation work. NAHA plans to begin this work in calendar year 2001.**

NAHA's Strategic plan also contains objectives specific to increasing Section 8 Voucher capacity, with quality, i.e. expanded housing opportunities (and housing counseling) to meet ongoing community need. Voucher use will occur within the preferred context of a cooperative area-wide PHA Memorandum of Agreement regarding a) streamlining of the Vouchering process with families and b) portability. Moreover, the Plan contains expectations to increase/improve accessibility across its properties.

5. **NAHA staff has assisted with initial local exploration of a comprehensive rental inspection ordinance, inclusive of regular, active code enforcement. The exploration had included a committee involving members of the City Council, the Mayor's office and the CHDO. Effective ordinance models and operations in other communities have been reviewed, especially the city of Bloomington, Indiana via a site visit in June 1999. The Mayor's priorities include the establishing of such an ordinance, with emphasis on code enforcement relating to substandard housing. In July 2000, the City council agreed to pursue the drafting and designing of this ordinance. In January 2001, the City Council is at a "second reading" stage toward adopting the ordinance. NAHA has requested an exemption from the ordinance initially in light of its established annual inspection processes for each unit, as well as PHAS inspections and RASS surveying processes. Direct involvement in the ordinance will be explored in the coming year, after the ordinance is passed.**
6. **In mid-2000, dialogue has occurred between NAHA and the Louisville Tenants Association (LTA). Several ideas are being explored with their Executive Director, not only for NAHA directly, but the Southern Indiana area overall:
 - a). **Training for (NAHA) new resident organizations.**
 - b) **The development of a Southern Indiana tenants association and HUD-certified Fair****

Housing Center, given their thirty- (30) years of counseling and advocacy activity in Louisville.

LTA is at a critical juncture in its organizational life, with strategic planning underway and the desire to consider new possibilities.

Regional cooperation is gaining value and momentum generally such that LTA's emergence as a key, expert advocacy and rights force is realistic to explore. The city's Fair Housing Officer has been notified of this dialogue and will participate (lead) in future discussion and "movement".

- 7. NAHA staff are participating on a specific metropolitan advisory board of PNC Bank. This board is devoted to assisting PNC Bank in establishing an effective Community Development division, aiming to serve low-income persons both in Louisville and Southern Indiana. Every facet of this specific type of banking operation is being considered so that the "unbanked" are more likely to become valued banking customers with more opportunity to start businesses, to buy homes, etc. NAHA also has an abiding interest in seeing the emergence of a Community Development Financial Institution (CDFI) for the New Albany and Southern Indiana area.**
- 8. HACNA is in the process of issuing an RFQ for performance contracting services designed to increase the energy efficiency of apartment units. This work thus produces comprehensive weatherization benefits for low-income families served by NAHA.**
- 9. NAHA staff assisted in the founding, growth and continuing activities of the Southern Indiana Housing Initiative (SIHI), a 31-member "coalition" devoted to all aspects of affordable housing across eleven (11) counties. Its Continuum of Care document and consequent SUPERNOFA application were awarded HUD funds providing significant capacity building in the areas of emergency housing/shelter and transitional housing. SIHI is developing an Affordable Housing capacity-building directory, which will be linked to an area Affordable Housing Information Directory. Both directories will be a part of 2 emerging websites: SIHI (starting in 2001) and the New Albany-Floyd County Community Housing Development Organization (CHDO), recently up and running. In December 2000, SIHI was awarded \$50,000.00 in funds from the Indiana Housing Finance Authority to conduct a regional affordable housing needs assessment. SIHI is also beginning advocacy efforts for: a) systemic means of assuring affordable utilities for all low-income citizens (especially in light of significant utilities cost increases in late 2000), b) "Inclusionary Zoning" and c) decreasing NIMBY situations. Tenant Rights and Fair Housing are key parts of its Strategic Plan and monthly activities. SIHI is now three (3) years old.**

10. **Tenant Rights and Fair Housing issues will be a regular part of NAHA's resident newsletter format. The newsletter is being revamped for several reasons:**
 - a) **To increase its regularity**
 - b) **To better insure the full range of local opportunities are presented**
 - c) **To portray resident successes**
 - d) **To publish resident concerns and inputs**
 - e) **To allow NAHA a regular format through which to present policy and**
 - f) **To help facilitate the building of informed, invested and positively changing neighborhoods over time.**

11. **In June 2000, NAHA applied, in partnership with River Valley Resources, Inc. for a Category I Youthbuild grant from the U.S. Department of Housing and Urban Development. This grant aims to build two (2) new affordable homes in the New Albany area, one (1) of which will be designed for accessibility.**

12. **A NAHA director was appointed to the Metropolitan Housing Coalition (MHC) board as of May 2000. MHC is a non-profit corporation composed of 125 organizational members dedicated to all aspects of affordable housing. This advocacy group certainly incorporates Fair Housing issues as an abiding part of its agenda. Participation on its board will only serve to further Fair Housing concerns locally, given MHC's technical assistance and well-honed advocacy expertise. Currently, MHC is advocating for long-term solutions for:**
 - a) **affordable utilities (especially in light of major increases in gas utilities) and**
 - b) **equitable distribution of affordable housing throughout communities (especially in light of the clustering and segregating effects of subsidized housing in the metropolitan area.**

13. **NAHA has formally requested that the City's Redevelopment Commission consider a Community Development Block Grant fund allocation in the coming year for the purpose of helping to catalyze accessible housing capacity building generally in the New Albany community. The City of New Albany and its Redevelopment Department have consented informally to this concept. A meeting with the Redevelopment Director is scheduled for mid-January, 2001 for this specific purpose. As well, a network of local disability organizations will work together to secure various monetary and in-kind funds to help increase the number and quality of accessible housing units locally. This increase in capacity will be designed equitably so that landlords share in the financial responsibility of this capacity-building.**

14. **NAHA has recently gained 200 Housing Vouchers for Persons with a Disability and 50 Housing Vouchers for Family Unification uses, in conjunction with the Floyd County Office of Families and Children. The Vouchers for Persons with a Disability include a commitment to house Section 8 Voucher familie**

covered by a Medicaid Waiver under Section 1915c of the Social Security Act. NAHA has also agreed to:

- Provide information and referral/access to supportive services.
- Identifying public and private funding sources to assist participants with disabilities in covering the costs of structural alterations and other accessibility features.
- Always offering persons, who qualify under this Voucher program, other housing opportunities, or not otherwise restricting access to NAHA programs to eligible participants who choose to not participate.
- Providing Section 8 housing search assistance across more areas of the community.
- Providing higher rent to owners necessary for the provision of accessible units and structural modifications.
- Providing technical assistance to owners for making reasonable accommodations or making units accessible.

15. NAHA had a Fair Housing Training session with the City of New Albany's Fair Housing Officer, in early December 2000.

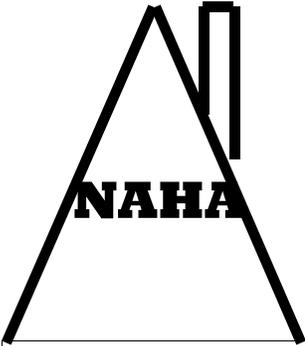
16. NAHA intends to examine its Fair Housing practices formally in Fiscal Year 2002.

17. NAHA will develop and implement a Deconcentration Policy, per Directive No. FR 4420-F-10.

18. NAHA will be cultivating regular contact with the Southern Indiana Homebuilders Association to encourage new, quality and much-needed Affordable housing development. For example, single and multi-family development in the outer/fringe areas of New Albany can be explored, particularly as it relates to the City's current Comprehensive Plan, current Consolidated Plan and the A. I. Study (1996). NAHA's efforts will occur as part of the NA-FC CHDO's and SIHI's Affordable Housing advocacy efforts. The Association has shown increasing interest, during the year 2000, in the Affordable Housing development market

The Housing Authority of the City of New Albany understands and abides by its duty to carry out specific activities cited in the AI and in accord with other related community planning venues, such as:

- The City's Comprehensive Plan
- The City's Consolidated Plan
- The Community Capacity Plan for Individuals with a Disability completed in June 2000 by the Floyd county STEP AHEAD Council
- The Study of Housing Needs of People with Disabilities (1995) to affirmatively further Fair Housing.



Family Self-Sufficiency Program
Action Plan
For Residents of Public Housing
and Section 8 Voucher Tenants

**Family Support Services
Center**

THE HOUSING AUTHORITY OF THE CITY OF NEW ALBANY, INDIANA
P.O. BOX 11
NEW ALBANY, INDIANA 47151-0011

January, 2001
Revised January, 2004
Revised January, 2005
Revised January, 2006

Submitted for HUD approval by:
Bob Lane, Executive Director,
The Housing Authority of the City of New Albany

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GENERAL

The Housing Authority of the City of New Albany has submitted this update to our Action Plan in accordance with 24 CFR Part 950. It has been developed with the Chief Operating Officer of our local government and the Program Coordinating Committee.

Initial submission was in January of 2001. An update was submitted January 2004 and January 2005. This revision is for January 2006 to reflect policy changes.

The Housing Authority of the City of New Albany Family Self-Sufficiency Program represents a community based approach to the organization and delivery of locally available services. The goal is to help eligible families become economically independent and self-sufficient. The program is designed to identify the needs of participating families, and to deliver a comprehensive coordinated set of services that are individually focused to facilitate self-sufficiency.

The NAHA FSS Program is structured upon the following principles:

- Local communities have the capacity for identifying and developing effective solutions to community problems.
- Public and private resources can be made more effective through a coordinated approach to service delivery.
- The self-sufficiency goal requires a package of services that are tailored to local circumstances and individual needs.
- Leadership and communication.

This Action Plan represents in procedure the principals that form the basis for our program. It provides a guide to the key policies and administrative issues involved in the implementation of FSS. We will continue to assure that this document accurately reflects current policies and procedures and will be responsible for implementation and maintenance of this plan.

FAMILY DEMOGRAPHICS

The Housing Authority of the City of New Albany is responsible for 1,085 units in Public Housing and approximately 427 Section 8 Vouchers. In Public Housing, twenty seven percent (27%) of the households are African American, one and a half percent (1.5%) are of Hispanic origin, point one percent are American Indian (.1%), point four percent (.4%) are Asian / Pacific Islander, and seventy two percent (72%) Caucasian. Eighty percent of all households are headed by females. The total number of people is 2,106. The oldest resident is 97 and 103 or 5% are from the age of 0 to 1 year. Average monthly income is approximately \$594.81. Most income comes from social security, SSI, and TANF. Average household size is two. In Section 8, fifteen percent (15%) of the families are African American, eighty four percent (84%) are Caucasian, point 2% are American Indian, and point two percent (.2%) are Other, point nine percent (.9%) are of Hispanic origin. Within these groups, the majority of participants are female heads of household, seventy eight percent, (78%). The estimated average household size is two. There are 999 household members in section 8. Supportive Service Needs include: transportation, child care, education, vocational training, asset development, job readiness training, job search and placement, job retention tracking, intensive case management, health services, homeownership counseling, and life skills training.

ESTIMATE OF PARTICIPATING FAMILIES

At any given time, approximately 376 households in public housing and 221 households in section eight are in need of our services. We expect that the continued outreach response to the program will be favorable and that more than 199 families will express an interest. It is anticipated that seventy five (75%) percent of them will sign a Contract of Participation and receive a coordinated set of supportive services needed to facilitate their effort to achieve and maintain economic self-sufficiency.

FSS FAMILY SELECTION PROCEDURES

Both Section 8 and Public Housing families are eligible for voluntary participation in the Family Self-Sufficiency Program. They must be a current resident and Head of Household except when a waiver is granted if the head of household is disabled and another adult in the household wishes to participate in the program. Participants must agree to seek and maintain suitable employment. Participation in the program is on a first come, first serve basis. NAHA will make reasonable accommodation for participants with disabilities. Public housing and Section 8 families who do not wish to participate in the FSS Program will not lose their housing assistance because of their decision. The Housing Authority of the City of New Albany exercises a non-discriminatory policy, in compliance with the rules and regulations governing the Fair Housing Act. NAHA shall not deny any family the opportunity to participate in the FSS program on the basis of race, color, sex, religion, creed, national or ethnic origin, age family or marital status, physical disability, disability or sexual orientation.

INCENTIVES TO ENCOURAGE PARTICIPATION AND OUTREACH EFFORTS

In order to notify and recruit participants from among eligible families, our Family Support Specialists put together Welcome Bags which they distribute to each and every new public housing or section 8 household. The bags include brochures to explain the Value Program (community service), Resident organization information for each site, the Impact Program and finally the Family Self-Sufficiency Program. They also have gifts for the new household like light bulbs, toilet paper, shampoo, cleaning products, and personal items for family members. The Housing Authority of the City of New Albany offers Escrow Accounts to encourage client participation in the FSS pro-

gram in accordance with the requirements set forth in Section 950.3025. We have also developed some in-house incentives. Some of those include a computer lab for them to use for education, looking up personal issues that could be causes of challenges in their lives such as parenting issues, and for job searches and career preparation. We offer a computer “give-a-way” monthly for those working on computer technology courses on-line. We have a “Dress for Success” Program for those all important interview suits. They receive a full outfit for free including accessories and shoes. We offer job readiness training and personal job placement services. We have guest speakers, counseling available on-site, parenting programs, intensive case management, we use brag boards to promote pride in participant accomplishments as well as publish success stories in our monthly board reports, participants are often invited to participate in activities such as small business workshops that relate specifically to their individualized plan, and more. Anytime special outreach functions are held, the entire population of public housing and section 8 are mailed or given flyers in their doors. All of these efforts together assure that both minority and non minority groups are informed.

CERTIFICATION OF COORDINATION

The Housing Authority of the City of New Albany’s Family Self-Sufficiency Program has developed services and activities that have been coordinated with Work One, the Southern Seven Workforce Investment Board, the Division of Family Resources’ Impact Program, River Valley Resources child care program, Transit Authority of River City for transportation, local colleges and training sources for job training and educational efforts, and others to assure that implementation will continue to be coordinated to avoid duplication of services and activities.

ACTIVITIES AND SUPPORT SERVICES IDENTIFIED AND PROVIDED

The following pages describe only a sample of our current supportive services. We used a variety of ways to identify and deliver support services according to the needs of the FSS families. We started with survey instruments and then used our applications for services and our daily intake logs to identify what services the residents need. We also attend Resident Organization meetings and use publications on best practices in other areas of the country.

In addition to those services, we offer a wealth of resources through referrals and partnerships with other local organizations. We have approximately 90 agencies with whom we work and are listed as partners. Floyd County is unique in the wealth of resources available. We operate by tailoring our services for the client with a holistic plan developed with them to provide services uniquely for them. The following are examples of services and or referrals for services we do not provide directly:

- Dress for Success
- Job Readiness skills and resume prep for those who are not Impact mandatory
- On-site domestic violence counseling
- On-site homeownership counseling
- On-site nutritional counseling
- Smoking Cessation guidance, information and referrals
- CS3 Work One Access Center designation and access with a counselor on-site
- Special Trainings by group for office skills through Metro United Way and Ivy Tech

Program Name: Public Housing Family Self-Sufficiency Program
Description: A program designed to promote economic self-sufficiency among participating families by providing job training programs, basic skills training, financial and household management, life skills, apprenticeship programs, on the job training, employment counseling, computer training, work placement, education programs, child care referrals, medical referrals, substance abuse referrals, mental health referrals, and other services to promote self-sufficiency.
Estimated Size: Currently 59 Participants
Allocation Method: Voluntary Program by Application
Access: Family Support Services Center
P.O. Box 11
New Albany, Indiana 47151-0011
(812) 206-2047
Fax (812) 948-4809 or (812) 206-4549
smclendon@nahain.com
Eligibility: Current residents of New Albany Housing Authority

Program Name: Section 8 Family Self-Sufficiency Program
Description: A program designed to promote economic self-sufficiency among participating families by providing job training programs, basic skills training, financial and household management, life skills, apprenticeship programs, on the job training, employment counseling, computer training, work placement, education programs, child care referrals, medical referrals, substance abuse referrals, mental health referrals, and other services to promote self-sufficiency.
Estimated Size: Currently 24 Participants
Allocation Method: Voluntary Program by Application
Access: Family Support Services Center
P.O. Box 11
New Albany, Indiana 47151-0011
(812) 206-2047
Fax (812) 948-4809 or (812) 206-4549
smclendon@nahain.com
Eligibility: Current residents in the Section 8 Program of the New Albany Housing Authority

Program Name: Resident Opportunities Self-Sufficiency – Elderly and Disabled

Description: A program designed to deliver needed resources to elderly and disabled families to help them remain independent and self-sufficient

Estimated Size: Average assisting 7 people per day of the year

Allocation Method: Voluntary Program by Application

Access: Ms. Cherry Kannapel, ROSS Program Coordinator
P.O. Box 11
New Albany, Indiana 47151-0011
(812) 206-2051
Fax (812) 948-4809 or (812) 206-4571
ckannapel@nahain.com

Eligibility: Current residents of New Albany Housing Authority

Services Offered: Job Readiness Training Program—Impact

Description: Preparation for the world of work through assessments, classroom activities, Learning Lab activities, and videos.

Estimated Size: Estimate 200 during contract year

Allocation Method: Referred by the Family Case Coordinators of the Floyd County Division of Families and Children

Access: Family Support Services Center
Work Once Access Center
Employment Consultant
209 Erni Avenue
New Albany, Indiana 47150
(812) 206-2050
Fax (812) 948-4809 or (812) 206-4570
smclendon@nahain.com

Eligibility: Current residents of New Albany Housing Authority and current participants in New Albany Housing Authority's Section 8 program who are referred by their Family Case Coordinator as well as some low income non-housing families from Floyd County

Services Offered: Resident Initiatives

Description: Services offered to residents for community leadership in resident organizations and management of those organizations as well as services for resident education and vocation

Estimated Size: Currently 92 Participants

Allocation Method: Voluntary Program by Application

Access: Resident Manager of each Public Housing Site or Family Support Services Center
P.O. Box 11
New Albany, Indiana 47151-0011
(812) 206-2047
Fax (812) 948-4809 or (812) 206-2047
smclendon@nahain.com

Eligibility: Current residents of New Albany Housing Authority

Services Offered: ROSS Grant for Youth and Homeownership

Description: Youth Services Program for youth between the ages of 0 and 19 to promote education, culture, arts, asset development, physical education and sports and vocation, economic self-sufficiency and asset development for our future workforce and homeownership activities for public housing residents.

Estimated Size: Estimate 350 participants for the contract year

Allocation Method: Voluntary Program by Participation

Access: Family Support Services Center
P.O. Box 11
New Albany, Indiana 47151-0011
(812) 206-2047
Fax (812) 948-4809 or (812) 206-4549
smclendon@nahain.com

Eligibility: Current residents of New Albany Public Housing and Section 8

Services Offered: Basic Education Skills Training

Description: Computer programs that are designed to assist in development of job skills needed and wanted by today's employers which assist individuals in raising their abilities in Math, Language, Reading, etc. Key Train program.

Estimated Size: Currently 300 per year

Allocation Method: Voluntary Program by Participation

Access: Family Support Services Center
P.O. Box 11
New Albany, Indiana 47151-0011
(812) 206-2047
Fax (812) 948-4809 or (812) 206-4549
smclendon@nahain.com

Eligibility: Current residents of New Albany/Floyd County

Services Offered: Life Skills

Description: Resources offered in the computer lab and our audio / visual library to assist clients in many topics such as money management, parenting, healthy relationships, career development, job preparation, etc...

Estimated Size: Open Enrollment

Allocation Method: Voluntary

Access: Family Support Services Center
P.O. Box 11
New Albany, Indiana 47151-0011
(812) 206-2047
Fax (812) 948-4809 or (812) 206-4549
smclendon@nahain.com

Eligibility: Current residents of New Albany Housing Authority and NAHA's Section 8 participants

Services Offered: Homeownership Counseling Programs

Description: Programs developed with The Housing Partnership Inc., the local CHODO, and others who support our efforts such as realtors and banks.

Estimated Size: Open

Allocation Method: Voluntary

Access: Family Support Services Center
P.O. Box 11
New Albany, Indiana 47151-0011
(812) 206-2047
Fax (812) 948-4809 or (812) 206-4549
smclendon@nahain.com

Eligibility: Current participants of New Albany Housing Authority's public housing and Section 8 Programs

Services Offered: On-Line Diploma Program

Description: A Program designed to allow participants to access a diploma program from our public housing site. Developed in partnership with New Albany / Floyd County Consolidated School Corporation and the Continuing Education Center. Allows current high school students to earn extra credits towards a diploma or for drop outs to earn their diploma.

Estimated Size: Open

Allocation Method: Voluntary

Access: Family Support Services Center
215 Erni Avenue
New Albany, Indiana 47150
(812) 945-6653, extension 218
Fax (812) 948-4809
smclendon@nahain.com

Eligibility: Current residents of New Albany

Services Offered: GED Program

Description: A Program designed in partnership with New Albany / Floyd County School Corporation at their Continuing Education Center

Estimated Size: Open Enrollment

Allocation Method: Referred by client goals

Access: Family Support Services Center
P.O. Box 11
New Albany, Indiana 47151-0011
(812) 206-2047
Fax (812) 948-4809 or (812) 206-4549
smclendon@nahain.com

Eligibility: Current residents of New Albany

Services Offered: Choices

Description: A Program designed in partnership with the Southern Seven Workforce Investment Board to do assessments for client's to assist them in making decisions about jobs and career goals for case planning.

Estimated Size: Open

Allocation Method: Voluntary

Access: Family Support Services Center
P.O. Box 11
New Albany, Indiana 47151-0011
(812) 206-2047
Fax (812) 948-4809 or (812) 206-4549
smclendon@nahain.com

Eligibility: Current residents of New Albany

POLICIES AND PROCEDURES FOR OPERATION OF THE LOCAL FSS PROGRAM

SELECTION POLICIES:

- Families living in NAHA public housing or using section 8 vouchers administered by NAHA are eligible for voluntary participation in the FSS program. They must be a current resident of NAHA public housing and head of household or; a current section 8 family with a NAHA voucher and head of household.
- Participants must agree to seek and maintain suitable employment.
- Participation in the program will be determined on a first-come, first-serve basis.
- NAHA will make reasonable accommodation for participants with disabilities.
- Note that current public housing and/or section 8 residents who do not wish to participate in the FSS program will not lose their housing assistance because of their decision.

NON-DISCRIMINATION POLICIES:

- NAHA exercises a non-discrimination policy, in compliance with the rules and regulations governing the Fair Housing Act. NAHA shall not deny any family the opportunity to participate in the FSS program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status, physical ability, disability or sexual orientation.

DENIAL OF PARTICIPATION:

- NAHA may deny a family participation in the FSS program if they previously participated in the FSS program and did not meet their obligations and were terminated.
- NAHA may deny participation in the program if the applicant owes NAHA or another PHA money in connection with Section 8 or public housing assistance.

TERMINATION FROM THE FSS PROGRAM:

- NAHA may terminate a FSS contract for non-compliance with the contract.
- The FSS contract is automatically terminated if the section 8 assistance is terminated.
- The contract may also be terminated for the following reasons:
 - Mutual consent
 - Failure of family to meet contract obligations without good cause
 - Family withdrawal from the FSS program
 - Other act(s) deemed inconsistent with the purpose of the FSS program
 - Operation of law or failure of the family to remain in good standing by way of lease violation or by violation of NAHA One Strike policy.

TERMINATION OF SERVICES:

If NAHA decides to terminate the FSS supportive services, the FSS contract, or section 8 assistance because the family failed to comply with its FSS contract, NAHA will offer the family the opportunity for an informal hearing.

In public housing, the family is entitled to present a grievance in accordance with NAHA's existing grievance procedures.

NAHA may terminate section 8 assistance as a consequence of not completing the obligations of the FSS Contract. The family may continue to receive Section 8 assistance after termination of participation in the section 8 FSS program. NAHA will review the circumstances of the noncompliance to determine the appropriate remedy.

If a family drops out of the FSS program or if the contract expires and NAHA does not terminate assistance, the family will continue to receive section 8 assistance.

Any FSS participant who commits fraud is an automatic FSS Program termination.

NAHA does not evict public housing residents if they do not meet their FSS obligations.

SUPPORTIVE SERVICES:

NAHA may withhold support services for any participant who is in noncompliance with their contract. NAHA will review the circumstances of the noncompliance to determine the appropriate remedy.

Former FSS families who have completed their contracts, still receiving housing assistance and whose head is employed, may be offered FSS supportive services to help continue toward self-sufficiency for up to one year.

HEARING PROCEDURES FOR FSS FAMILIES:

NAHA hearing procedures are contained in the Administrative Plan. All families terminated from the program will be afforded an opportunity to request an informal hearing for a determination of the appropriateness of the termination or withholding of supportive services placed on a participant family.

ASSURANCES OF NONINTERFERENCE WITH RIGHTS OF NONPARTICIPATING FAMILIES

The Housing Authority of the City of New Albany assures that a family's election not to participate in the FSS program will not affect the family's admission to housing or the family's right to occupancy in accordance with its lease.

ESCROW POLICIES:

FSS families pay rent in accordance with their incomes. NAHA will deposit all escrowed funds into a depository account located at Obelisk Federal Credit Union. The monthly amount deposited is determined by increases in earned income. If the rent is paid late, the family will not receive a deposit for that month. *(If family rent becomes less than at enrollment, there is no escrow credit)*

NAHA will report annually to each FSS family with an escrow account:

- The balance at the beginning of the report period
- All deposits made during the report period
- Any deductions made from the account during the reporting period
- The amount of interest earned on the account during the year
- The total in the account at the end of the reporting period.

Interim Disbursements will be at the sole discretion of NAHA. Interim withdrawals will be allowed if the family has fulfilled some of their interim contract goals, is working towards self-sufficiency and needs a portion of the FSS account funds for purposes consistent with the Contract such as:

- School tuition or other school costs, job training expenses, business start-up expenses, car or car repair when public transportation is unavailable or inaccessible to the family, or credit clean-up, fees for a home loan, etc.

Participants will not be allowed to draw more than 50% of their total escrow account and can only withdraw one time per NAHA fiscal year which runs from April 1 of one year to March 31 of the next year.

To receive the entire balance earned in the FSS escrow account, the family must have completed all obligations set forth in the Contract of Participation. Completion occurs when the family has fulfilled goals in the Individual Training and Services Plan and has remained free of welfare assistance, excluding housing assistance, for 12 months prior to the expiration date of the contract, or if 30% of their monthly adjusted income equals or exceeds the fair market rent/payment standard for the voucher size of the family.

The Family Support Services Director will determine fulfillment of goals.

Families will receive their escrow money within forty-five days of the completion of the contract.

There will be a one-year waiting period for families that have received their escrow account and want to reapply.

Amounts in the FSS account will be forfeited if:

- The Contract of Participation is terminated or declared null and void, or
- The Contract of Participation is completed but the family is receiving welfare cash assistance when the contract expires, including extensions. If families have not paid their portion of rent to the Housing Authority or the Section 8 homeowner.

- If the head of household dies and the remaining family members choose not to participate in the program, or
- If the head of household leaves the family unit and the remaining family members choose not to participate in the program, or
- If the family does not comply with the terms of the lease agreement.

Section 8 FSS Escrow Accounts and Portability

- Clients wishing to exercise portability rights will be handled in accordance with the Section 8 Administrative Plan.
- If a Section 8 participant who has an escrow account relocates, there will be only one escrow account. The housing authority that is responsible to pay their housing assistance will maintain the escrow account .

Procedure for Requesting an Interim Disbursement:

- The participant must complete and sign the Request for Interim Disbursement Form;
- Complete a Federal 1099 Form Information and provide a copy of their driver's license and social security card;
- Provide supporting documentation such as estimates, receipts, letter from credit counselors, lending institutions, etc. to justify the request as a need in order to complete the FSS goals.

Clients are required to report any changes in their income within 10 days. Failure to report an increase in income constitutes fraud and may lead to termination from the FSS program and/or the Section 8 rental assistance program.

If clients owe money to the housing authority or to the Section 8 program or to the Section 8 landlord upon completion of the program, the amount will be subtracted from their escrow account upon withdrawal.

**New Albany Housing Authority
Housing Choice Voucher Homeownership Option**

The New Albany Housing Authority (NAHA) hereby establishes a Section 8 tenant-based homeownership option in New Albany pursuant to the U.S. Department of Housing and Urban Development's (HUD) final rule dated October 12, 2000 and by Section 555 of the Quality Housing and Work Responsibility Act of 1998 under Section 8(y) Homeownership Option.

Participant Qualifications

To be eligible for homeownership assistance, the family must satisfy all of the following initial requirements at the commencement of homeownership assistance:

- A) A family assisted under the homeownership option must be a qualified existing participant who has been receiving housing assistance from the New Albany Housing Authority for a minimum of one year.
 - 1. The family must have successfully complied with all rental program requirements and lease requirements for a minimum of one-year prior to application for the homeownership program.
 - 2. Program participants shall be ineligible for the homeownership program if any debt remains owing to the New Albany Housing Authority or any other housing authority.

- B) First-time homeowner requirements. At commencement of homeownership assistance for the family, the family must be any of the following:
 - 1. A family of which no member owned any present ownership interest in a residence of any family member during the three years before commencement of homeownership assistance for the family. The term first-time homeowner includes a single parent or displaced homemaker who, while married owned a home with his or her spouse, or resided in a home owned by his or her spouse.
 - 2. A cooperative member, defined as a family of which one or more members owns membership shares in a cooperative (housing owned by a corporation or association, where a member has the right to reside in a particular unit, and to participate in management of the housing).
 - 3. A family of which a family member is a person with disabilities, and use of the homeownership option is need as a reasonable accommodation so that the program is readily accessible to and usable by such person.

C) Minimum Income Requirements:

1. At commencement of homeownership assistance the family must demonstrate that the annual gross income, as determined by the New Albany Housing Authority in accordance with 24 CFR 5.609, of the adult family members who will own the home when homeownership assistance begins is not less than the Federal minimum hourly wage multiplied by 2000 hours.
 - a. In the case of disabled families, the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone multiplied by twelve.
2. Except in the case of an elderly or disabled family, the New Albany Housing Authority will not count any welfare assistance received by the family in determining annual income under this section.
 - a. Welfare assistance is defined as welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, Federal, State or local governments.
 - b. The disregard of welfare assistance income only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance, but does not affect:
 - i. The determination of income-eligibility for admission to the voucher program;
 - ii. Calculation of the amount of the family's total tenant payment (gross family contribution);
 - iii. Calculation of the amount of homeownership assistance payments on behalf of the family.
 - c. In case of an elderly or disabled family, the New Albany Housing Authority will count welfare assistance in determining annual income.

D) Employment Requirement:

1. The family must demonstrate that one or more adult family member who will own the home at commencement of homeownership assistance:

- a. Is currently employed on a full-time basis, defined as not less than an average of 30 hours per week; and
 - b. Has been continuously employed for one year prior to commencement of homeownership assistance for the family.
 - i. Successive employment during the year may be counted.
 - ii. Self-employment in a business may be counted.
 - c. This employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family, other than an elderly family or a disabled family, includes a person with disabilities, the New Albany Housing Authority will grant an exception from the employment requirement if the New Albany Housing Authority determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by person with disabilities.
- E) Homeownership assistance will not be provided for a family that includes an individual who was an adult member of a family at the time when such family received homeownership assistance and defaulted on a mortgage securing debt incurred to purchase the home.

Application Procedure for Homeownership Option

To apply for a homeownership voucher, the family must complete a Homeownership Option Application. Section 8 staff will review the homeownership application to determine initial eligibility. Information provided in the application must be verified according to the verification procedures outlined in Chapter 3 of this Administrative Plan. The applicant will be notified in writing when a determination of initial eligibility is made. If the family is determined to be eligible, an appointment will be scheduled with Section 8 staff to review the information provided in the application and determine final eligibility.

Upon determination of final eligibility, the appropriate Section 8 staff will refer the family for a homebuyer readiness assessment.

Prior to purchase of a home, the family must complete a homebuyer readiness assessment and a comprehensive homeownership education program including classroom or workshop training and individual counseling.

Time Frame for Utilization

An applicant will have a maximum of 90 days from the date of issuance of a voucher to find a home and enter into a Purchase Agreement.

If an applicant is unable to enter into a Purchase Agreement before the end of the 90-day deadline, the applicant will be provided an additional 90 days to either enter into a Purchase Agreement or to utilize the voucher in a rental situation.

During this housing search time, the New Albany Housing Authority will continue rental housing choice voucher assistance according to the regulations governing its rental vouchers.

Portability and Moves with Continued Assistance

Families that are determined eligible for homeownership assistance may exercise the homeownership option outside of the New Albany Housing Authority's jurisdiction if the receiving public housing authority is administering a Section 8 homeownership program and is accepting new families into its Section 8 homeownership program. All other portability procedures as described in Chapter 8 of this Administrative Plan apply to the homeownership option, except those referring to lease or tenancy.

If the family ports in and the New Albany Housing Authority is the receiving PHA then the family must attend the briefing and counseling sessions required by the New Albany Housing Authority. The New Albany Housing Authority will determine whether the financing for, and the physical condition of the unit are acceptable. The New Albany Housing Authority will promptly notify the initial PHA if the family has purchased an eligible unit, or if the family is unable to purchase a home within the maximum time established.

A family receiving homeownership assistance may move to a new unit with either voucher rental assistance or voucher homeownership assistance. The New Albany Housing Authority will not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home.

The New Albany Housing Authority prohibits more than one move by the family in a one-year period for those assisted under homeownership option.

Eligible Units

The New Albany Housing Authority will determine that the unit satisfies all of the following requirements:

- A) In order to be eligible for assistance, the unit cannot be:
 1. A public housing or Indian housing unit;
 2. A unit receiving project-based assistance;
 3. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services;
 4. College or other school dormitories;

5. Units on the grounds of penal, reformatory, medical, mental, and similar or private institutions;
 6. Homeownership will not be provided for the purchase of a home where the family will not own fee title to the real property on which the home is located, but only if:
 - a. The home is located on a permanent foundation; and
 - b. The family has the right to occupy the home site for at least forty years.
- B) The unit is either under construction or already existing at the time the family enters into the contract of sale.
- C) The unit is either a one-unit property or a single dwelling unit in a cooperative or condominium.

Contract for Sale, Inspection, Disapproval of an Owner

- A) Participants in the homeownership program must initially complete a purchase agreement with the owner of the property to be purchased. The purchase agreement must contain the following:
1. Specify the price and other terms of sale by the seller to the purchaser:
 2. The purchase agreement must contain the following seller certification: "The seller certifies that they are not debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24."
 3. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.
 4. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.
 5. Provide that the purchaser is not obligated to pay for any necessary repairs.
- B) The New Albany Housing Authority must inspect the unit and determine that the unit passes HQS.
- C) The unit must be inspected by an independent professional inspector selected by and paid for by the family. This inspection will only occur after the HQS inspection has passed.
1. An American Society of Home Inspectors (ASHI) or a NAHI regular member must conduct the independent inspection. The independent inspection must cover major building systems and components, including

foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems.

2. The New Albany Housing Authority will not require the family to use an inspector selected by the New Albany Housing Authority. The independent inspector may not be a New Albany Housing Authority employee or contractor.
 3. The inspector must provide a copy of the inspection report to both the family and the New Albany Housing Authority. Homeownership assistance will not begin until the New Albany Housing Authority has reviewed the report. The New Albany Housing Authority retains the right to disqualify the unit for inclusion in the homeownership program based on either the HQS inspection of the professional inspection report.
- D) The seller has not been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

Financing and other related information

Mortgage instruments must meet at least one of the following criteria:

- A) The family is solely responsible for obtaining financing. All loans must meet FHA mortgage insurance credit underwriting requirements. The New Albany Housing Authority will review lender qualifications, loan terms, or other debt to determine that the debt is affordable.
- B) The New Albany Housing Authority establishes a minimum homeowner down payment requirement of at least three percent of the purchase price for a participant in its Section 8 homeownership program, and requires that at least two percent (2%) of the purchase price come from the family's personal resources.
- C) There is no prohibition against using local or State Community Development Block Grant (CDBG) or other subsidized financing in conjunction with the homeownership program.
- D) The New Albany Housing Authority prohibits:
 1. Owner financing;
 2. Balloon payment mortgages.
- E) Voucher payments are not guaranteed. Payment may be terminated because of insufficient funds from HUD to continue the program. Voucher payments may also be terminated for failure to meet New Albany Housing Authority and HUD regulations.

- F) The New Albany Housing Authority will file a lien against the property as part of the closing. The New Albany Housing Authority is required to recapture a portion of the subsidy given to the family for homeownership from any cash proceeds resulting from a refinancing or sale of the home within the first ten years of ownership.
- G) The New Albany Housing Authority will file the necessary documentation to require loan servicers of these loans to inform the New Albany Housing Authority of any late payments and missed payments as soon as they occur. Lenders are also required to inform the New Albany Housing Authority of any changes in servicing institutions or purchase of loan by another institution.
- H) Families must obtain specific approval for the use of a voucher for a mortgage payment based on documents submitted:
1. Copy of signed purchase agreement;
 2. Copy of good faith estimate from first mortgage lender;
 3. Copy of HUD universal mortgage loan application from first mortgage lender;
 4. Copy of independent inspection report;
 5. Copy of required home inspections and verification that any deficiencies found in the home have been noted and arrangements negotiated to correct the deficiencies;
 6. Copy of first three pages of Appraisal;
 7. Copy of Disclosure Statement.

The New Albany Housing Authority will then issue a letter of intent, a copy of which will be sent to the lender to confirm that the proposed financing package has been approved.

- I) Families and lenders must submit copies of specific documents prior to the New Albany Housing Authority preparation of its lien document for closing:
1. Settlement statement;
 2. Copy of Title Report;
 3. Written verification that deficiencies in the home have been corrected in compliance with HUD regulations, signed by contractor or person who completed the work.
 4. Signed HQS inspection from New Albany Housing Authority verifying that the home meets the HQS standards.
- J) Families and lenders must submit copies of specific documents to initiate the payment of the homeownership assistance:

1. A copy of the signed, filed New Albany Housing Authority lien must be filed with the New Albany Housing Authority after closing. This will authorize the payment of homeownership assistance.

Length and Continuation of Assistance

Section 8 assistance will only be provided for the months the family is in residence in the home. Except for families that are elderly or disabled, the maximum length of time a family may receive homeownership assistance is 15 years if the initial mortgage incurred is 20 years or longer. In all other cases, the maximum length of time is ten years.

Continued Assistance Requirements and Family Obligations

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the New Albany Housing Authority may not continue assistance after the month the family moves out. The family is not required to refund to the New Albany Housing Authority the homeownership assistance for the month when the family moves out.

A) Family Obligations:

1. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of the debt):
 - a. The family must notify the New Albany Housing Authority within ten days of missing a mortgage payment.
 - b. The family must attend foreclosure counseling within 30 days of missing a mortgage payment or homeownership assistance may terminate.
2. The family must reside in the unit, and must be the family's only residence. The family must provide any information or certification requested by the New Albany Housing Authority to verify that the family is living in the unit, and must notify the New Albany Housing Authority, in writing of any absence from the unit longer than 30 days. The family must cooperate with the New Albany Authority for the purpose of verifying that the family resides in the unit.
3. The family must supply required information necessary in the administration of the program to the New Albany Housing Authority, including social security numbers, release of information forms, evidence of citizenship or eligible immigration status. The family must comply with requirements for annual or interim reexamination of family income or family composition, and provide any information required for verification.
4. In addition, the family must supply any information required by the New Albany Housing Authority concerning:

- a. Any mortgage or other debt incurred to purchase the home, and any refinancing of debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt;
 - b. Any sale or other transfer of any interest in the home; or
 - c. The family's homeownership expenses.
5. The composition of the assisted family residing in the unit must be approved by the New Albany Housing Authority. The family must promptly inform the New Albany Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request NAHA approval to add any other family member as an occupant of the unit. No other person may reside in the unit (except for a foster child or live-in aid). The family must notify NAHA if any family member no longer resides in the unit within 10 days of the change.
6. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
7. The family must not sublease or let the unit.
8. The family must not assign or transfer the unit.
9. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
10. The members of the family may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity or the premises.
11. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
12. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative federal, State or local housing assistance program.
13. The family must notify NAHA if the family is late or misses a payment on a mortgage securing any debt incurred to purchase the home.

14. During the time the family receives homeownership assistance, no family member may have any ownership in any other residential property.
15. Before commencement of homeownership assistance, the family must execute a statement of family obligations agreeing to comply with all family obligations under this option.

Homeownership Assistance Payment

After the homeownership housing assistance payments begin, NAHA will perform annual reexaminations, and interim adjustments (when family income decreases) in accordance with the policies set forth in the rental voucher portion of the Section 8 administrative plan.

- A) While the family is residing in the home, NAHA shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:
 1. The payment standard minus the total tenant payment; or
 2. The family's monthly homeownership expenses minus the total tenant payment.
- B) The payment standard for the family shall be the lower of:
 1. The payment standard for the family unit size;
 2. The standard for the size of the home.
- C) The payment standard for the family is the greater of:
 1. The payment standard at the commencement of homeownership assistance for occupancy of the home; or
 2. The payment standard at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for the occupancy of the home.
- D) NAHA will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental voucher program.
- E) Homeownership expenses will include:
 1. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home.
 2. Real estate property taxes and public assessments on the home.
 3. Home insurance.
 4. The New Albany Housing Authority utility allowance schedule.

5. The New Albany Housing Authority allowance for maintenance, major repairs and replacements equal to 3% of the amount of the monthly mortgage payment; and
 6. Principal and interest on mortgage debt incurred to finance costs for major repairs replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to make the home accessible for that person, if NAHA determines that allowance of such costs is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- F) At the discretion of the New Albany Housing Authority, homeownership payments will be paid either to a lender on behalf of the family, or directly to the family.
- G) Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family.

Down payment assistance grant

If approved by HUD and the family chooses to take the single down payment assistance grant they will not be eligible for the monthly assistance payment from the New Albany Housing Authority.

To be eligible to receive the down payment assistance grant, the family must meet all eligibility requirements for the homeownership option and must have been receiving tenant-based rental assistance for one-year prior to receiving the down payment grant.

The maximum down payment grant "May not exceed the amount that is equal to the sum of the assistance payments that would be made during the first year of assistance on behalf of the family, based on the income of the family at the time the grant is to be made." The amount paid by the New Albany Housing Authority on behalf of the family will not exceed 12 times the payment standard minus the total tenant payment (TTP). Homeownership expense will not be considered in making this determination. The down payment assistance grant will be paid at the time of closing on a home and must be applied toward the purchase price of the home.

A family that has received a down payment assistance grant may apply for and receive tenant-based rental assistance, in accordance with program requirements and the requirements set forth in the rental voucher portion of this administrative plan. However, the New Albany Housing Authority will not commence rental assistance so long as any member of the family owns any title or other interest in the home purchased with homeownership assistance. Further, 18 months must have passed since the family's receipt of the down payment assistance grant.

Lease-to-Purchase

Lease-to-Purchase agreements are considered rental property and subject to the normal tenant-based Section 8 rental rules. All regulations of the homeownership program will be in effect at the time that the family opts to exercise the purchase.

Denial or Termination of Assistance

At any time, the New Albany Housing Authority may deny or terminate homeownership assistance in accordance with policies set forth in Chapter 15 of this Administrative Plan.

The New Albany Housing Authority may deny or terminate assistance for violation of family obligations as set forth in **Continued Assistance Requirements and Family Obligations**.

The New Albany Housing Authority will terminate assistance for any family member receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage securing debt incurred to purchase the home, or any refinancing of such debt. The New Albany Housing Authority, at its discretion, may permit the family to move to a new unit with continued voucher rental assistance. However, such permission will be denied if:

- A) The family defaulted on an FHA-insured mortgage; and
- B) The family fails to demonstrate that:
 - 1. The family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and
 - 2. The family has moved, or will move, from the home within the period established or approved by HUD.

Informal Hearings

The New Albany Housing Authority will provide the opportunity, for an informal hearing to program participants who are being terminated from the program because of the family's action or failure to act. NAHA will:

- 1. Send a written notice as to the reason(s) for the action; and
- 2. Inform the participant that he or she may request an informal hearing, in writing, within ten days of the notice. If the participant requests a hearing, the assistance will not be terminated until the final decision is made.

When a participant requests a hearing, NAHA will schedule the hearing promptly and notify the participant of the date and time of the hearing. Prior to the hearings the participant will be given an opportunity to examine and copy the documents pertinent to the family's termination. NAHA must be given the same opportunity to examine any family documents that are directly related to the hearing, and to copy them at its own expense.

A hearing officer, as designed in Chapter 16 of this Administrative Plan, will conduct the hearing. The hearing officer will be someone other than the person who made the decision to terminate or a subordinate of this person. A lawyer or other representative, at the family's expense may represent the family. The family will be given opportunity to present evidence, and to question any witnesses. The hearing officer will issue a written decision within ten days, stating reasons for the decision.

NAHA Accomplishments for Fiscal Year 2006-7

Asset Management

NAHA has reorganized the two largest departments, Occupancy and Maintenance, to meet the HUD mandated conversion to site based management.

Overall, NAHA created four Asset Management Sites from the previous nine sites. These are:

EAST. Comprised of Beechwood and Riverside developments

WEST. Comprised of Crystal, Vance, and Parkview Towers, as well as Valley View Court.

CENTRAL. Comprised of Parkview and Broadmeade Terrace.

H† RISE. Comprised of Riverview and Mark Elrod Towers, both senior developments.

Each site has a manager and associated clerical and maintenance staff directly assigned to the site who are responsible for all day to day operations of the site.

Occupancy

Occupancy staff were required to apply for the new positions created by the change to site-based management. This resulted in 4 new Site Manager positions and reallocation of 7 clerical staff.

Occupancy now has task-based job descriptions

Staffing ratios are in line with industry standards

Applications are handled on a walk-in basis which has resulted in practically no waiting list for housing units.

All occupancy staff relocated to a central administrative office to reduce the administrative cost of managing public housing units.

Maintenance

Maintenance department was reorganized to place all maintenance staff under the supervisory control of the site manager.

Former maintenance supervisors are now maintenance directors who report directly to site managers. All maintenance line staff continue to report to Maintenance Directors

Maintenance Staff were assigned to locations and report on the status of the location directly to managers.

Administrative

Created a Central Office Cost Center no longer funded by operating funds directly, but through a fee for service billed directly to the sites. This is the practice in private property

management and conversion to fee approach will be fully implemented by January 1, 2007

NAHA received its fifth consecutive clean audit for Fiscal Year 2005. Auditors have examined both the financial records and compliance records of NAHA and have found no reportable conditions, no disallowed costs, no materials weakness, and no findings. The Indianapolis HUD Field Office has commended NAHA for the strength of their operations.

Staff were reassigned as needed under the guidelines established by HUD. This resulted in one purchasing clerk being moved from maintenance to finance.

Completed Performance Contracting procurement, awarded the project to AMERESCO, in the process of completing audit and mock-up of family unit bathrooms to be totally renovated in the next year.

Completed renovation of Administrative Building at 300 Erni to allow the collocation of all administrative staff.

Completed the \$1,000,000 replacement of all gas lines on NAHA property which included upgrade to high pressure lines.

Completed the \$175,000 re-roofing of Parkview Towers.

Initiated the first Force Account labor force at NAHA. Two work teams funded by Capital funds are in the process of replacing the gutters, soffits, and vinyl covering as well as electrical upgrades at residential units site wide.

Resident Services and Family Self-Sufficiency

Nearly 100 residents actively enrolled in FSS programming.

FSS participant Escrow Accounts total nearly \$75,000.

NAHA was awarded a \$350,000 three-year grant to serve youth residing in Public Housing.

NAHA was awarded a \$115,000 one-year grant to fund two case managers to assist residents in achieving self-sufficiency goals.

NAHA was awarded a one-year contract for up to \$85,000 to provide welfare-to-work services in conjunction with Rauch, Inc.

NAHA has applied for the following grants for services:

Neighborhood Networks	3 Years	\$400,000
Case Management	1 Year	\$115,000
Aged & Disabled Services	3 Years	\$350,000
Resident Homeownership	3 Years	\$350,000
Total Grants Applied for		\$1,215,000

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**Operating Fund
Calculation of Operating Subsidy
PHA-Owned Rental Housing**

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

OMB Approval No. 2577-0029 (exp. 10/31/2008)

Public Reporting Burden for this collection of information is estimated to average .75 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it display a currently valid OMB control number. This information is required by Section 9(a) of the U.S. Housing Act of 1937, as amended, and by 24 CFR Part 990 HUD regulations. HUD makes payments for the operation and maintenance of low-income housing projects to PHAs. The Operating Fund determines the amount of operating subsidy to be paid to PHAs. PHAs provide information on the Project Expense Level (PEL), Utilities Expense Level (UEL), Other

Formula Expenses (Add-ons) and Formula Income - the major Operating Fund components. HUD reviews the information to determine each PHA's Formula Amount and the funds to be obligated for the Funding Period to each PHA based on the appropriation by Congress. HUD also uses the information as the basis for requesting annual appropriations from Congress. Responses to the collection of information are required to obtain a benefit. The information requested does not lend itself to confidentiality.

Section 1

1. Name and Address of Public Housing Agency: Housing Authority of the City of New Albany PO Box 11 New Albany, IN 47151		2. Funding Period: 01/01/2007 to 12/31/2007
4. ACC Number: C0912		3. Type of Submission: <input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision No.
5. Fiscal Year End: <input type="checkbox"/> 12/31 <input type="checkbox"/> 03/31 <input type="checkbox"/> 06/30 <input type="checkbox"/> 09/30		6. Operating Fund Project Number: IN01200107D
7. DUNS Number: 081017204	HUD Use Only	
8. ROFO Code: 0536		

Section 2

Calculation of ACC Units for 12-month period from July 1 to June 30 that is prior to the first day of the Funding Period:

	ACC Units on 7/1/2005	Units Added to ACC (+)	Units Deleted from ACC (-)	ACC Units on 6/30/2006 (=)
Requested by PHA	1,085	0	0	1,085
HUD Modifications				

Line No.	Category	Column A Unit Months		Column B Eligible Unit Months (EUMs)		Column C Resident Participation Unit Months	
		Req'd by PHA	HUD Mod.	Req'd by PHA	HUD Mod.	Req'd by PHA	HUD Mod.

Categorization of Unit Months:

Occupied Unit Months

01	Occupied dwelling units -- by public housing eligible family under lease	11,129		11,129		11,129	
02	Occupied dwelling units -- by PHA employee, police officer, or other security personnel who is not otherwise eligible for public housing	78				78	
03	New units -- eligible to receive subsidy during the Funding Period but not included on Lines 01, 02, or 05-13 of this section	0		0		0	
04	New units -- eligible to receive subsidy from 10/1 to 12/31 of previous funding period but not included on previous Calculation of Operating Subsidy	0		0		0	

Vacant Unit Months

05	Units undergoing modernization	300		300			
06	Special use units	288		288			
06a	Units on Line 02 that are occupied by police officers and that also qualify as special use units			0			
07	Units vacant due to litigation	318		318			
08	Units vacant due to disasters	0		0			
09	Units vacant due to casualty losses	0		0			
10	Units vacant due to changing market conditions	0		0			
11	Units vacant and not categorized above	0					

Other ACC Unit Months

12	Units eligible for asset repositioning fee and still on ACC (occupied or vacant)	0					
13	All other ACC units not categorized above	0					

Calculations Based on Unit Months:							
14	Limited vacancies			0			
15	Total Unit Months	12,113		12,035		11,207	
16	Units eligible for funding for resident participation activities (Line 15C divided by 12)					934	

Special Provision for Calculation of Utilities Expense Level:							
17	Unit months for which actual consumption is included on Line 01 of form HUD-52722 and that were removed from Lines 01 through 11, above, because of removal from inventory, including eligibility for the asset repositioning fee			0			

Section 3

Line No.	Description	Requested by PHA	HUD Modifications
----------	-------------	------------------	-------------------

Part A. Formula Expenses

Project Expense Level (PEL)			
01	PUM project expense level (PEL)	\$288.26	
02	Inflation factor	1.02400	
03	PUM inflated PEL (Part A, Line 01 times Line 02)	\$295.18	
04	PEL (Part A, Line 03 times Section 2, Line 15, Column B)	\$3,552,491	

Utilities Expense Level (UEL)			
05	PUM utilities expense level (UEL) (from Line 26 of form HUD-52722)	\$124.00	
06	UEL (Part A, Line 05 times Section 2, Line 15, Column B)	\$1,492,340	

Add-Ons			
07	Self-sufficiency	\$0	
08	Energy loan amortization	\$0	
09	Payment in lieu of taxes (PILOT)	\$42,443	
10	Cost of independent audit	\$25,071	
11	Funding for resident participation activities	\$23,350	
12	Asset management fee <input checked="" type="checkbox"/> Eligible for an Asset Management Fee	\$48,452	
13	Information technology fee	\$24,226	
14	Asset repositioning fee	\$0	
15	Costs attributable to changes in federal law, regulation, or economy	\$0	
16	Total Add-Ons (Sum of Part A, Lines 07 through 15)	\$163,542	
17	Total Formula Expenses (Part A, Line 04 plus Line 06 plus Line 16)	\$5,208,373	

Part B. Formula Income			
01	PUM formula income	\$138.83	
02	PUM change in utility allowances	\$0.00	
03	PUM adjusted formula income (Sum of Part B, Lines 01 and 02)	\$138.83	
04	Total Formula Income (Part B, Line 03 times Section 2, Line 15, Column B)	\$1,670,819	

Part C. Other Formula Provisions			
01	Moving-to-Work (MTW)	\$0	
02	Transition funding	\$116,070	
03	Other	\$0	
04	Total Other Formula Provisions (Sum of Part C, Lines 01 through 03)	\$116,070	

Part D. Calculation of Formula Amount			
01	Formula calculation (Part A, Line 17 minus Part B, Line 04 plus Part C, Line 04)	\$3,653,624	
02	Cost of independent audit (Same as Part A, Line 10)	\$25,071	
03	Formula amount (Greater of Part D, Lines 01 or 02)	\$3,653,624	

Part E. Calculation of Operating Subsidy (HUD Use Only)			
01	Formula amount (Same as Part D, Line 03)		
02	Adjustment due to availability of funds		
03	HUD discretionary adjustments		
04	Funds Obligated for Period (Part E, Line 01 minus Line 02 minus Line 03) Appropriation symbol(s):		

Section 4

Remarks (provide section, part and line numbers):

(This area is currently blank and highlighted in yellow.)

Section 5

Certifications

- In accordance with 24 CFR 990.215, I hereby certify that Housing Authority of the City of New Albany is in compliance with the annual income reexamination requirements and that rents and utility allowance calculations have been or will be adjusted in accordance with current HUD requirements and regulations.
- In accordance with 24 CFR 990.190(f), I hereby certify that Housing Authority of the City of New Albany has fewer than 250 units and has elected to transition to asset management and therefore is eligible to receive an asset management fee.
- I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

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

Signature of Authorized PHA Representative & Date: X	Singnature of Authorized HUD Representative & Date: X
---	--

**NEW ALBANY HOUSING AUTHORITY
EMPLOYEE HANDBOOK**

Approved Copy

All of the policies contained in our Employee Handbook database and set forth in the English language are reviewed semi-annually for compliance with state and federal law by Littler, Mendelson, P.C. Paychex understands that clients occasionally may decide to further customize their Employee Handbook or to ask Paychex to translate some or all of the policies into Spanish. However, please be aware that if you elect to substantively alter the policies that are offered, include your own original policies in your Employee Handbook, or ask that Paychex translate policies into Spanish, (collectively the "Changed Policies") the Changed Policies will not be reviewed for compliance with applicable employment law. This responsibility also extends to any additional outside the database policies that you may elect to include in future updates of your Employee Handbook. Moreover, Paychex is unable to support these Changed Policies outside of our database with our ongoing semi-annual compliance reviews or resulting policy updates.

Finally, although our Employee Handbook policies are written in compliance with federal and state labor and employment laws, you may wish to consult legal counsel to discuss how various other laws, including but not limited to, insurance and Workers' Compensation, may affect yNAHA's Employee Handbook policies.

WELCOME TO NEW ALBANY HOUSING AUTHORITY!

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted NAHA and answer many of your initial questions.

As an employee of New Albany Housing Authority, the importance of your contribution cannot be overstated. Our goal is to provide the finest-quality services to our residents and to do this more efficiently and economically. By satisfying our residents' needs, they will continue to reside with us and will recommend us to others.

You are an important part of this process for your work directly influences NAHA's reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

Bob Lane
Executive Director

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Approved by [Signature]

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Approval Copy

THE WAY WE WORK

Approval Copy

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A WORD ABOUT THIS HANDBOOK

This Employee Handbook contains information about the employment policies and practices of NAHA. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and NAHA. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a government-founded and regulated operation like ours will require changes from time to time. NAHA retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and NAHA. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements. Except for the policy of at-will employment, which can only be changed by the Board of Commissioners in writing, NAHA reserves the right to revise, delete and add to the provisions of this Employee Handbook. All such revisions, deletions or additions must be in writing and must be in the form of a board resolution. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

NAHA IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR NAHA MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE

EMPLOYMENT-AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF NAHA IS AUTHORIZED TO ENTER INTO AN AGREEMENT - EXPRESS OR IMPLIED - WITH ANY EMPLOYEE FOR EMPLOYMENT OTHER THAN AT-WILL.

This Employee Handbook refers to current benefit plans maintained by NAHA. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plans. Those documents are controlling.

EQUAL EMPLOYMENT OPPORTUNITY

NAHA is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis including, but not limited to: veteran status, race, color, religion, sex, national origin, age and physical or mental disability.

In addition, Indiana law prohibits discrimination on the basis of race, religion, color, sex, disability, national origin, ancestry and age.

You may discuss equal employment opportunity related questions with the director of human resources.

AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT

The NAHA has been and will continue to be an equal opportunity employer. To assure full implementation of this equal employment policy, we will take steps to assure that:

- a. Persons are recruited, hired, assigned and promoted without regard to race, religion, color, national origin, citizenship, sex, veteran status, age, disability or any other protected personal characteristics.
- b. Similarly, all other personnel actions, such as compensation, benefits, transfers, layoffs, access to training, education, tuition assistance and social recreation programs are administered without regard to race, religion, color, veteran status, national origin, citizenship, sex, age, disability or any other protected personal characteristics.

We have appointed the director of human resources to take on the responsibility of NAHA EEO coordinator. The EEO coordinator will be responsible for the day-to-day implementation and monitoring of our Affirmative Action Plan. As part of that responsibility, the EEO coordinator will periodically analyze NAHA's personnel actions and their effects to ensure compliance with our equal employment policy.

If you have any questions about this policy, or would like to review to be considered under our Affirmative Action Plan, please see the director of human resources

I have reviewed and fully endorse our Affirmative Action and Equal Employment Opportunity program. In closing, I ask for the continued assistance and support of all of

NAHA's personnel to attain our objective of equal employment opportunity for all.

Sincerely,

Bob Lane
Executive Director

AMERICANS WITH DISABILITIES ACT

NAHA is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which may include providing reasonable accommodation where appropriate. In general, it is your responsibility to notify the director of human resources of the need for an accommodation. Upon doing so, the director of human resources may ask you for your input or the type of accommodation you believe may be necessary, or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals.

LIFE THREATENING ILLNESSES

Employees occasionally develop serious or life threatening illnesses. NAHA is committed to supporting such employees' efforts to continue their normal pursuits, including working. When necessary and where required by law, NAHA will provide reasonable accommodations to otherwise qualified individuals with disabilities, including employees with serious or life threatening illnesses. All employees, including employees with serious or life threatening illnesses, must maintain acceptable performance standards.

An employee's medical information is confidential. Disclosure of employee medical information is restricted to limited situations where a manager or supervisor has a job-related reason to know it. Employees who disclose employee medical information without proper authorization will be subject to disciplinary action, up to and including discharge.

Employees with questions or concerns about life threatening illnesses are encouraged to contact the director of human resources for information and referral to appropriate services and resources.

A WORD ABOUT OUR EMPLOYEE RELATIONS PHILOSOPHY

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

NON-HARASSMENT

We prohibit harassment of one employee by another employee, supervisor or third party for any reason including, but not limited to: veteran status, race, color, religion, sex, national origin, age and physical or mental disability. Harassment of third parties by our employees is also prohibited.

In addition, race, religion, color, sex, disability, national origin, ancestry and age are protected classes in Indiana.

The purpose of this policy is not to regulate the personal morality of employees. It is to assure that in the workplace, no employee harasses another for any reason.

While it is not easy to define precisely what harassment is, it includes: slurs, epithets, threats, derogatory comments or visual depictions, unwelcome jokes and teasing.

Any employee who feels that (s)he is a victim of such harassment should immediately report the matter to the director of human resources. NAHA will investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee because he or she, in good faith, reports or participates in the investigation of a violation of this policy. Violations of this policy are not permitted and may result in disciplinary action, up to and including discharge.

SEXUAL HARASSMENT

Sexual harassment is against NAHA policy and is unlawful under state and federal law.

We firmly prohibit sexual harassment of any employee by another employee, supervisor or third party. Harassment of third parties by our employees is also prohibited. The purpose of this policy is not to regulate the morality of employees. It is to assure that in the workplace, no employee is subject to sexual harassment. While it is not easy to define precisely what sexual harassment is, it may include: unwelcome sexual advances, requests for sexual favors and/or verbal or physical conduct of a sexual nature including, but not limited to: sexually-related drawings, pictures, jokes, teasing, uninvited touching or other sexually-related comments.

Sexual harassment of an employee will not be tolerated. Violations of this policy may result in disciplinary action, up to and including discharge. There will be no adverse action taken against employees who, in good faith, report violations of this policy or participate in the investigation of such violations.

Any employee who feels that (s)he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated as confidentially as possible.

1. Any employee who believes that (s)he is a victim of sexual harassment or has been retaliated against for complaining of sexual harassment, should report the act immediately to his/her supervisor. If you prefer not to discuss the matter with your supervisor, you may contact the director of human resources.

2. NAHA will investigate every reported incident immediately. Any employee, supervisor or agent of NAHA who has been found to have violated this policy may be subject to appropriate disciplinary action, up to and including immediate discharge.
3. NAHA will conduct all investigations in a discreet manner. NAHA recognizes that every investigation requires a determination based on all the facts in the matter. We also recognize the serious impact a false accusation can have. We trust that employees will continue to act responsibly.
4. The reporting employee and any employee participating in any investigation under this policy have NAHA's assurance that no reprisals will be taken as a result of a sexual harassment complaint. It is our policy to encourage discussion of the matter, to help protect others from being subjected to similar inappropriate behavior.

CATEGORIES OF EMPLOYMENT

INTRODUCTORY PERIOD: Full-time, part-time, regular and part-time employees are on an introductory period during their first 180 days of employment.

During this period of time, you will be able to determine if your new job is suitable for you and your supervisor will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time thereafter.

FULL-TIME EMPLOYEES regularly work a 40-hour workweek.

PART-TIME, REGULAR EMPLOYEES regularly work 25 hours or more each week.

PART-TIME EMPLOYEES work less than 25 hours each week.

SEASONAL EMPLOYEES perform a job for a specified time, normally less than one year.

In addition to the preceding, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES - Pursuant to applicable federal and state laws, exempt employees are not entitled to overtime pay, and are not subject to certain deductions to their weekly salary under NAHA's policies.

Upon hire, your supervisor will notify you of your employment classification.

DRIVER'S LICENSE/DRIVING RECORD

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and acceptable driving record to our insurer. Changes in your driving record must be reported to your supervisor immediately. Violations of this policy may result in immediate termination of your employment.

NEW EMPLOYEE ORIENTATION

Upon joining NAHA, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to your supervisor. You will be asked to complete personnel, payroll and benefit forms.

If you lose your Employee Handbook or if it becomes damaged in any way, please notify your supervisor as soon as possible to obtain a replacement copy.

Your supervisor is responsible for the operations of your department. (S)he is a good source of information about NAHA and your job.

IMMIGRATION REFORM AND CONTROL ACT

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, NAHA is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by NAHA.

SUGGESTIONS AND IDEAS

We are always interested in your constructive ideas and suggestions for improving our operations. Your suggestions should be submitted in writing to the executive director.

After we investigate your suggestion, you will be notified whether it is feasible to be put into practice.

We believe that suggestions indicate initiative. With your approval, we will place the written suggestion in your personnel file and consider it at the time of your performance review.

TALK TO US

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your immediate supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your supervisor is able to satisfactorily resolve most matters.

If you still have questions after meeting with your immediate supervisor or if you would like further clarification on the matter, request a meeting with the director of human resources. S(he) will review the issues and meet with you to discuss possible solutions.

If you still have questions after meeting with the director of human resources or if you would like further clarification on the matter, request a meeting with the executive director. S(he) will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with the Board of Commissioners.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concern with the director of human resources.

YOUR PAY AND PROGRESS

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RECORDING YOUR TIME

Non-exempt employees must record their hours on the computer.

All employees subject to this policy are required to accurately record all time worked.

For payroll purposes, the workweek starts on Sunday and ends on Saturday.

PAYDAY

You will be paid biweekly on Friday for the period which ends on the previous Saturday. When our payday is a holiday, you normally will be paid on the last working day before the holiday.

Please review your paycheck for errors. If you find a mistake, report it to your supervisor immediately. Your supervisor will assist you in taking the steps necessary to correct the error.

PAYCHECK DEDUCTIONS

NAHA is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

It is the policy of NAHA that exempt (salaried) employees' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable; however, NAHA may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Thus, exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability;
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences;
- Absences of one or more full days before eligibility under sickness or disability plans, policies, or practices or after replacement compensation for such absences has been exhausted;
- Suspensions for violations of safety rules of major significance;

- Suspensions of one or more full days for violations of workplace conduct rules, such as rules against sexual harassment and workplace violence;
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary;
- Any unpaid leave taken under the Family and Medical Leave Act; or
- Negative vacation balances, in whole-day increments only.

If questions or concerns about any pay deductions arise, employees may discuss and resolve them with the Human Resources Department.

GARNISHMENT/CHILD SUPPORT

When an employee's wages are garnished by a court order, NAHA is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. NAHA will, however, honor federal and state guidelines which protect a certain amount of an employee's income from being subject to garnishment.

DIRECT DEPOSIT

Each pay period, your pay will be deposited into the checking or savings account of your choice through our direct deposit program. If your account changes or is closed, you will be responsible for filling out a new direct

deposit application to inform the company of where your funds should be sent in the future. Please see human resources for an application.

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PERFORMANCE REVIEWS

Your performance is important to NAHA. Once each year, generally at the end of fiscal year- 3/31, your supervisor will review your job progress within NAHA and help you to set new job performance plans.

Our performance review program provides the basis for better understanding between you and your supervisor, with respect to your job performance, potential and development within NAHA.

New employees will generally be reviewed at the end of their introductory period.

PROMOTIONS AND TRANSFERS

We believe that career advancement is rewarding for both the employee and NAHA. We will promote qualified employees to new or vacated positions whenever possible. In addition, your supervisor is available to discuss transfer opportunities with you.

Job openings may be announced verbally or by posting in a designated area. If you are interested in applying for one of these positions, notify the personnel office.

PAY ADVANCES

Pay advances will not be granted to employees.

OVERTIME

There may be times when you will need to work overtime so that we may meet the needs of our residents. Although you will be given advance notice when feasible, this is not always possible. Non-exempt employees must have all overtime approved in advance by their supervisor.

Non-exempt employees will be paid at a rate of time and one-half their regular hourly rate for hours worked in excess of 40 hours in a workweek, unless state law provides otherwise.

For on-call employees, holidays, vacation and sick time used count towards the weekly overtime computation. For all other employees, only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with your supervisor.

ON CALL

It may be necessary for individuals in certain positions to be available by telephone after hours during the week or on the weekend. Employees who are required to be on call will be compensated in accordance with applicable state and federal wage and hour laws.

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**TIME AWAY FROM WORK AND OTHER
BENEFITS**

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EMPLOYEE BENEFITS

NAHA has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by NAHA. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

NAHA reserves the right to modify its benefits at any time. We will keep you informed of any changes.

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HOLIDAYS

NAHA normally observes the following holidays during the year:

New Year's Day
Martin Luther King, Jr. Day
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Eve
Christmas
New Year's Eve

If one of the above holidays falls on Saturday, it normally is observed on the preceding Friday. If one falls on Sunday, it normally is observed on the following Monday.

Eligible employees receive a paid holiday only if the day of observance falls on a day they are normally scheduled to work.

Full-time and part-time, regular employees are eligible for paid holidays immediately upon hire.

Exempt employees will receive holiday pay in compliance with state and federal wage and hour laws.

Part-time, regular employees are eligible for holiday pay in proportion to the number of hours they normally are scheduled to work.

VACATION

Full-time and part-time, regular employees are eligible for paid vacation time.

Vacation is calculated according to your anniversary date as follows:

After completing 90 days of employment, you will begin to earn .750 days of vacation each month, up to a maximum of 9 days of vacation.

After 1 full anniversary year, you will begin to earn 1.00 days of vacation each month, up to a maximum of 12 days of vacation annually.

After 5 full anniversary years, you will begin to earn 1.50 days of vacation each month, up to a maximum of 18 days of vacation annually.

After 15 full anniversary years, you will begin to earn 1.667 days of vacation each month, up to a maximum of 20 days of vacation annually.

After 20 full anniversary years, you will begin to earn 2.083 days of vacation each month, up to a maximum of 25 days of vacation annually.

Part-time, regular employees receive paid vacation time in proportion to the number of hours they normally are scheduled to work.

Submit vacation requests in writing at least four weeks in advance to human resources. When possible, vacation requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling vacation times.

Vacation pay is not granted in lieu of taking the actual time off. However, vacation time can be carried over to the following year, up to a maximum of 10 days.

Vacation cannot be taken during the first 90 days of employment.

Vacation should be taken in blocks of ½ or full days at a time.

Eligible employees who provide at least two weeks' advance notice of their resignation will be paid for accrued but unused vacation, unless state law dictates otherwise. All other employees will not be paid for accrued but unused vacation upon termination.

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SICK DAYS

Full-time and part-time, regular employees are eligible, after completing their introductory period, for eight paid sick days each year.

Sick days are calculated according to your anniversary date and accrue monthly at a rate of .67 sick days per month.

Employees are eligible to begin to use paid sick time 90 days after this time begins to accrue.

Part-time, regular employees are eligible for sick days in proportion to the number of hours they normally would be scheduled to work.

Exempt employees will receive sick pay in compliance with state and federal wage and hour laws.

You may use accrued sick time to care for a child who is sick.

Employees are not paid for any unused sick days. However, if you do not use your sick days during the year, you can carry them into the following year.

Employees are not paid for earned but unused sick days upon termination.

JURY DUTY

Full-time and part-time, regular employees summoned for jury duty are paid the difference between their normal rate of pay and the jury duty pay for up to two weeks. Thereafter the leave is unpaid. All other employees are granted an unpaid leave in order to serve.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with your supervisor as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

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MILITARY LEAVE

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation leave may be used for this leave if the employee chooses. Military orders should be presented to human resources and arrangements for leave made as early as possible before a departure. Employees are required to give advance notice of their service obligations to NAHA unless military necessity makes this impossible. You must notify human resources of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from human resources.

WITNESS LEAVE

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law. We ask that you notify your supervisor of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

BEREAVEMENT LEAVE

Full-time and part-time, regular employees are eligible immediately upon hire for three paid days for the death of an immediate family member. Members of the immediate family include spouses, parents, current step-parents, brothers, sisters, current step-brothers or sisters, children, current step-children, grandchildren, grandparents, parents-in-law and domestic partners and their parents.

Full-time and part-time, regular employees are eligible immediately upon hire for one paid day to attend the funeral of non-immediate family members, such as aunts, uncles, nieces and nephews with management approval.

Part-time, regular employees are eligible for bereavement pay in proportion to the number of hours they normally are scheduled to work.

Requests for bereavement leave should be made to your immediate supervisor as soon as possible. NAHA reserves the right to request written verification of an employee's familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

MEDICAL INSURANCE

Eligible full-time employees may enroll in a single, a single plus one dependent or a family contract on the first of the month following 30 days of employment.

Information and enrollment forms may be obtained from human resources.

To assist you with the cost of this insurance, NAHA pays a portion of a single, a single plus one dependent or a family contract. You are responsible for paying the balance through payroll deduction.

Participating employees are also covered under our medical insurance plan's prescription drug program.

A booklet containing the details of the plan and eligibility requirements may be obtained from human resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

Upon termination you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information contact human resources.

DENTAL INSURANCE

Eligible full-time employees may enroll in a single, a single plus one dependent or a family contract on the first of the month following 30 days of employment.

Information and enrollment forms may be obtained from human resources.

You will be responsible for the full cost of this insurance through payroll deduction.

A booklet containing the details of the plan and eligibility requirements may be obtained from human resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

Upon termination you may be entitled to continuation or conversion of the group dental insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information contact human resources.

VISION CARE PLAN

Eligible full-time employees may enroll in this plan on the first of the month following 30 days of employment.

You will be responsible for the full cost of this plan through payroll deduction.

Complete details of this plan may be obtained from human resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

Upon termination you may be entitled to continuation or conversion of the group vision care insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information contact human resources.

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COBRA

You and your covered dependents will have the opportunity to continue medical benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical coverage for you and your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct;
- your employment status changes due to a reduction in hours;
- your child ceases to be a "dependent child" under the terms of the medical plan;
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage. For additional information, please refer to your plan's summary plan description or contact human resources.

LIFE INSURANCE

Eligible full-time employees, working more than 30 hours a week, may enroll in this plan the first of the month following six months of employment.

You must complete an insurance form and designate your beneficiary.

The cost of this insurance is fully paid by NAHA.

Complete details of this plan may be obtained from human resources.

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SECTION 125 PLAN

NAHA offers a pretax contribution option for employees. This employee benefit is known as a Section 125 plan.

A Section 125 plan is a benefit plan that allows you to make contributions toward premiums for medical insurance on a "before tax", rather than an "after tax" basis. Your premium contributions are deducted from your gross pay before income tax and Social Security are calculated.

To participate in this plan, complete an election form and return it to human resources.

You cannot make any changes to your medical insurance coverage until the next open enrollment date, unless your family status changes or you become eligible for a special enrollment period due to a loss of coverage. Family status changes include marriage, divorce, death of a spouse or child, birth or adoption of a child or termination of employment of your spouse. A change in election due to a change in family status is effective the next pay period.

FEDERAL FAMILY AND MEDICAL LEAVE ACT

Eligible employees may take up to 12 weeks of unpaid family/medical leave within a rolling 12-month period and be restored to the same or an equivalent position upon their return to work.

To be eligible for family/medical leave, you must have satisfied both of the following conditions:

- 1) Worked for NAHA for at least 12 months and for at least 1,250 hours in the past 12 months; and
- 2) At the time leave is requested either (a) worked at a worksite with 50 or more employees or (b) worked at a worksite with less than 50 employees if 50 or more employees are employed within 75 miles of the worksite.

Eligible employees may take family/medical leave for any of the following reasons:

- 1) The birth of your child and to care for such child;
- 2) The placement of a child with you for adoption or foster care and in order to care for the newly placed son or daughter;
- 3) To care for a spouse, your child or parent ("covered relations") with a serious health condition; and

- 4) Because of your own serious health condition that renders you unable to perform an essential function of your position.

Any leave due to the birth and care of a child or the placement of a child for adoption or foster care, and care of the newly placed child, must be completed within one (1) year of the date of birth or placement of the child.

If you request leave because of the birth, adoption or foster care placement of a child or to care for a covered relation with a serious health condition any accrued vacation or sick leave must be used first as part of your family/medical leave.

If you request a leave because of your own serious health condition, or to care for a covered relation with a serious health condition, any accrued vacation or sick leave must be used first as part of your family/ medical leave.

The substitution of paid leave time for unpaid time does not extend the 12-week leave period. Also, your family/ medical leave may run concurrently with other types of leave.

During an approved family/medical leave, NAHA will maintain your health benefits under the same terms and conditions applicable to employees not on leave.

- If paid leave is substituted for unpaid family/ medical leave, NAHA will deduct your portion of the health plan premium as a regular payroll deduction.
- If your leave is unpaid, you must pay your portion of the premium by making arrangements with human resources.

- Your health coverage may cease if your premium payment is more than 30 days late. If your portion of the premium is more than 30 days late, we will send you a letter to this effect. If we do not receive your co-payment within 15 days of this letter, your coverage will cease.

If you elect not to return to work at the end of the leave for at least 30 calendar days, you will be required to reimburse NAHA for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or because of other circumstances beyond your control.

When spouses are employed by NAHA, they are entitled to a combined total of 12 weeks' leave: (1) for birth, adoption or foster care and in order to care for such a child; or (2) to care for a parent with a serious health condition. Each individual is entitled to 12 weeks' leave because of his/her own serious health condition or to care for the serious health condition of his/her child or spouse without counting leave time taken by the other spouse.

Leave due to a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If the leave is unpaid, NAHA will adjust your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced-schedule leave, NAHA may temporarily transfer you to an available alternate position that better accommodates your recurring leave and that has equivalent pay and benefits.

You must complete the appropriate family/medical leave forms. These forms are available from human resources.

If your need for family/medical leave is foreseeable, you must give 30 days' prior written notice. If this is not possible, you must give notice to human resources as soon as practicable (within one or two business days of learning your need for leave). Failure to provide such notice may be grounds for delay of leave. If your need is because of a planned medical treatment, please discuss department staffing needs with your supervisor prior to scheduling the treatment, if at all possible.

Medical Certification For a Serious Health Condition

If you are requesting leave because of your own or a covered relation's serious health condition, the appropriate health care provider must supply medical certification. Obtain a medical certification form from human resources. If possible, you should provide the medical certification 15 days after you request leave. If you provide at least 30 days notice of your need for medical leave, you should provide the medical certification before your leave begins. If you do not provide the required medical certification in a timely manner, your leave may be delayed until it is provided.

NAHA at its expense, may require an examination by a second health care provider designated by NAHA, if it reasonably doubts the medical certification you initially provide. If the second health care provider's opinion conflicts with the original medical certification, NAHA, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. NAHA may require subsequent medical recertification. Failure to provide requested certification within 15 days if such is practicable, may result in delay of further leave until it is provided.

Tracking Your Leave

The 12-month period in which 12 weeks of leave may be taken will be tracked based on the first day of the FMLA leave.

Reporting While on Leave

If you take leave because of your own serious health condition or to care for a covered relation with a serious health condition, contact human resources on a prescheduled basis regarding the status of the medical condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially are unknown.

Returning to Work

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you must provide medical certification that you are able to resume work before you return. Obtain return-to-work medical certification forms from human resources.

Employees failing to complete the return-to-work medical certification form will not be permitted to resume work until it is provided.

Certain highly compensated or "key employees" may be denied restoration to their prior or equivalent position. Key employees are those employees who are among the highest paid ten percent of employees within 75 miles of the worksite. Denial is based on the following conditions:

- 1) The denial is necessary to prevent substantial economic injury to the employer;

- 2) The employer has notified the employee of his/her "key" employee status as well as its decision to deny restoration should the leave take place or continue; and
- 3) The employee elects not to return to work after being notified of the employer's decision.

No Work While On Leave

The taking of another job while on family or medical leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

State and Local Family and Medical Leave Laws

Where state or local family and medical leave laws offer more protection or benefits to employees, the protection or benefits provided by such laws will apply.

SHORT-TERM DISABILITY INSURANCE

You may be eligible for short-term disability benefits if you are ill or injured and unable to work.

Full-time employees are eligible for the short-term disability insurance program on the first of the month following 30 days of employment. This insurance program is designed to provide income for you when you are absent from work for more than seven calendar days due to non-occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary, for a duration of up to 180 days.

The cost of this insurance is fully paid by the employee.

Please check with human resources for additional information concerning this benefit.

LONG-TERM DISABILITY INSURANCE

Eligible employees may participate in our long-term disability insurance program.

Full-time and part-time, regular employees are eligible to enroll in this insurance program on the first of the month following 30 days of employment.

Long-term disability insurance provides eligible employees with a continuing source of income after 180 days of total disability. The benefits are calculated as a percentage of your salary.

The cost of this insurance is fully paid by NAHA.

This is intended as a summary of benefits only. Additional information may be obtained from human resources.

SOCIAL SECURITY

During your employment, you and NAHA both contribute funds to the federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

UNEMPLOYMENT INSURANCE

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from human resources.

WORKERS' COMPENSATION

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your supervisor. Your supervisor will report the injury to human resources. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition which could lead or contribute to an employee accident. Additionally, NAHA will attempt to provide a reasonable accommodation which is medically necessary, feasible and does not impose an undue hardship on NAHA as prescribed by applicable federal, state or local law.

457(b) QUALIFIED RETIREMENT PLAN

NAHA provides eligible employees with a 457(b) Qualified Retirement plan which is an excellent means of long-term savings for your retirement. NAHA's contribution, if any, is determined by NAHA on an annual basis.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from human resources. In the event of any conflict in the description of the plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see the plan administrator.

TUITION REIMBURSEMENT PROGRAM

To encourage professional development, NAHA offers a tuition reimbursement program to eligible employees who complete job-related courses with a grade of C or better.

To participate in this program, you must be a full-time or part-time, regular employee who has completed your introductory period.

Your application for tuition reimbursement must be made and approval received prior to registration for the course.

EMPLOYEE ASSISTANCE PROGRAMS

All employees may participate in both of our employee assistance programs immediately upon hire.

Our employee assistance program (EAP) through Employee Network, Inc. (ENI) helps eligible employees and their immediate families with a wide range of problems. Situations addressed by the EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders.

Complete details of this program may be obtained by calling 1-800-EAP-CALL.

Our employee assistance program (EAP) through Floyd Memorial Hospital Occupational Health Department provides eligible employees psychological counseling and referrals. Employees and their immediate families are eligible for up to 6 visits for each incident requiring treatment under this program.

Complete details of this program may be obtained by calling 1-812-283-6050.

Your conversations and all records are strictly confidential.

The administrative cost of these programs is fully paid by NAHA.

UNIFORMS

NAHA provides uniforms to certain employees at no charge. Proper care of these uniforms is required.

All uniforms, accessories or name tags issued by NAHA must be returned in good condition upon leaving NAHA.

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ON THE JOB

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ATTENDANCE AND PUNCTUALITY

Attendance and punctuality are important factors for your success within NAHA. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your supervisor as soon as possible before the start of your workday.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your non-working hours if possible.

If you are absent for three days without notifying NAHA, it is assumed that you have voluntarily abandoned your position with NAHA, and you will be removed from the payroll.

Employee problems with attendance and punctuality, including no-call/no-show issues, will be subject to disciplinary action, up to and including the possibility of discharge.

MEAL TIME

Employees scheduled to work an 8½ hour day will receive a ½-hour, unpaid meal break. Employees scheduled to work a 9 hour day will receive a one-hour, unpaid meal break. Your supervisor is responsible for approving the scheduling of this time.

WORK ASSIGNMENTS

Work assignments will be distributed by your supervisor. When possible, you will be advised of future assignments in advance, so you will have ample time to prepare for the assignment.

Once you have begun an assignment you will report directly to your supervisor for all matters relating to its completion.

CONTACT WITH NAHA

NAHA should know your location at all times during business hours. Your supervisor will keep a record of your assignments, and (s)he should be notified of your whereabouts outside NAHA during working hours.

ON THE JOB TRAINING

Your supervisor is responsible for initiating all on the job training for employees within your department. This may include safety training, participation in off-site training and continuing education when necessary for job safety and work performance. Training will be conducted during regular working hours whenever possible.

NAHA will pay for any required training programs. Employees may be tested from time to time to evaluate the effectiveness of the training program.

If you have any questions regarding training, please see your supervisor.

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STANDARDS OF CONDUCT

Each employee has an obligation to observe and follow NAHA's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by NAHA. NAHA does not guarantee that one form of action will necessarily precede another.

The following may result in disciplinary action, up to and including discharge: violation of NAHA's policies or safety rules; insubordination; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in NAHA activities or in NAHA vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; physical harassment; sexual harassment; disrespect toward fellow employees, visitors or other members of the public; performing outside work or use of NAHA property, equipment or facilities in connection with outside work while on NAHA time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to modify our employment-at-will policy.

COMPUTER SOFTWARE LICENSING

NAHA purchases or licenses the use of various computer software programs. Neither NAHA nor any of NAHA's employees have the right to duplicate this computer software or its related documentation. Unauthorized duplication of computer software is a federal offense, punishable by up to a \$250,000 fine and up to five years in jail.

NAHA does not condone the illegal duplication of software. You must use the software in accordance with the license agreement. This policy applies not only to individual desktop computers and laptops but to local area networks as well.

Employees learning of any misuse of software or related documentation within NAHA shall notify a member of management. Employees who reproduce, acquire or use unauthorized copies of computer software will be subject to discipline, up to and including discharge.

RESIDENT AND PUBLIC RELATIONS

NAHA's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that residents have toward NAHA may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a resident for granted, but if we do we run the risk of losing not only that resident, but his or her associates, friends or family who may also be residents or prospective residents.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

SOLICITATION AND DISTRIBUTION

In order to avoid unnecessary annoyances and work interruptions, solicitation by an employee of another employee is prohibited while either person is on working time.

Employee distribution of literature, including handbills, in work areas is prohibited at all times.

Trespassing, soliciting or distribution of literature by non-employees on these premises is prohibited at all times.

CHANGES IN PERSONAL DATA

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to your supervisor promptly. Your supervisor will forward this information to human resources for processing.

PROTECTING NAHA INFORMATION

Protecting NAHA's information is the responsibility of every employee, and we all share a common interest in making sure it is not improperly or accidentally disclosed. Do not discuss NAHA's confidential business with anyone who does not work for us.

All telephone calls regarding a current or former employee's position/compensation with NAHA must be forwarded to human resources.

NAHA's address shall not be used for the receipt of personal mail.

CONFLICT OF INTEREST/CODE OF ETHICS

NAHA's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with NAHA, or any of its residents, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.

NAHA adheres to the highest legal and ethical standards applicable in our business. NAHA's business is conducted in the strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of NAHA shall conduct their personal affairs in such a fashion that their duties and responsibilities to NAHA are not jeopardized and/or legal questions do not arise with respect to their association or work with NAHA.

CARE OF EQUIPMENT

You are expected to demonstrate proper care when using NAHA's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once.

NAHA VEHICLES

Operators of NAHA vehicles are responsible for the safe operation and cleanliness of the vehicle.

Accidents involving a NAHA vehicle must be reported to your supervisor immediately.

Employees are responsible for any moving and parking violations and fines which may result when operating a NAHA vehicle.

NAHA vehicles should be operated by the employee only. NAHA vehicles may only be used for job-related travel.

The use of seat belts is mandatory for operators and passengers of NAHA vehicles.

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TRAVEL/EXPENSE ACCOUNTS

NAHA will reimburse employees for reasonable expenses incurred through pre-approved business travel or entertainment. All cash advances must be accounted for and expense receipts are required.

The following business expenses will be reimbursed:

- Travel Expense
- Automobile/Mileage
- Lodging
- Tips
- Business Meals (in accordance with our per diem rates; room service excluded)

This list is not all-inclusive. See your supervisor regarding additional reimbursable business expenses.

When travel is completed, employees should submit a completed travel expense report within seven days, to ensure timely reimbursement.

PERSONAL PROPERTY

NAHA is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables should not be left in areas where theft might occur.

IDENTIFICATION BADGES

You will be issued an identification badge upon hire. It must be worn where it can be seen at all times when you are working.

VISITORS

If you are expecting a visitor, please notify the receptionist. All visitors must first check in at the reception area. Visitors are not allowed in any area of the building without being accompanied by an authorized employee. Under no circumstances will visitors be allowed in confidential, unauthorized or potentially hazardous areas.

Approved

SEVERE WEATHER

Severe weather is to be expected during certain months of the year. Although driving may at times be difficult, when caution is exercised, the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions while the business remains open is to be used as vacation time.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by your supervisor.

PERSONAL TELEPHONE CALLS

It is important to keep our telephone lines free for resident calls. Although the occasional use of NAHA's telephones for a personal emergency may be necessary, routine personal calls should be kept to a minimum.

ELECTRONIC MAIL MONITORING

We recognize your need to be able to communicate efficiently with fellow employees and residents. Therefore, we have installed an internal electronic mail (e-mail) system to facilitate the transmittal of business-related information within NAHA and with our residents.

The e-mail system is intended for business use only. The use of NAHA's e-mail system to solicit fellow employees or distribute non job-related information to fellow employees is strictly prohibited.

NAHA's policies against sexual and other types of harassment apply fully to the e-mail system. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from the display or transmission of sexually-explicit images, messages, ethnic slurs, racial epithets or anything which could be construed as harassment or disparaging to others.

Employees shall not use unauthorized codes or passwords to gain access to others' files.

All e-mail passwords must be made available to NAHA at all times. Please notify your supervisor if you need to change your password.

Violation of this policy may result in disciplinary action, up to and including discharge.

For business purposes, management reserves the right to enter, search and/or monitor the private NAHA e-mail system and the files/transmission of any employee without advance notice and consistent with applicable state and federal laws.

VOICE MAIL MONITORING

We recognize your need to be able to communicate efficiently with fellow employees and residents. Therefore, we have a voice mail system to facilitate the transmittal of business-related information within NAHA and with our residents.

The voice mail system is intended for business use only. The use of NAHA's voice mail system to solicit fellow employees or distribute non job-related information to fellow employees is strictly prohibited.

NAHA's policies against sexual and other types of harassment apply fully to the voice mail system. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from the transmission of sexually-explicit messages, ethnic slurs, racial epithets or anything which could be construed as harassment or disparaging to others.

All voice mail passwords must be made available to NAHA at all times. Please notify your supervisor if you need to change your password.

Violation of this policy may result in disciplinary action, up to and including discharge.

For business purposes, management reserves the right to enter, search and/or monitor the private NAHA voice mail system and the voice mail of any employee without advance notice and consistent with applicable state and federal laws.

INTERNET USAGE

As a growing business, we recognize the need to stay on the cutting edge of technology. This is one of the reasons we allow employees to have access to the Internet.

The Internet is intended for business use only. Use of the Internet for any non-business purpose, including but not limited to, personal communication or solicitation, purchasing personal goods or services, gambling and downloading files for personal use, is strictly prohibited.

NAHA's policies against sexual and other types of harassment apply fully to Internet usage. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from displaying, transmitting and/or downloading sexually-explicit images, messages, ethnic slurs, racial epithets or anything which could be construed as harassment or disparaging to others.

Consistent with applicable federal and state law, the time you spend on the Internet may be tracked through activity logs for business purposes. All abnormal usage will be investigated thoroughly.

Employees learning of any misuse of the Internet shall notify a member of management.

Violation of this policy may result in disciplinary action, up to and including discharge.

WORKPLACE MONITORING

Workplace monitoring may be conducted by New Albany Housing Authority to ensure quality control, employee safety, security, and customer satisfaction.

Computers furnished to employees are the property of New Albany Housing Authority. As such, computer usage and files may be monitored or accessed.

New Albany Housing Authority may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

Employees can request access to information gathered through workplace monitoring that may impact employment decisions. Access will be granted unless there is a legitimate business reason or to protect the confidentiality of an ongoing investigation.

DRESS POLICY

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our residents' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct residents contact, you represent NAHA with your appearance as well as your actions. The properly attired individual helps to create a favorable image for NAHA, to the public and fellow employees.

PERSONAL HYGIENE

Maintaining a professional, business-like appearance is very important to the success of NAHA. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

PARKING

Free parking facilities are available to employees. NAHA is not responsible for loss, damage or theft of your vehicle. Therefore, we suggest that you lock your car doors.

BULLETIN BOARD

Information of interest and importance to you is regularly posted on our bulletin board. We suggest that you look at it regularly. This bulletin board is for administrative use only; employees may not post or remove any information.

LUNCH ROOM

Depending on your location, a lunch room may be available for your use. Although NAHA provides general custodial care, you are expected to clean up after eating. This lunch room should be kept clean for the next person's use.

CELLULAR TELEPHONES

Employees in certain positions are issued NAHA cellular telephones so that they may maintain contact with residents and co-workers when they are out of the office on business.

Employees are encouraged to take appropriate safety precautions when using their cellular telephones. The use of handheld cellular telephones while driving is prohibited. Employees are expected to comply with applicable state laws regarding the use of cellular telephones.

NAHA cellular telephones are for business purposes. Although the occasional use of yNAHA cellular telephone for personal calls may be necessary, incoming and outgoing personal calls must be kept to a minimum. Employees must reimburse NAHA in accordance with applicable state and federal wage and hour laws for any personal telephone calls made or received on a NAHA cellular telephone.

The use of cellular telephones is not a work requirement for most employees. Employees who are not issued a NAHA cellular telephone will not be reimbursed for the use of their personal cellular telephones and are expected to make business calls from the office.

Employees are expected to demonstrate proper care of their cellular telephones. If you lose, break or damage yNAHA cellular telephone, report it to your supervisor at once. All cellular telephones issued by NAHA must be returned upon leaving NAHA or upon transferring to a position that does not require a NAHA cellular telephone.

RECORDING DEVICES IN THE WORKPLACE

Cameras, digital recorders, tape recorders, and all other forms of recording devices are prohibited in all "Restricted Areas." Employees are prohibited from having any form of recording device in their possession in a Restricted Area. Violations of this policy may result in immediate discipline (including the possibility of termination), immediate removal of the recording device and/or the employee from the Restricted Area, and retention of the recording device for inspection by the **company** and/or legal authorities. Limited exceptions will apply where the employee in possession of the recording device has been provided advance written authorization to use the recording device by an authorized member of management and the recording device is being used in an authorized manner.

Prohibited "recording devices" under this policy include but are not limited to cameras, camcorders, video devices, picture or video capable cellular telephones, cassette recorders, and digital voice or image recorders. Cellular telephones, PDAs, MP3 and DVD devices, portable computers, and other devices are covered if they are equipped with any device or technology that has the capability to record images or sounds. This prohibition applies irrespective of whether the recording capability is activated or not.

The "Restricted Areas" are bathrooms, dressing rooms, examination rooms, any other area where confidential material may be housed and all other areas where signs have been posted indicating that the area is considered a Restricted Area.

CONTACT WITH THE MEDIA

All media inquiries regarding NAHA and its operations must be referred to the executive director. Only the executive director is authorized to make or approve public statements pertaining to NAHA or its operations. No employees, unless specifically designated by the executive director, are authorized to make those statements.

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IF YOU MUST LEAVE US

Should you decide to leave your employment with us, we ask that you provide your supervisor with at least two weeks' advance notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with NAHA.

NAHA does not provide a "letter of reference" to former employees. Generally, we will confirm upon request our employees' dates of employment, salary history and job title.

Additionally, all resigning employees should complete a brief exit interview prior to leaving. All NAHA property, including this Employee Handbook, must be returned upon termination. Otherwise, NAHA may take action to recoup any replacement costs and/or seek the return of NAHA property through appropriate legal recourse.

You should notify NAHA if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address.

SAFETY IN THE WORKPLACE

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EACH EMPLOYEE'S RESPONSIBILITY

Safety can only be achieved through teamwork at NAHA. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. The unauthorized use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on NAHA's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess, just ask your supervisor.
6. Know the locations, contents and use of first aid and fire fighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.

8. Comply with OSHA standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

BLOODBORNE PATHOGENS EXPOSURE CONTROL

To protect employees who may reasonably anticipate being occupationally exposed to blood and other potentially infectious materials during work tasks, NAHA has instituted a bloodborne pathogens exposure control program.

Briefly, our program includes an employee exposure determination, information and training about bloodborne pathogens, the availability of hepatitis B vaccinations, Universal Precautions, engineering controls, safe work practices, personal protective equipment and housekeeping measures to help reduce the risks of occupational exposure. Procedures to be used following an exposure incident and necessary record keeping are also included. These matters are discussed in our written infection control plan, which is available to you in accordance with the plan.

Further information about our bloodborne pathogens exposure control program will be provided to affected employees and may be obtained from your supervisor.

HEPATITIS B VACCINE

As required by OSHA regulations and for your protection, NAHA provides the Hepatitis B Vaccine to all employees. This vaccine will be made available to you after you have been informed of the vaccine's affects, safety considerations, method of administration, the benefits of being vaccinated, and the no-cost provision.

Employees will be eligible for the vaccine within ten working days of their first day of work. Under certain circumstances as provided by OSHA standards, the vaccine may not be made available.

If you choose not to be vaccinated, you must sign a Hepatitis B Vaccination Declination form. The vaccine will be made available to those employees who initially decline, but later decide to accept the vaccine.

FIRE DRILLS

Fire drills may be scheduled periodically throughout the year. These drills are an important aspect in employee safety. We expect your complete cooperation during these drills. If you have any questions concerning evacuation procedures, see your supervisor.

WORKPLACE SEARCHES

To protect the property and to ensure the safety of all employees, residents and NAHA, NAHA reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from NAHA's property. In addition, NAHA reserves the right to search any employee's office, desk, files, lockers, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of NAHA, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of NAHA.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of NAHA's security procedures or any other NAHA rules and regulations.

WORKPLACE VIOLENCE

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to NAHA property in the event someone, for whatever reason, may be unhappy with a NAHA decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence.

Violations of this policy, including your failure to report or fully cooperate in NAHA's investigation, may result in disciplinary action, up to and including immediate discharge.

GOOD HOUSEKEEPING

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your supervisor.

SMOKING IN THE WORKPLACE

NAHA is committed to providing a safe and healthy environment for employees and visitors. Smoking is allowed only in designated areas.

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CONCEALED WEAPONS

Possession, use or sale of weapons, firearms or explosives on work premises, while operating NAHA machinery, equipment or vehicles for work-related purposes or while engaged in NAHA business off premises is forbidden except where expressly authorized by NAHA and permitted by state and local laws. This policy applies to all employees, including but not limited to those who have a valid permit to carry a firearm.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to their supervisor immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

IN AN EMERGENCY

Your supervisor should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke. If your supervisor is unavailable, contact the nearest NAHA official.

Should an emergency result in the need to communicate information to employees outside of business hours, your supervisor will contact you. Therefore, it is important that employees keep their personal emergency contact information up to date. Notify your supervisor in the event this information changes.

When events warrant an evacuation of the building, you should follow the instructions of your supervisor or other management or building official. You should leave the building in a quick and orderly manner. You should assemble at the pre-determined location as communicated to you by your supervisor to await further instructions or information.

Please direct any questions you may have about NAHA's emergency procedures to your supervisor.

DRUG AND ALCOHOL FREE WORKPLACE

NAHA has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the residents we serve. The unlawful or improper use of controlled substances or alcohol in the workplace presents a danger to everyone. In addition, as a federal grantee, we have a duty to comply with the requirements of the Drug-Free Workplace Act of 1988. For these reasons, we have established as a condition of employment and continued employment with NAHA the following drug and alcohol free workplace policy.

NAHA has implemented a drug testing program in compliance with state and federal laws.

Employees are prohibited from reporting to work or working while using illegal or unauthorized controlled substances. Employees are prohibited from reporting to work, or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor has advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties. Employees are prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are also prohibited from consuming alcohol during working hours, including meal and break periods.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal substances and alcohol in the workplace including: on NAHA paid time, on NAHA premises, in NAHA vehicles or while engaged in NAHA activities.

In accordance with the Drug-Free Workplace Act of 1988, employees must notify their supervisor of any criminal drug statute conviction for a violation occurring within the workplace within five days of such conviction.

Your employment or continued employment with NAHA is conditioned upon your full compliance with the foregoing drug and alcohol free workplace policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy who is subject to termination, may be permitted in lieu of termination, at NAHA's sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state and local laws.

Consistent with its fair employment policy, NAHA maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their drug or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves, or others. NAHA will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures, consistent with NAHA's policies and applicable federal, state and local laws.

NAHA further reserves the right to take any and all appropriate and lawful actions necessary to enforce this drug and alcohol free workplace policy including, but not limited to, the inspection of NAHA issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when NAHA has

reasonable suspicion to believe that the employee has violated this drug and alcohol free workplace policy.

This policy represents management guidelines only and should not be interpreted as a contract of employment.

Drug and Alcohol Free Awareness Program

In order to maintain a drug and alcohol free workplace, NAHA has established a drug and alcohol free awareness program to educate employees on 1) the danger of drug abuse and alcohol misuse in the workplace; 2) NAHA's drug and alcohol free workplace policy; 3) the availability of any drug and alcohol counseling, rehabilitation, and employee assistance programs; 4) the penalties that may be imposed upon employees for drug abuse and alcohol misuse violations, and violations of NAHA's drug and alcohol free workplace. Such education includes: 1) a discussion of our drug and alcohol free workplace policy at the new employee orientation session; 2) reorientation of all involved employees in cases in which a drug and/or alcohol-related accident or incidents occurs; 3) inclusion of NAHA's drug and alcohol free workplace policy in the Employee Handbook and any other personnel policy publications; 4) discussion by NAHA's safety experts on the hazards associated with drug abuse and alcohol misuse; and 5) videotape presentations on the hazards of drug abuse and alcohol misuse.

RECEIPT OF EMPLOYEE HANDBOOK AND EMPLOYMENT-AT-WILL STATEMENT

This is to acknowledge that I have received a copy of the New Albany Housing Authority Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of my employment with NAHA. I understand and agree that it is my responsibility to read the Employee Handbook and to abide by the rules, policies and standards set forth in the Employee Handbook.

I also acknowledge that my employment with New Albany Housing Authority is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or by NAHA. I acknowledge that no oral or written statements or representations regarding my employment can alter the foregoing. I also acknowledge that no manager or employee has the authority to enter into an employment agreement - express or implied - providing for employment other than at-will.

I also acknowledge that, except for the policy of at-will employment, NAHA reserves the right to revise, delete and add to the provisions of this Employee Handbook. All such revisions, deletions or additions must be in writing and in the form of a board resolution. No oral statements or representations can change the provisions of this Employee Handbook. I also acknowledge that, except for the policy of at-will employment, terms and conditions of employment with NAHA may be modified at the sole discretion of NAHA, with or without cause or notice, at any time. No implied contract concerning any employment-related decision, term of employment or condition of employment can be established by any other statement, conduct, policy or practice.

I understand that the foregoing agreement concerning my at-will employment status and NAHA's right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and New Albany Housing Authority concerning the duration of my employment, the circumstances under which my employment may be terminated and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes all prior agreements, understandings and representations concerning my employment with NAHA.

If I have questions regarding the content or interpretation of this Employee Handbook, I will bring them to the attention of human resources.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

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The New Albany Housing Authority reviewed the results of the Resident Satisfaction Survey and has developed the following follow-up plans:

Daily site inspection, greater enforcement of policies related to neighborhood appearance, and quality assurance as an agency responsibility will be reinforced. Because of the HUD mandate to transition to Project Base Management, the site managers will be trained to be more vigilant in addressing and enforcing lease violations and property upkeep.

The maintenance staff is currently in the process of hiring vinyl guttering and siding specialty persons to update the outside appearance of the buildings. We have recently purchased a new mobile vacuum to handle the removal of trash, litter, and broken glass on our properties.

Maintenance staff will remedy any PHA issues by cleaning or issuing work orders for exterior repairs. Inspectors will do quality control inspections on repairs by the maintenance men. Poor quality work by maintenance will be referred to the maintenance Supervisor for appropriate personnel action, including training, or warnings as needed.

1. All staff will issue warning notices for tenant litter issues. Tenants have 24 hours to remedy the problem related to our tenant exterior responsibility issues (e.g., broken trash bags, unsightly non yard furniture, toys left for over 24 hours.)
2. Site managers will follow-up on the warning notices for compliance and either mark the notice as remedied, or call in a work order for removal by the maintenance department. If maintenance is called for removal, tenant will be issued a \$25 minimum charge for the work order.
3. Repeated violations of litter issues will be referred to the Site Manager as a lease violation.
4. Safety and Health violations will be treated as requiring immediate attention.
5. Reports of graffiti will be addressed within 24 hours, removed or masked and permanently removed as soon as possible.

To address the issue of vacant apartments, we will be assessing marketing strategies for increasing quality occupants through public awareness of what Public Housing has to offer.

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SECTION 8 ADMINISTRATIVE PLAN

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the New Albany Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the ground of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the New Albany Housing Authority housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the New Albany Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the issuance of voucher, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the New Albany Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The New Albany Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The New Albany Housing Authority will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

1.2 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the New Albany Housing Authority housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy

clarifies how people can request accommodations and the guidelines the New Albany Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the New Albany Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

1.3 COMMUNICATION

Notifications of reexamination, and applications will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests will be in writing.

1.4 QUESTIONS TO ASK IN GRANTING THE ACOMMODATION

A. Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the New Albany Housing Authority will obtain verification that the person is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the New Albany Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The New Albany Housing Authority will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The New Albany Housing Authority's business is housing. If the request would alter the fundamental business that the New Albany Housing Authority conducts, that would not be reasonable. For instance, the New Albany

Housing Authority would deny a request to have the New Albany Housing Authority do grocery shopping for the person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the New Albany Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the New Albany Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the New Albany Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the New Albany Housing Authority's programs and services, the New Albany Housing Authority retains the right to select the most efficient or economic choice.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

The New Albany Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. The following languages will be covered:

Spanish

1.6 FAMILY/OWNER OUTREACH

The New Albany Housing Authority will publicize the availability and nature of the Section 8 Program for extremely low-income, and very low families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons, who cannot or do not read newspapers, the New Albany Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The New Albany Housing Authority will also try to utilize public service announcements.

The New Albany Housing Authority will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The New Albany Housing Authority will hold individual and group briefings for owners who participate in or who are seeking information about the Section 8 Program. Owners and managers participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the New Albany Housing Authority helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet New Albany Housing Authority staff.

The New Albany Housing Authority will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

1.7 RIGHT TO PRIVACY

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

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

1.8 REQUIRED POSTINGS

The New Albany Housing Authority will post in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)

- C. Address of all New Albany Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

2.0 NEW ALBANY HOUSING AUTHORITY/OWNER RESPONSIBILITY/OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the New Albany Housing Authority, the Section 8 Owners/Landlords, and the participating families.

2.1 NEW ALBANY HOUSING AUTHORITY RESPONSIBILITIES

- A. The New Albany Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the New Albany Housing Authority Section 8 Administrative Plan.
- B. In administering the program, the New Albany Housing Authority must:
 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
 2. Explain the program to owners and families;
 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
 6. Make efforts to help disabled persons find satisfactory housing;
 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;

8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
12. Determine the amount of the housing assistance payment for a family.
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust New Albany Housing Authority utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the New Albany Housing Authority, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain New Albany Housing Authority decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain New Albany Housing Authority decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Administer an FSS program.

2.2 OWNER RESPONSIBILITY

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract, and the Tenancy Addendum (form HUD-52641-A).
- B. The owner is responsible for:
 - 1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
 - 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 - 3. Complying with equal opportunity requirements.
 - 4. Preparing and furnishing to the New Albany Housing Authority information required under the HAP contract.
 - 5. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
 - c. Any charges for unit damage by the family.
 - 6. Enforcing tenant obligations under the lease.
 - 7. Paying for utilities and services (unless paid by the family under the lease.)
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

2.3 OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the program.

- A. Supplying required information.
 - 1. The family must supply any information that the New Albany Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or

eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by the New Albany Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing New Albany Housing Authority Inspection

The family must allow the New Albany Housing Authority to inspect the unit at reasonable times and after at least 2 days notice.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must notify the New Albany Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

F. Owner Eviction Notice

The family must promptly give the New Albany Housing Authority a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. The New Albany Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the New Albany Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the New

Albany Housing Authority to add any other member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify the New Albany Housing Authority if any family member no longer resides in the unit.
4. If the New Albany Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The New Albany Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the New Albany Housing Authority consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

The family must supply any information or certification requested by the New Albany Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any New Albany Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the New Albany Housing Authority for this purpose. The family must promptly notify the New Albany Housing Authority of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the New Albany Housing Authority for absences exceeding 30 days. The New Albany Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the New Albany Housing Authority

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the New Albany Housing Authority screening criteria in order to be admitted to the Section 8 Program.

3.2 ELIGIBILITY CRITERIA

- A. Family status.

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, civil union, adoption or affinity that lives together or will 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 purposes of determining bedroom size, but are not considered family members for determining income limit.
2. An **elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides
3. A **near elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
 - c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
4. A **disabled family**, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
5. A **displaced family** is a family in which each member, or whose sole

member, has been displaced by disaster (e.g. flood, fire, earthquake); governmental action (code enforcement, neighborhood redevelopment); housing owner action; avoidance of reprisal; and hate crimes.

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

B. *Income eligibility*

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be:
 - a. A very low-income family;
 - b. A low-income family continuously assisted under the 1937 Housing Act;
 - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
 - d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
 - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
 - f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income increases the assistance will decrease.
3. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
4. Families who are moving into the New Albany Housing Authority's

jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.

5. Families who are moving into the New Albany Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the New Albany Housing Authority program.
6. Income limit restrictions do not apply to families transferring units within the New Albany Housing Authority Section 8 Program.

C. Citizenship/Eligible Immigrant status

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)).

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5(K) for calculating rents under the noncitizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

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

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:

- a. A provision authorizing HUD and the New Albany Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - b. A provision authorizing HUD or the New Albany Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
 - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
 - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.
- F. Suitability for tenancy. The New Albany Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The New Albany Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, the New Albany Housing Authority will require checks from law enforcement agencies where the individual had lived.

The New Albany Housing Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

Additional screening is the responsibility of the owner. Upon the request of a prospective owner, the New Albany Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

G. ELIGIBILITY OF STUDENTS FOR SECTION 8 HOUSING

No Section 8 assistance shall be provided per 24 CFR 5.612 to any individual who:

1. Is under 24 years of age;
2. Is enrolled as a student at an institution of higher learning;
3. Is not a veteran of the United States military;
4. Is unmarried;
5. Does not have a dependent child;
6. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive Section 8 assistance.

If the student under the age of 24 who is not a veteran, is unmarried, does not have a dependent child and is applying for Section 8 assistance may otherwise be eligible for Section 8 assistance if the student and the parents (the parents individually and jointly) are both income eligible. If it is determined that the parents are not income eligible, the student is ineligible to receive section 8 assistance.

A student under the age of 24 may be income eligible for Section 8 assistance where the student can demonstrate the absence of, or his or her independence from, parents. These practices and criteria include but are not limited to consideration of all of the following:

1. The individual must be of legal contract age under state law.
2. The individual must have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or meets the U.S. Department of Education's definition of an independent student:
 - a. Be at least 24 years old by December 31 of the award year for which aid is sought;
 - b. Be an orphan or a ward of the court through the age of 18;
 - c. Be a veteran of the U.S. Armed Forces;
 - d. Have legal dependents other than a spouse (for example, dependent children or an elderly dependent parent);
 - e. Be a graduate or professional student; or
 - f. Be married.
3. The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
4. The individual must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.

NAHA will verify a student's independence from his or her parents by taking into consideration the following:

1. Reviewing and verify previous address information to determine evidence of a separate household, or verifying the student meets the definition of an “independent student” as noted previously.
2. Reviewing prior year income tax returns to verify if a parent or guardian has claimed the student a dependent.
3. Verifying income provided by a parent by requiring a written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by persons not living in the unit is part of annual income.
 - a. NAHA will accept a declaration and certification of income from parents that includes a penalty of perjury.
 - b. NAHA reserves the right to request and review supporting documentation when it fills the declaration, certification, or eligibility of the parents is in question. Supporting documentation includes but is not limited to: Internal Revenue Services (IRS) tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, TANF award letters, Social Security award letters, other official and authentic documents from a Federal, State or local agency.

This HUD requirement only affects those students applying for Section 8 assistance and those students who are already residing in a Section 8 unit without his or her parents. It does not apply to students residing in a Section 8 assisted unit with his or her parents or who reside with parents who are applying to receive Section 8 assistance.

For the purposes of determining eligibility of the student under the age of 24 who is not a veteran, is unmarried, does not have a dependent child, any financial assistance (in excess of amounts received for tuition) that an the student receives shall be considered income to that individual. This does not include the student over the age of 23 with dependent children.

1. Financial assistance does not include loan proceeds.
2. The financial assistance of a student residing with his or her parents will continue to be excluded from annual income.

All student applicants for Section 8 assistance must meet all other HUD requirements that determine eligibility for Section 8 assistance.

A student under the age of 24 who is not a veteran, unmarried, does not have a dependent child and who is currently receiving section 8 assistance, if at recertification is determined to be ineligible, will have his or her assistance terminated.

1. For students occupying units at NAHA project-based section 8 site at Valley View Court cannot and will not evict the student as long as he or she is in compliance with his or her lease.
 - a. As long as the student remains in the unit he or she will not be eligible for section 8 assistance.
 - b. If the student moves from the household the remaining members of the household may again be eligible for section 8 assistance, if available.
 - 1) If the household composition no longer qualifies the household for the unit size, the household may be required to move to an appropriate size unit when one is available, or, with approval may move in another eligible person as a member of the household and remain in the same unit.

Upon notification or denial or termination of assistance, the household is entitled to request an informal hearing to discuss the reasons for the denial or termination. The request for appeal must be in writing and received within ten days of the date of the original notification.

4.0 MANAGING THE WAITING LIST

4.1 *OPENING AND CLOSING THE WAITING LIST*

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. This will be done when the waiting list is adequate for available program funding. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media. The New Albany Housing Authority will not discriminate against any family based on race, color, religion, sex, disability, familial status, or national origin.

4.2 *TAKING APPLICATIONS*

Families wishing to apply for the Section Eight Housing Choice Voucher Program will be required to complete an application for housing assistance.

Application packets and preliminary applications are available during regular business hours at 211 Erni Ave, New Albany, Indiana. Or, applications will be mailed to interested families upon request.

If it is anticipated that the Section 8 waiting list is going to exceed three months preliminary applications will be accepted. However if the waiting list is anticipated to be less than three-months the following paragraphs will apply.

Applicants will make an appointment for the completion of the application. The completed application will be dated and time stamped.

Persons with disabilities who require a reasonable accommodation in completing an application may call the New Albany Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDDY) is available. The TDDY telephone number is (812) 948-4820.

An applicant may at any time report changes in family composition, income, or preference factors. The New Albany Housing Authority will annotate the applicant's file and will update the waiting list. Confirmation of the changes will be made to the family in writing.

When the family nears the top of the waiting list, the New Albany Housing Authority will ensure that verification of preferences, eligibility, and suitability selection factors are current in order to determine the family's final eligibility for admission into the housing assistance program.

4.3 ORGANIZATION OF THE WAITING LIST

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

- A. The application will be a permanent file;
- B. The waiting list will be maintained in order of preference and then in order of date and time of application;
- C. Any contact between the New Albany Housing Authority and the applicant will be documented in the applicant file.

Note: The waiting list will not be maintained by bedroom size under current HUD regulations.

4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be near being offered assistance, the family's waiting list preference will be verified. If 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 New Albany Housing Authority must notify the family in writing of this determination, and give the family the opportunity for an informal review.

4.5 MISSED APPOINTMENTS FOR TAKING APPLICATIONS

Applications will be taken on a walk-in basis unless an applicant requests an appointment time.

4.6 PURGING THE WAITING LIST

The New Albany Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The New Albany Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments;
or
- C. The applicant does not meet either the eligibility or screening criteria for the program.
- D. If the applicant misses a scheduled briefing without calling to reschedule the applicant will be sent a notice giving them a week to respond. The notice will include the statement that if the applicant fails to respond to the notice the applicant will be removed from the waiting list.

4.8 GROUNDS FOR DENIAL

The New Albany Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process including evidence of citizenship or eligible immigration status;

- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process or fails to sign consent forms for obtaining information;
- E. 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.
- F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs or if any member of the family has been evicted from federally assisted housing for serious violation of the lease.
- G. 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;
- H. Have a family member who was evicted from federally assisted housing within the last three years;
- I. Have a family member who illegally used, or possessed for personal use, a controlled substance, within three years of the date of notice of determination of denial of assistance per 982.553 (b). The NAHA may waive the requirement if:
 - 1. Has an addiction to a controlled substance, has a record of such impairment, or is regarded as having such an impairment; and
 - 2. Is recovering, or has recovered from such addiction and does not currently use or possess controlled substances.
 - 3. The person has otherwise been rehabilitated successfully; or
 - 4. The person is participating in a supervised drug or alcohol rehabilitation Program.
- J. Have engaged in or threatened abusive or violent behavior towards any New Albany Housing Authority staff or residents;
- K. Have a family household member who has been terminated under the Certificate or Voucher Program;

- L. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);
- M. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life);
- N. If the Housing Authority has reason to believe that any household member's abuse or pattern of abuse of alcohol threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- O. See 3.G. Eligibility of Students for Section 8 Housing.
- P. That an applicant or participant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant.

4.9 NOTIFICATION OF NEGATIVE ACTIONS

When deciding to deny, the New Albany will consider circumstances regarding the family's action or failure to act, including the seriousness of the case and the effects on family members who were not involved in the action or failure to act. Any applicant whose name is being removed from the waiting list will be notified by the New Albany Housing Authority, in writing, that they have ten (10) 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 New Albany Housing Authority's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the New Albany Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the New Albany Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

4.10 INFORMAL REVIEW

If the New Albany Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the New Albany Housing Authority will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 days of the denial. The New Albany Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1 WAITING LIST ADMISSIONS

The Housing Authority will admit an applicant for participation in the program from the waiting list.

5.2 PREFERENCES

The New Albany Housing Authority will select families based on the following preferences.

- A. Elderly/Disabled/Displaced person(s):
- B. Substandard Housing/Homeless/Victims of Domestic Violence
- C. Working Families (including Education/Job training programs). Fulltime employment defined as 30hours, and fulltime students as defined by the institution
- D. Veteran
- E. Date/Time

5.3 SELECTION FROM THE WAITING LIST

Based on the above preferences, all families will be assigned point values that will aggregate.

The date and time of application will be 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.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the New Albany Housing Authority retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

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

6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

The New Albany Housing Authority will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

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

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex **will** share a bedroom.
- B. Children of the opposite sex will be eligible for separate bedrooms
- C. Adults and children will not be required to share a bedroom.

- D. Foster—adults and children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

The New Albany Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by the New Albany Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

6.1 BRIEFING

When the New Albany Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;

- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the total family contribution share may not exceed 40% of the family's monthly adjusted income toward the gross rent of the unit.

6.2 PACKET

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

- A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;
- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;

- J. The HUD brochure on how to select a unit (“A Good Place to Live”);
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure “Fair Housing: Equal Opportunity for All;” and a copy of the housing discrimination complaint form;
- M. A list of landlords or other parties known to the New Albany Housing Authority who may be willing to lease a unit to the family or help the family find a unit;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the New Albany Housing Authority that may be available;
- O. The family’s obligations under the program;
- P. The grounds upon which the Housing Authority may terminate assistance because of the family’s action or inaction;
- Q. New Albany Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- R. The New Albany Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

The New Albany Housing Authority issues only Housing Choice Vouchers.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the New Albany Housing Authority will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will submit proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt

of inspection request from the family and owner. The 15 day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

6.4 TERM OF THE VOUCHER

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in prior to the expiration date. No more than two 30 day extensions will be granted.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, or determines other good cause, the Housing Authority can approve additional time as needed.

Upon submittal of a completed request for approval of tenancy form, the New Albany Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. The New Albany Housing Authority will not consider multiple requests for tenancy.

6.5 APPROVAL TO LEASE A UNIT

The New Albany Housing Authority will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approvable and includes the language of the tenancy addendum;
- E. The rent to owner is reasonable;
- E. The family contribution toward the gross rent of the unit does not exceed 40% of their monthly adjusted income.
- E. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

- A. The unit passes the Housing Authority HQS inspection;
- B. The landlord and tenant sign the approved lease that includes the HUD required addendum; or the HA provided lease
- C. HAP Contract

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

6.6 NEW ALBANY HOUSING AUTHORITY DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes; or
- F. The owner has not paid State or local real estate taxes, fines, or assessments.
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
 - 1. premises by tenants, New Albany Housing Authority employees or owner employees; or
 - 2. residences by neighbors;
- H. Other conflicts of interest under Federal, State, or local law.

6.7 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;

- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner or by a person with any interest in the unit;
- G. A unit receiving any duplicative Federal, State, or local housing subsidy.

The New Albany Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing
- E. Single room occupancy housing

The New Albany Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing
- D. Manufactured home space rentals

6.8 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The New Albany Housing Authority will issue the family a new voucher if the family does not owe the New Albany Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a voucher within the last 12 months, and if the New Albany Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

7.1 *WHEN A FAMILY MAY MOVE*

For families already participating in the Housing Choice Voucher Program, the New Albany Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant (If such action does not imply a violation that is subject to termination of assistance); or
- C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

7.2 *PROCEDURES REGARDING FAMILY MOVES*

Families considering transferring to a new unit will be scheduled for a re-examination and to attend a mover's briefing. All families who are moving, including any families moving into or out of the New Albany Housing Authority's jurisdiction, will be required to attend a mover's briefing prior to the New Albany Housing Authority entering a new HAP contract on their behalf.

This briefing is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
- D. An explanation that the total family contribution may not exceed 40% of the family's monthly adjusted income toward the gross rent of the unit.
- E. Portability requirements and opportunities;

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days or be less than 30 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the New Albany Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the New Albany Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the New Albany Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must provide written notification to the landlord, via the New Albany Housing Authority,

Failure to follow the above procedures may subject the family to termination from the program.

8.0 PORTABILITY

8.1 *GENERAL POLICIES OF THE NEW ALBANY HOUSING AUTHORITY*

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the New Albany Housing Authority at the time the family first submits its application for participation to the New Albany Housing Authority may lease a unit anywhere in the jurisdiction of the New Albany Housing Authority or outside the New

Albany Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of the New Albany Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the New Albany Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the New Albany Housing Authority.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the New Albany Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the New Albany Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, the New Albany Housing Authority will not issue a voucher, and will terminate assistance in compliance with Section 17.0, Grounds for Termination of the Lease and Contract. However, per the Violence Against Womens Act (VAWA) Section 8@5) NAHA will not terminate or deny portable voucher assistance to a family who is otherwise in compliance with program rules moved out of a previous assisted unit in order to “protect the health and safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonable believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.”

8.2 INCOME ELIGIBILITY

A. New Admission

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.

- B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

8.4 PORTABILITY PROCEDURES

- A. When the New Albany Housing Authority is the Initial Housing Authority:
 - 1. The New Albany Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
 - 2. The New Albany Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
 - 3. The New Albany Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.
 - 4. The New Albany Housing Authority will, within ten (10) calendar days, notify by phone, fax, or e-mail the Receiving Housing Authority to expect the family.
 - 5. The New Albany Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, form HUD-52665, Housing Choice Voucher, Birth Certificate(s), Social Security Card(s) and other related verification information.
- B. When the New Albany Housing Authority is the Receiving Housing Authority:
 - 1. When the portable family requests assistance from the New Albany Housing Authority, the New Albany Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the New Albany Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
 - 2. The New Albany Housing Authority will issue a voucher to the family. The term of the New Albany Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The New Albany Housing Authority will determine whether to extend the

voucher term. The family must submit a request for tenancy approval to the New Albany Housing Authority during the term of the New Albany Housing Authority's voucher.

3. The New Albany Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the New Albany Housing Authority's subsidy standards.
4. The New Albany Housing Authority will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
5. If the New Albany Housing Authority opts to conduct a new reexamination, the New Albany Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
6. In order to provide tenant-based assistance for portable families, the New Albany Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the New Albany Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

C. Absorption by the New Albany Housing Authority

1. If funding is available under the consolidated ACC for the New Albany Housing Authority's Housing Choice Voucher Program when the portable family is received, the New Albany Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the New Albany Housing Authority's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
 - a. As the Initial Housing Authority, the New Albany Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family.

The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

- b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

To determine annual income, the New Albany Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the New Albany Housing Authority subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

9.2 INCOME

A. Annual income means all amounts, monetary or not, that:

- 1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- 2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- 3. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.

- a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
 - b. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
 - c. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.
- 7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
 - 8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

9.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
 - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only

for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment 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 child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program

9.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
 - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance

with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.

E. Child care expenses.

9.5 EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES

The following persons will qualify for the HUD income disallowance under CFR 5.617. Previously unemployed a persons with disabilities who have earned, in the twelve months previous to employment, no more than would be received for ten hours of work per week for 50 weeks at the established minimum wage. Qualified families whose annual income increases as a result of:

- A. Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;
- B. Increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training training;
- C. New employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs.

Disallowance of increase in annual income will be applied as follows

- A. Initial twelve month exclusion. During the cumulative twelve month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in income attributable to employment, the New Albany Housing Authority must exclude from annual income of a qualified family any increase in income of the employment over prior income of that family member.
- B. Second twelve month exclusion and phase-in. During the second cumulative twelve month period after the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the New Albany Housing Authority must exclude from

annual income of a qualified family fifty percent of any increase in income of that family member prior to the beginning of such employment.

- C. Maximum four year disallowance. The disallowance of increased income of an individual family member who is a person with disabilities as provided above is limited to a lifetime 48 month period.

The disallowance of increases in income as a result of employment of persons with disabilities under this section does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

10.0 VERIFICATION

Per SEMAP requirements the Section Eight Coordinator will conduct an audit on selected records to determine:

- A. Third party documentation has been obtained for:
 - 1) income, assets, and deductions
 - 2) correct utility allowance is used
 - 3) allowances have been correctly been attributed and calculated
- B. Audits will be conducted randomly throughout the year with a copy of the audit form, any explanations, comments, etc.
- C. The Audit Forms will be kept on file.

10.1 ACCEPTABLE METHODS OF VERIFICATION

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

The New Albany Housing Authority will attempt to verify income through the upfront income verification method. If not available information will be verified by third party verification. This type of verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). It may also be a report generated by a request from the New Albany Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file.

If after two attempts, documented by New Albany Housing Authority staff with no luck, NAHA staff will attempt oral third party verification documenting date and time of contact. 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 the above documentation cannot be obtained, the New Albany Housing Authority will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the New Albany Housing Authority has been unable to obtain third party verification. 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 New Albany Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

10.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the New Albany Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail, fax, or e-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	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	condition	
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
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' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out-of-pocket expenses incurred in order to participate in a program 	N/A

10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

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

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

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62

years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

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

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

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

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

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

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

If the New Albany Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

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

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the New Albany Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other

governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security Number they will be required to sign a statement to this effect. The New Albany Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

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

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.5 TIMING OF VERIFICATION

Verification must be dated within 60 days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

10.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 GENERAL

The New Albany Housing Authority issues housing choice vouchers to applicants, movers, and families entering the jurisdiction through portability.

11.2 RENT REASONABLENESS

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If the Housing Authority or HUD directs that reasonableness be re determined.

11.3 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

The Housing Authority will develop a points system through which to compare gross rents of units.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.4 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the New Albany Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

11.4.1 SETTING THE PAYMENT STANDARD

HUD requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The New Albany Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The New Albany Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The New Albany Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

The New Albany Housing Authority may establish a high payment standard within the basic range (90% - 110%) if required as a reasonable accommodation for a family that includes a person with disabilities.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

11.4.2 Selecting the Correct Payment Standard for a Family

- A. For the voucher tenancy, the payment standard for a family is the lower of:
 - 1. The payment standard for the family unit size; or
 - 3. The payment standard amount for the size of the dwelling unit rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
 - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
 - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.
- F. If the New Albany Housing Authority lowers its payment standard, the payment standard in effect on the effective date of the HAP contract will remain in effect until the family moves to another unit, has a change in its family size or composition, or until the second annual reexamination after the New Albany Housing Authority decreases its payment standard.
- G. Decreases in the applicable payment standard due to changes in family size or composition are effective as of the next (annual) reexamination following the change. At the time, the new family size will be used to determine the payment standard.

11.4.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

11.5 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of monthly income
2. 30% of adjusted monthly income
3. Minimum rent
4. The welfare rent (if applicable)

B. Minimum Rent.

The New Albany Housing Authority has set the minimum rent as \$ 50.00. However, if the family requests a hardship exemption, the New Albany Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
 - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;

- b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 - e. When a death has occurred in the family.
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
 3. If the hardship is determined to be temporary, the minimum rent is suspended for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent is reinstated retroactively to the date of the suspension. The New Albany Housing Authority will offer to execute a reasonable repayment agreement to cover the minimum rent changes accumulated during the suspension period.
 4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
 5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Housing Choice Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
3. For new admissions and moves the total family contribution toward the gross rent of the unit shall not exceed 40% of the adjusted monthly income.

D. Section 8 Preservation Vouchers

1. Payment Standard

- a. A family that stays in the same unit and receives enhanced voucher assistance will receive a special payment standard. If the gross rent exceeds the New Albany Housing Authority's payment standard, the payment standard used to calculate the voucher payment is the gross rent of the unit (new rent to owner plus the applicable payment standard).
- b. Minimum rent will be the gross rent of the unit the tenant was paying at pre-payment.
- c. If the dwelling unit is located in an exception area, the New Albany Housing Authority will use the appropriate payment standard for the exception area.
- d. During the HAP contract term, the payment standard for the family is the higher of :
 - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
 - ii. The payment standard as determined in accordance with paragraph (1)(a) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- e. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
 - i. Paragraph (c) of this section does not apply; and
 - ii. The new family unit size must be used to determine the payment standard.

2. The New Albany Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

- a. The payment standard minus the total tenant payment; or
 - b. The gross rent minus the total tenant payment.
3. Those funds received for this project but not utilized are converted to regular Housing Choice Vouchers with normal NAHA and HCV regulations applying instead of those specifically stated in PIH 2000-41 for those families staying at Valley Ridge or moving from Valley Ridge with the preservation voucher.

E. Manufactured Home Space Rental: Section 8 Vouchers

- 1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
- 2. The space rent is the sum of the following as determined by the Housing Authority:
 - a. Rent to the owner for the manufactured home space;
 - b. Owner maintenance and management charges for the space; and
 - c. Utility allowance for tenant paid utilities.
- 3. The participant pays the rent to owner less the HAP.
- 4. HAP equals the lesser of:
 - a. The payment standard minus the total tenant payment; or
 - b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

F. Rent for Families under the Non-citizen Rule

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

- 1. The family was receiving assistance on June 19, 1995;
- 2. The family was granted continuation of assistance before November 29, 1996;

3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The New Albany Housing Authority will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the New Albany Housing Authority will provide additional search periods up to the maximum time allowable.

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

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

1. Determine the gross rent of the unit.
2. Determine HAP, taking into consideration the income of all family members, regardless of their eligibility status.
3. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household.
4. Multiply the HAP calculated in Step 2 by the number calculated in Step 3 to determine the family's eligible subsidy portion.
5. The amount of rent the family will pay will be the gross rent (step 1) less the prorated HAP calculated in Step 4.

G. SHARE VOUCHERS

The New Albany Housing Authority received 20 share vouchers effective 09/01/2000. All Housing Choice Vouchers program regulations apply.

H. DESIGNATED VOUCHERS

The New Albany Housing Authority received 200 Designated Vouchers effective November 1, 2000. These vouchers are specifically designated for non-elderly disabled families.

1. Eligible participants.
 - a. Only non-elderly disabled families that are income eligible under 24 CFR 982.201(b) and who live in public housing that has been designated for occupancy by the elderly, or non-elderly disabled families who are on the PHA's public housing waiting list, may receive a voucher awarded in conjunction with an approved designated housing plan. Such families need not be listed on NAHA's Section 8 waiting list in order to be offered and receive a Section 8 voucher. These families will be admitted to the Section 8 program as a special admission (24 CFR 982.203).
2. Voucher assistance requirements. NAHA will administer the Section 8 vouchers in accordance with HUD regulations and requirements governing the Section 8 Housing Choice Voucher Program, and the New Albany Housing Authority Administrative Plan.
3. Section 8 admission requirements. Section 8 assistance will be provided to eligible applicants in conformity with regulations and requirements governing the Section 8 Housing Choice Voucher Program and those listed in NAHA's administrative plan.
4. When a voucher becomes available for re-issuance, the rental assistance may be used only for another individual or family eligible for assistance under this section subject to appropriations for renewal funding, from the date the rental assistance is placed under the annual contributions contract (ACC).
5. NAHA responsibilities:
 - a. Where requested by an individual, assist participants to gain access to supportive services available within the community.
 - b. Identify public and private funding sources to assist participants with disabilities in covering the costs of structural alterations and other accessibility features that are needed as accommodations for their disabilities.
 - c. Not deny person who qualify for rental assistance under this program other housing opportunities, or otherwise restrict access to NAHA programs to eligible applicants who choose not to participate.
 - d. Provide Section 8 search assistance.
 - e. In accordance with regulatory guidance, provide higher rent to owners necessary for the provision of accessible units and structural modifications for persons with disabilities.

- f. Provide technical assistance to owners for making reasonable accommodations or making units accessible to person with disabilities.

I. FAMILY UNIFICATION PROGRAM (FUP)

The New Albany Housing Authority received 50 FUP Vouchers effective January 1, 2001.

- 1. Families must meet the following criteria to be eligible for FUP:
 - a. The lack of adequate housing* is a primary reason for the imminent placement of a family's child or children in out-of-home care, or in the delay in reuniting a child(ren) who are in out-of-home care with the family - as determined by Child Welfare Agency (CWA); and,
 - b. The family qualifies for the Section 8 rental assistance as determined by the Housing Authority of the City of New Albany.

*Families facing a "lack of adequate housing" may be: living in substandard or dilapidated housing, homeless, or living in overcrowded conditions. They may also have been voluntarily or involuntarily displaced from their homes by domestic violence.

- 2. Procedures for administering the PHA Section 8 waiting list
 - a. The NAHA first reviews its waiting list for any CWA referred families; these families will be among the first served through FUP assistance, once they are determined to meet Section 8 criteria.
 - b. If the NAHA waiting list is closed, then NAHA will open the list for FUP eligible families only. These families must be referred by the CWA and placed on the Section 8 waiting list (assuming no FUP vouchers are available) and coded as FUP eligible. NAHA will then disburse FUP vouchers to families according to their rank order on the Section 8 waiting list.
 - c. If NAHA's Section 8 waiting list is open, FUP families will be added to the waiting list (if no FUP units are available) and coded as FUP eligible. FUP families will then be served according to their rank and order on the waiting list.
- 3. FUP eligible families on the PHA Section 8 waiting list will be offered housing based on:
 - a. The availability of a Family Unification Program Section 8 Voucher; and
 - b. Their rank and order on the Section 8 waiting list.
- 4. Section 8/FUP grievance procedures
 - a. All persons applying for the Family Unification Program can request an informal Hearing from the PHA on their Section 8 application (per HUD 24CFR, Section 982.554).
 - b. NAHA will be responsible for defending its decisions pertaining to family's eligibility for Section 8 rental assistance and will follow standard Section 8 informal hearing procedures, as set forth in this board approved administrative plan.

- c. The Floyd County Division of Family and Children (DFC), Child Protective Services will be responsible for defending its FUP eligibility determinations.
5. NAHA Responsibilities:
- a. Accept families certified by the Floyd County DFC CPS as eligible for FUP. NAHA, upon receipt of the DFC list of families currently in the DFC caseload, must compare the names with those of families already on NAHA's Section 8 waiting list. Any family on NAHA's Section 8 waiting list that matches with the DFC CPS list must be assisted in order of their position on the waiting list in accordance with PHA admission policies. Any family certified by the DFC CPS as eligible and not on the waiting list, will be added to the waiting. If NAHA has a closed Section 8 waiting list, NAHA will reopen the waiting list to accept the FUP applicant family who is not currently on NAHA's Section 8 waiting list.
 - b. Determine if any families with children on its waiting list are living in temporary shelters or on the street and may qualify for FUP, and refer such applicants to the Floyd County DFC CPS.
 - c. Determine if families referred by Floyd DFC CPS are eligible for Section 8 assistance and place eligible families on the Section 8 waiting list.
 - d. Amend the administrative plan in accordance with applicable program regulations and requirements.
 - e. Administer the vouchers in accordance with applicable program regulations and requirements.
 - f. Assure the quality of the evaluation that HUD intends to conduct on the FUP and cooperate with and provide requested data to the HUD office or HUD-approved contractor responsible for program evaluation.
 - g. NAHA will comply with all actions to be taken by NAHA as specified by the Memorandum of Understanding (MOU) between NAHA and the Floyd County Division of Family and Children, Child Protective Services.
6. Section 8 Voucher Assistance
- a. The FUP provides funding for rental assistance under the Section 8 Housing Choice Voucher Program. NAHA will administer this program in accordance with HUD's regulations governing the Section 8 Housing Choice Voucher Program. If a Section 8 voucher for a family under this program is terminated, the voucher will be reissued to another FUP eligible family for five years from the initial date of execution of the Annual Contributions Contract subject to the availability of renewal funding.

11.6 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the **Section 8 Coordinator**.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each annual reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the New Albany Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the New Albany/Floyd County jurisdiction.

11.8 CHANGE OF OWNERSHIP

The New Albany Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the New Albany Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the New Albany Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Deed of Trust showing the transfer of title, or HUD Settlement Statement; and
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9, and Landlord Certification. The New Albany Housing Authority may withhold the rent payment until the taxpayer identification number is received.

12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

The New Albany Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Housing Choice Voucher Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The New Albany Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the New Albany Housing Authority will only schedule one more inspection. If the family misses two inspections, the New Albany Housing Authority will consider the family to have violated a Family Obligation and their assistance will be terminated.

12.1 TYPES OF INSPECTIONS

There are seven types of inspections the New Albany Housing Authority will perform:

- A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.
- E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

- F. Move Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- G. Quality Control Inspection – per SEMAP requirements the New Albany Housing Authority will conduct supervisory inspections of units based on the following formula: five inspections for the first 50; and one each for every 50 thereafter. Based on 408 vouchers NAHA will conduct a minimum of 13 inspections.

12.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for HQS

- 1. The owner must maintain the unit in accordance with HQS.
- 2. If the owner fails to maintain the dwelling unit in accordance with HQS, the New Albany Housing Authority will take prompt and vigorous action to enforce the owner obligations. The New Albany Housing Authority's remedies for such breach of the HQS include termination, or abatement of the HAP contract.
- 3. The New Albany Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the New Albany Housing Authority and the New Albany Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any New Albany Housing Authority approved extension).
- 4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the New Albany Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

- 1. The family is responsible for a breach of the HQS that is caused by any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;

- b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any New Albany Housing Authority approved extension).
 3. If the family has caused a breach of the HQS, the New Albany Housing Authority will take prompt and vigorous action to enforce the family obligations. The New Albany Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirements

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

- b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex may be eligible for separate rooms.
- c. Unit windows located on the first floor, at the basement level, on a fire escape, porch, or other outside space that can be reached from the ground and that are designed to be opened must have a locking device. (Windows with sills less than six feet off the ground are considered accessible). Traditional window locks, those provided by storm/screen combination windows, window pins, and nails are acceptable. Windows leading to a fire escape or required to meet ventilation requirements may not be nailed shut.
- d. Doors leading to the outside and common hallways, fire escapes, and porches or otherwise accessible from the ground must have locks. No specific type of lock is required.
 - (i) The presence of only a chain lock is not acceptable and will not permit the unit to pass.
 - (ii) A single bolt lock is not acceptable and is inadequate if it is the only lock on the only door.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body. From October 1 through May 1 the unit has to maintain a thermal environment of 68 degrees.

2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (or cooling if system present) either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.
- c. The tenant must be able to control the thermal environment, i.e., thermostat in the unit.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must not pose a fire hazard.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather proof.
- c. The foundation and exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working safely. A current city or state inspection certificate suffices to determine working condition of the elevator.
- f. Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies, and stoops are thirty inches off the ground.
- g. Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of air pollutant levels that threaten the occupant's health.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit. Air conditioning provides adequate circulation as do ceiling and vent fans.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation. The ventilating fan must operate as intended.
- d. Any room used for sleeping must have at least one window. If the window was designed to be openable, it must in proper working order. Windows designed to open must not be painted or nailed shut.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Definitions

- a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
- b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
- c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
- d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two tests taken at least three months apart.
- e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
- f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm^2), or 0.5 % by weight or 5000 parts per million (PPM).

2. Performance Requirements

- a. The purpose of this paragraph of this section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42

U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

- b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
- d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.
- f. The requirements in this paragraph apply to:
 - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
 - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
 - iii. Exterior surfaces.

- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph e of this Section.
- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces:
 - i. Within the unit;
 - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
 - iv. Exterior surfaces associated with the unit.
- j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.
- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
 - i. A defective paint surface shall be treated if the total area of defective paint on a component is:
 - (1) More than 20 square feet on an exterior wall;
 - (2) More than 2 square feet in any one room or space;

- (3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
 - ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
 - iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydroblasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
 - iv. During exterior treatment soil and playground equipment must be protected from contamination.
 - v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
 - vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

- m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a certificate or voucher to move.
- o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

J. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

2. Acceptability Criteria

- a. The unit must have private access.
- b. In case of fire, the building must contain an alternate means of exit such as fire stairs, or windows, including use of a ladder for windows above the second floor.

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

c. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for

living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

- d. If a hearing impaired person is occupying the dwelling unit, the smoke detectors must have an alarm system designed for hearing impaired persons as specified in NFPA 74.

12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA

The New Albany Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the New Albany Housing Authority has received HUD approval to require the following additional criteria:

- A. In each room, there will be at least one exterior window that can be opened and that contains a screen. This applies only to those unit where there is no air conditioning provided, i.e., central air, or window units.
- B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.
- C. Adequate heat shall be considered to be 68 degrees for the months of October 1 through May 1. The thermostat must be located in the tenant's unit.
- D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
- E. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

- A. Correcting Initial HQS Fail Items

The New Albany Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS, the owner and the participant will be advised to notify the New Albany Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed on the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the New Albany Housing Authority will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3)(f)(i).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the New Albany Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B)(i)(c) and 17.0(B)(3).

C. Time Frames for Corrections

1. Emergency repair items must be repaired within 24 hours. See item 12.6 for emergency fail items.
2. Repair of refrigerators, range and oven, a major plumbing fixture supplied, by the owner, and no hot water, must be repaired within 72 hours. Gas and electric shut off during winter months is a 72 hours fix, otherwise they have to be turned on in 30 days.
3. For non-emergency items the owner will have up to 30 days to complete.

D. Extensions

At the sole discretion of the New Albany Housing Authority, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 30 days (60 days if a 30 day extension has been granted) after the initial inspection date, the New Albany Housing Authority will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a

severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

12.6 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- A. No water
- B. Major plumbing leak
- C. Natural gas leak
- D. Broken lock(s) on first floor doors or windows
- E. Broken windows that unduly allow weather elements into the unit
- F. Electrical outlet smoking or sparking
- G. Exposed electrical wires which could result in shock or fire
- H. Unusable toilet when only one toilet is present in the unit
- I. Security risks such as broken doors or windows that would allow intrusion
- J. Other conditions which pose an immediate threat to health or safety
- K. No smoke detector or improperly functioning smoke detector, if the smoke detector in question is the only smoke on its level of the unit.

12.7 ABATEMENT

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, the rent for the dwelling unit may be abated.

The initial abatement period will begin the first day of the month following the month the unit failed and will not exceed 7 days (e.g. unit fails May 14, the abatement will begin June 1). If the corrections of deficiencies are not made within the 7-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the New Albany Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the New Albany Housing Authority will send a notice of termination to both the tenant and the owner.

13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S INSURING RESPONSIBILITIES

This Section only applies to HAP contracts in effect before October 2, 1995. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless the New Albany Housing Authority has performed a move-out inspection. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

- A. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Housing Choice Voucher Program.
- B. No damage claims will be paid under either program effective on or after October 2, 1995.

13.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The New Albany Housing Authority will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the New Albany Housing Authority to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. The New Albany Housing Authority will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owned by the tenant up to the date of HAP termination.

13.2 PARTICIPANT RESPONSIBILITIES

If a damage claim has been paid to an owner, the participant is responsible for repaying the amount to the New Albany Housing Authority. This shall be done by either paying the full amount due immediately upon the New Albany Housing Authority requesting it or through a Repayment Agreement that is approved by the New Albany Housing Authority.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

14.0 RECERTIFICATION

14.1 ANNUAL REEXAMINATION

At least annually the New Albany Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The New Albany Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the interview, the family will provide all information regarding household 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 or faxed to the sources that will verify the family circumstances.

Upon receipt of verification, the New Albany Housing Authority will determine the family's annual income and will calculate their family share.

14.1.1 Effective Date of Rent Changes for Annual Reexaminations

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

If the rent determination is delayed due to a reason beyond the control of the family, then

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

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

14.1.2 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the New Albany Housing Authority taking action to terminate the family's assistance.

14.2 INTERIM RE-EXAMINATIONS

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

Families are required to report the following changes to the New Albany Housing Authority between regular reexaminations. These changes will trigger an interim reexamination.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. Families are required to report changes in income within ten days of the change. In case of employment the change will be reported within days of starting employment and not the first paycheck.

If the family fails to report an increase in income the family will be required to repay the resulting overpayment of assistance. If the family fails to sign a repayment agreement with the New Albany Housing Authority or fails to comply with its terms after signing the repayment agreement, the family's Section 8 assistance will be terminated. The family will be given the opportunity to appeal finding for unreported income, and the termination per the New Albany Housing Authority's appeal process outlined in Section 16.3.

D. Family break-up

In circumstances of a family break-up, the New Albany Housing Authority will make a determination of which family member will retain the certificate or voucher, taking into consideration the following factors:

1. To whom the voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the assistance should remain with the family members remaining in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the New Albany Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the New Albany Housing Authority will make determinations on a case by case basis.

The New Albany Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The New Albany Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the

screening criteria, the New Albany Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

14.2.1 Special Reexaminations

If a family, or any member of the household that is 18 years of age or older has no income, the New Albany Housing Authority will schedule special reexaminations quarterly.

14.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations

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

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

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

14. 3. Unreported Income and Repayment Agreements

A. If the family fails to report an increase in income the family will be required to repay the resulting overpayment of assistance. If the family fails to sign a repayment agreement with the New Albany Housing Authority or fails to comply with its terms after signing the repayment agreement, after a reasonable period of time as defined in 14.3.A.1, the family's Section 8 assistance will be terminated. The family will be given the opportunity to appeal the finding for unreported income, and the termination per the New Albany Housing Authority's appeal process outlined in Section 16.3.

1. The family will not be allowed to exceed three missed payments. Missed payments can be either consecutively or non-consecutively missed payments during the term of the repayment agreement. After three missed payments the family will be terminated. The Housing Authority reserves the right to either make the family pay off the repayment agreement in full or catch up on the missed payments.

2. If the appeal process results in final termination of the family for non-payment of the repayment agreement and the family owes a debt to the Housing Authority, the family will be turned over to the New Albany Housing Authority attorney for further legal action to collect the debt.

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE NEW ALBANY HOUSING AUTHORITY

The Housing Authority may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the New Albany Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
- D. If any member of the family has ever been evicted from federally assisted housing in the last three years.
- E. If the New Albany Housing Authority or any other housing authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
- F. If any member of the family commits drug-related criminal activity, or violent criminal activity.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- H. If the family currently owes rent or other amounts to the New Albany Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease (Damage or vacancy claims).
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to the Housing Authority.
- K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the New Albany Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- O. If any member of the household has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.
- P. If any member of the household is fleeing to avoid prosecution, custody, or confinement other conviction, for a crime or an attempt to commit a crime that is a felony.
- Q. If a family member is violating a condition of probation or parole imposed under federal or state law.
- R. NAHA may terminate assistance for criminal activity by a household member under CFR 982.553(c) if NAHA determines, based on a preponderance of evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity.
- S. Criminal activity directly relating to domestic violence, dating, violence, or stalking shall not be considered cause for termination of assistance for any participant or immediate member of a participant's family who is a victim of the domestic violence, dating violence, or stalking.

16.0 Prohibited Basis for termination of Assistance

16.1 VICTIMS OF DOMESTIC VIOLENCE

Criminal activity directly relating to domestic violence, dating violence or stalking shall not be considered cause for termination of assistance for any participant or immediate member of a participant's family who is a victim of the domestic violence, dating violence, or stalking.

- A. NAHA may terminate assistance or an owner/manager may bifurcate the lease to terminate assistance to remove a lawful occupant or tenant who engages in criminal acts of violence to family members or other with terminating assistance of victimized occupants.
- B. NAHA can still terminate assistance for other good cause unrelated to the incident or incidents or domestic violence.
- C. If NAHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property, including NAHA employees that person or family can be terminated.
- D. NAHA will not terminate or deny portable voucher assistance to a tenant who is otherwise in compliance with program rules moved out of a previous assisted unit in order to protect the health and safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

One of the three below will be required to certify his or her status as a victim of domestic violence, dating violence, or stalking:

- 1. HUD-Approved Certification form when promulgated by HUD.
- 2. Provide NAHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, in which the professional attests under penalty of perjury to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation.
- 3. Producing a Federal, State, tribal territorial, or local police or court record.

The individual shall provide certification within 14 business days after NAHA requests the certification in writing. If the certification is not received within 14 business days of the request, NAHA may terminate assistance. NAHA may extend the 14 day deadline at its discretion.

Information provided by the victim pursuant to the certification shall be retained in confidence and not entered into any shared database nor provided to any related entity except when the

disclosure is consented to by the individual in writing, required for use in eviction proceedings, or otherwise required by law.

17.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

17.1 COMPLAINTS

The New Albany Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The New Albany Housing Authority may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

17.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The New Albany Housing Authority will give an applicant for participation in the Section 8 Housing Choice Voucher Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the New Albany Housing Authority decision. The notice will state that the applicant may request an informal review within ten days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not required

The New Albany Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the unit size under the New Albany Housing Authority subsidy standards.
2. A New Albany Housing Authority determination not to approve an extension or suspension of a voucher term.
3. A New Albany Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A New Albany Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. A New Albany Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.

7. Discretionary administrative determinations by the New Albany Housing Authority.
8. How the New Albany Housing Authority established its utility allowances.

C. Informal Review Process

The New Albany Housing Authority will give an applicant an opportunity for an informal review of the New Albany Housing Authority decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated (Director of Security or Director of Human Resources and Communications) by the New Albany Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to the New Albany Housing Authority decision.
3. The New Albany Housing Authority will notify the applicant of the New Albany Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within three years before the date that the Housing Authority provides notice to the

family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the New Albany Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the New Albany Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant 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 applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

17.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. The New Albany Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following New Albany Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and New Albany Housing Authority policies:
 - a. Determination of the family's annual or adjusted income.
 - b. Calculation of total tenant payment.

- c. Determination of appropriate utility allowance from the PHA's utility allowance schedule.
 - d. Termination of assistance.
 - e. Determination of unit size for participants under the New Albany Housing Authority subsidy standards.
 - f. Denial of a hardship exemption to the minimum rent requirement.
2. In cases described in paragraphs 16.3(A)(1), of this Section, the New Albany Housing Authority will give the opportunity for an informal hearing before the New Albany Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The New Albany Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

- 1. Discretionary administrative determinations by the New Albany Housing Authority.
- 2. General policy issues or class grievances.
- 3. Establishment of the New Albany Housing Authority schedule of utility allowances for families in the program.
- 4. A New Albany Housing Authority determination not to approve an extension or suspension of voucher term.
- 5. A New Albany Housing Authority determination not to approve a unit or lease.
- 6. A New Albany Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the New Albany Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
- 7. A New Albany Housing Authority determination that the unit is not in accordance with HQS because of the family size.
- 8. A determination to exercise or not to exercise any rights or remedies against the owner.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this Section, the New Albany Housing Authority will notify the family that the family may ask for an explanation of the basis of the New Albany Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3(A)(1)(d), and (e), of this Section, the New Albany Housing Authority will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:
 - a. Contain a brief statement of the reasons for the decision; and
 - b. State that if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 days of the notification.

D. Hearing Procedures

The New Albany Housing Authority and participants will adhere to the following procedures:

1. Discovery
 - a. The family will be given the opportunity to examine before the hearing any New Albany Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the New Albany Housing Authority does not make the document(s) available for examination on request of the family, the New Albany Housing Authority may not rely on the document at the hearing.
 - b. The New Albany Housing Authority will be given the opportunity to examine, at the New Albany Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The New Albany Housing Authority will be allowed to copy any such document at the New Albany Housing Authority's expense. If the family does not make the document(s) available for examination on request of the New Albany Housing Authority, the family may not rely on the document at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

a. The hearing will be conducted by any person or persons (Director of Security or Director of Human Resources and Communications) designated by the New Albany Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.

b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the New Albany Housing Authority hearing procedures.

4. Evidence

The New Albany Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The New Albany Housing Authority is not bound by a hearing decision:

a. Concerning a matter for which the New Albany Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the New Albany Housing Authority hearing procedures.

- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the New Albany Housing Authority determines that it is not bound by a hearing decision, the New Albany Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within three years before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the New Albany Housing Authority will consider evidence of whether the household member:

- 1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
- 2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
- 3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the New Albany Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or 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.

18.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the New Albany Housing Authority. Under some circumstances the contract automatically terminates.

A. Termination of the lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the New Albany Housing Authority after the first year of the lease. The length of the notice that is required cannot be less than 30 days.

2. By the owner.

a. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- i. Serious or repeated violations of the terms or conditions of the lease, including but not limited to failure to pay rent or other amounts due under the lease;
- ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the

health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

- iv. Any drug-related criminal activity on or near the premises;
 - v. Other good cause. During the initial lease term, or during any extension, other good cause includes:
 - (1) Disturbance of neighbors;
 - (2) Destruction of property;
 - (3) Living or housekeeping habits that cause damage to the unit or premises.
 - vi. After the initial lease term such good cause includes:
 - (1) Failure by the family to accept the offer of a new lease;
 - (2) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
 - (3) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.
- b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
- c. The owner may only evict the tenant by instituting court action. The owner must give the New Albany Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease. The family and owner will meet with Section 8 staff to agree on a date and sign a Mutual Termination terminating the lease and contract on the agreed upon date

B. Termination of the Contract

1. Automatic termination of the Contract

- a. If the New Albany Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. The owner or family terminates the lease.
- d. The owner evicts the family.
- e. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the New Albany Housing Authority

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. The unit is larger than appropriate for the family size or composition under the regular Voucher Program.
- d. When the family breaks up and the New Albany Housing Authority determines that the family members who move from the unit will continue to receive the assistance.

- e. The New Albany Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- f. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
 - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.
 - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
 - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
 - v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

19.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for the New Albany Housing Authority to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The New Albany Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to **\$10,000.00** for authorized expenditures.

Any item(s) exceeding **\$10,000.00** will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

20.0 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of the New Albany Housing Authority against costs associated with any judgment of infringement of intellectual property rights.

21.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

Since 1994 the New Albany Housing Authority has administered a voucher program that consisted of 50 vouchers. This rental assistance program did not consist of any other type of Section 8 rental assistance, e.g. certificates.

All vouchers will be converted to Housing Choice Vouchers in accordance with the Quality Work and Housing Responsibility Act of 1998. Presently the Section 8 rental assistance program consists of 408 Housing Choice Vouchers.

22.0 FAMILY SELF-SUFFICIENCY

22.1 SELECTION POLICIES

Families using our section 8 housing vouchers are eligible for voluntary participation in the Family Self-Sufficiency Program. They must be a current resident section 8 family with a NAHA voucher and head of household

Participants must agree to seek and maintain suitable employment.

Participation in the program will be on a first-come, first-serve basis.

NAHA will make reasonable accommodation for participants with disabilities.

Section 8 participants who do not wish to participate in the FSS Program will not lose their housing assistance because of their decision.

22.2 NON-DISCRIMINATION POLICIES

The Housing Authority of the City of New Albany exercises a non-discrimination policy, in compliance with the rules and regulations governing the Fair Housing Act. NAHA shall not deny any family the opportunity to participate in the FSS program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status, physical ability, disability or sexual orientation.

22.3 DENIAL OF PARTICIPATION

The Housing Authority of the City of New Albany may deny a family participation in the FSS Program if they previously participated in the FSS Program and did not meet their obligations and were terminated. A family may also be denied if the applicant owes NAHA or another housing authority money in connection with section 8 assistance.

22.4 TERMINATION FROM THE FSS PROGRAM

NAHA may terminate a FSS contract for non-compliance with the contract. The FSS Contract of Participation may also be terminated for the following reasons: mutual consent, failure of family to meet contract obligations without good cause, family withdrawal from the FSS Program, other act(s) deemed inconsistent with the purpose of the FSS Program, operation of law or failure of the family to remain in good standing by way of lease violation of the NAHA One Strike policy.

22.5 TERMINATION OF SERVICES

If NAHA decides to terminate FSS supportive services, the FSS Contract, or Section 8 Assistance because the family failed to comply with its FSS Contract, NAHA will offer the family the opportunity for an informal hearing.

NAHA may terminate section 8 assistance as a consequence of not completing the obligations of the FSS Contract. The family may continue to receive section 8 assistance after termination of participation in the section 8 FSS program. NAHA will review the circumstances of the noncompliance to determine the appropriate remedy.

If a family drops out of the FSS program or if the contract expires and NAHA does not terminate assistance, the family will continue to receive section 8 assistance.

22.6 WITHHOLDING SUPPORT SERVICES

NAHA may withhold support services for any participant who is in noncompliance with their contract. NAHA will review the circumstances of the noncompliance to determine the appropriate remedy.

Former FSS families who have completed their contracts, still receiving housing assistance and whose head of household is employed may be offered FSS supportive services to help continue toward self-sufficiency for up to one year.

22.7 HEARING PROCEDURES FOR FSS FAMILIES

NAHA hearing procedures are in this Administrative Plan. All families terminated from the program will be afforded an opportunity to request an informal hearing for a determination of the appropriateness of the termination or withholding of supportive services placed on a participant family.

22.8 ESCROW POLICIES

FSS families pay rent in accordance with their incomes. NAHA will deposit all escrowed funds into a depository account located at Obelisk Federal Credit Union. The monthly amount deposited is determined by increases in earned income. If the rent is paid late, the family will not receive a deposit for that month. *(If family rent becomes less than at enrollment, there is no escrow credit).*

NAHA will report annually to each FSS family with an escrow account: the balance at the beginning of the report period, all deposits made during the report period, any deductions made from the account during the reporting period, the amount of interest earned on the account during the year, the total in the account at the end of the reporting period.

Interim disbursements will be at the sole discretion of NAHA. Interim withdrawals will be allowed if the family has fulfilled some of their interim contract goals, is working towards self-sufficiency and needs a portion of the FSS account funds for purposes consistent with the Contract such as: school tuition or other school costs, job training expenses, business start-up expenses, car or car repair when public transportation is unavailable or inaccessible to the family, or credit clean-up, fees for a home loan, etc.

Participants will not be allowed to draw more than 50% of their total escrow account and can only withdraw one time per NAHA fiscal year that runs from April 1 of one year to March 31 of the next year.

To receive the entire balance earned in the FSS escrow account, the family must have completed all obligations set forth in the Contract of Participation. Completion occurs when the family has fulfilled goals in the Individual Training and Services Plan and has remained free of welfare assistance, excluding housing assistance, for 12 months prior to the expiration date of the contract, or if 30% of their monthly adjusted income equals or exceeds the fair market rent/payment standard for the voucher size of the family.

The Family Support Services Director will determine fulfillment of goals.

Families will receive their escrow money within forty five days of the completion of the contract.

There will be a one-year waiting period for families that have received their escrow account and want to reapply.

Amounts in the FSS account will be forfeited if: the Contract of Participation is terminated or declared null and void, or, the Contract of Participation is completed but the family is receiving welfare cash assistance when the contract expires, including extensions. If families have not paid their portion of rent to the Section 8 homeowner, if

the head of household dies and the remaining family members choose not to participate in the program, or, if the head of household leaves the family unit and the remaining family members choose not to participate in the program, or if the family does not comply with the terms of the lease agreement.

Section 8 FSS Escrow Accounts and Portability: Clients wishing to exercise portability rights will be handled in accordance with the section 8 Administrative Plan. If a Section 8 participant who has an escrow account relocates, the escrow will be forfeited as NAHA chooses not to participate in the forwarding of escrow accounts.

Procedure for requesting an interim disbursement: the participant must complete and sign the Request for Interim Disbursement Form, complete a Federal Form 1099, provide a copy of their driver's license and social security card, and provide supporting documentation such as estimates, receipts, letter from credit counselors, lending institutions, etc. to justify the request as a need in order to complete the FSS goals.

Clients are required to report any changes in their income within 10 days. Failure to report an increase in income constitutes fraud and may lead to termination from the FSS program and / or the section 8 rental assistance program.

If the client owes money to the Section 8 program upon completion of the program, the amount will be subtracted from their escrow account upon withdrawal.

Amounts in the FSS Escrow Account will be forfeited if: the resident moves to another section 8 program, the Contract of Participation is terminated, the Contract is completed, but the family is receiving welfare assistance when the contract expires, if the head of the family dies and the remaining members of the family choose not to participate in the program, or for nonpayment of rent.

23.0 Housing Choice Voucher Homeownership Option

The New Albany Housing Authority (NAHA) hereby establishes a Section 8 tenant-based homeownership option in New Albany pursuant to the U.S. Department of Housing and Urban Development's (HUD) final rule dated October 12, 2000 and by Section 555 of the Quality Housing and Work Responsibility Act of 1998 under Section 8(y) Homeownership Option.

Participant Qualifications

To be eligible for homeownership assistance, the family must satisfy all of the following initial requirements at the commencement of homeownership assistance:

- A) A family assisted under the homeownership option must be a qualified existing participant who has been receiving housing assistance from the New Albany Housing Authority for a minimum of one year.

1. The family must have successfully complied with all rental program requirements and lease requirements for a minimum of one-year prior to application for the homeownership program.
 2. Program participants shall be ineligible for the homeownership program if any debt remains owing to the New Albany Housing Authority or any other housing authority.
- B) First-time homeowner requirements. At commencement of homeownership assistance for the family, the family must be any of the following:
1. A family of which no member owned any present ownership interest in a residence of any family member during the three years before commencement of homeownership assistance for the family. The term first-time homeowner includes a single parent or displaced homemaker who, while married owned a home with his or her spouse, or resided in a home owned by his or her spouse.
 2. A cooperative member, defined as a family of which one or more members owns membership shares in a cooperative (housing owned by a corporation or association, where a member has the right to reside in a particular unit, and to participate in management of the housing).
 3. A family of which a family member is a person with disabilities, and use of the homeownership option is need as a reasonable accommodation so that the program is readily accessible to and usable by such person.
- C) Minimum Income Requirements:
1. At commencement of homeownership assistance the family must demonstrate that the annual gross income, as determined by the New Albany Housing Authority in accordance with 24 CFR 5.609, of the adult family members who will own the home when homeownership assistance begins is not less than the Federal minimum hourly wage multiplied by 2000 hours.
 - a. In the case of disabled families, the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone multiplied by twelve.
 2. Except in the case of an elderly or disabled family, the New Albany Housing Authority will not count any welfare assistance received by the family in determining annual income under this section.

- a. Welfare assistance is defined as welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, Federal, State or local governments.
- b. The disregard of welfare assistance income only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance, but does not affect:
 - i. The determination of income-eligibility for admission to the voucher program;
 - ii. Calculation of the amount of the family's total tenant payment (gross family contribution);
 - iii. Calculation of the amount of homeownership assistance payments on behalf of the family.
- c. In case of an elderly or disabled family, the New Albany Housing Authority will count welfare assistance in determining annual income.

D) Employment Requirement:

- 1. The family must demonstrate that one or more adult family member who will own the home at commencement of homeownership assistance:
 - a. Is currently employed on a full-time basis, defined as not less than an average of 30 hours per week; and
 - b. Has been continuously employed for one year prior to commencement of homeownership assistance for the family.
 - i. Successive employment during the year may be counted.
 - ii. Self-employment in a business may be counted.
 - c. This employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family, other than an elderly family or a disabled family, includes a person with disabilities, the New Albany Housing Authority will grant an exception from the employment requirement if the New Albany Housing Authority determines that an exemption is needed as a

reasonable accommodation so that the program is readily accessible to and usable by person with disabilities.

- E) Homeownership assistance will not be provided for a family that includes an individual who was an adult member of a family at the time when such family received homeownership assistance and defaulted on a mortgage securing debt incurred to purchase the home.

Application Procedure for Homeownership Option

To apply for a homeownership voucher, the family must complete a Homeownership Option Application. Section 8 staff will review the homeownership application to determine initial eligibility. Information provided in the application must be verified according to the verification procedures outlined in Chapter 3 of this Administrative Plan. The applicant will be notified in writing when a determination of initial eligibility is made. If the family is determined to be eligible, an appointment will be scheduled with Section 8 staff to review the information provided in the application and determine final eligibility.

Upon determination of final eligibility, the appropriate Section 8 staff will refer the family for a homebuyer readiness assessment.

Prior to purchase of a home, the family must complete a homebuyer readiness assessment and a comprehensive homeownership education program including classroom or workshop training and individual counseling.

Time Frame for Utilization

An applicant will have a maximum of 90 days from the date of issuance of a voucher to find a home and enter into a Purchase Agreement.

If an applicant is unable to enter into a Purchase Agreement before the end of the 90-day deadline, the applicant will be provided an additional 90 days to either enter into a Purchase Agreement or to utilize the voucher in a rental situation.

During this housing search time, the New Albany Housing Authority will continue rental housing choice voucher assistance according to the regulations governing its rental vouchers.

Portability and Moves with Continued Assistance

Families that are determined eligible for homeownership assistance may exercise the homeownership option outside of the New Albany Housing Authority's jurisdiction if the receiving public housing authority is administering a Section 8 homeownership program and is accepting new families into its Section 8 homeownership program. All other portability procedures as described in Chapter 8 of this Administrative Plan apply to the homeownership option, except those referring to lease or tenancy.

If the family ports in and the New Albany Housing Authority is the receiving PHA then the family must attend the briefing and counseling sessions required by the New Albany Housing Authority. The New Albany Housing Authority will determine whether the financing for, and the physical condition of the unit are acceptable. The New Albany Housing Authority will promptly notify the initial PHA if the family has purchased an eligible unit, or if the family is unable to purchase a home within the maximum time established.

A family receiving homeownership assistance may move to a new unit with either voucher rental assistance or voucher homeownership assistance. The New Albany Housing Authority will not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home.

The New Albany Housing Authority prohibits more than one move by the family in a one-year period for those assisted under homeownership option.

Eligible Units

The New Albany Housing Authority will determine that the unit satisfies all of the following requirements:

- A) In order to be eligible for assistance, the unit cannot be:
 - 1. A public housing or Indian housing unit;
 - 2. A unit receiving project-based assistance;
 - 3. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services;
 - 4. College or other school dormitories;
 - 5. Units on the grounds of penal, reformatory, medical, mental, and similar or private institutions;
 - 6. Homeownership will not be provided for the purchase of a home where the family will not own fee title to the real property on which the home is located, but only if:
 - a. The home is located on a permanent foundation; and
 - b. The family has the right to occupy the home site for at least forty years.
- B) The unit is either under construction or already existing at the time the family enters into the contract of sale.

- C) The unit is either a one-unit property or a single dwelling unit in a cooperative or condominium.

Contract for Sale, Inspection, Disapproval of an Owner

- A) Participants in the homeownership program must initially complete a purchase agreement with the owner of the property to be purchased. The purchase agreement must contain the following:
 - 1. Specify the price and other terms of sale by the seller to the purchaser:
 - 2. The purchase agreement must contain the following seller certification: "The seller certifies that they are not debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24."
 - 3. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.
 - 4. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.
 - 5. Provide that the purchaser is not obligated to pay for any necessary repairs.
- B) The New Albany Housing Authority must inspect the unit and determine that the unit passes HQS.
- C) The unit must be inspected by an independent professional inspector selected by and paid for by the family. This inspection will only occur after the HQS inspection has passed.
 - 1. An American Society of Home Inspectors (ASHI) or a NAHI regular member must conduct the independent inspection. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems.
 - 2. The New Albany Housing Authority will not require the family to use an inspector selected by the New Albany Housing Authority. The independent inspector may not be a New Albany Housing Authority employee or contractor.
 - 3. The inspector must provide a copy of the inspection report to both the family and the New Albany Housing Authority. Homeownership assistance will not begin until the New Albany Housing Authority has reviewed the report. The New Albany Housing Authority retains the right

to disqualify the unit for inclusion in the homeownership program based on either the HQS inspection of the professional inspection report.

- D) The seller has not been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

Financing and other related information

Mortgage instruments must meet all of the following criteria:

- A) The family is solely responsible for obtaining financing. All loans must meet FHA mortgage insurance credit underwriting requirements. The New Albany Housing Authority will review lender qualifications, loan terms, or other debt to determine that the debt is affordable.
- B) The New Albany Housing Authority establishes a minimum homeowner down payment requirement of at least three percent of the purchase price for a participant in its Section 8 homeownership program, and requires that at least two percent (2%) of the purchase price come from the family's personal resources.
- C) There is no prohibition against using local or State Community Development Block Grant (CDBG) or other subsidized financing in conjunction with the homeownership program.
- D) The New Albany Housing Authority prohibits:
 - 1. Owner financing;
 - 2. Balloon payment mortgages.
- E) Voucher payments are not guaranteed. Payment may be terminated because of insufficient funds from HUD to continue the program. Voucher payments may also be terminated for failure to meet New Albany Housing Authority and HUD regulations.
- F) The New Albany Housing Authority will file a lien against the property as part of the closing. The New Albany Housing Authority is required to recapture a portion of the subsidy given to the family for homeownership from any cash proceeds resulting from a refinancing or sale of the home within the first ten years of ownership.
- G) The New Albany Housing Authority will file the necessary documentation to require loan servicers of these loans to inform the New Albany Housing Authority of any late payments and missed payments as soon as they occur. Lenders are also required to inform the New Albany Housing Authority of any changes in servicing institutions or purchase of loan by another institution.

- H) Families must obtain specific approval for the use of a voucher for a mortgage payment based on documents submitted:
1. Copy of signed purchase agreement;
 2. Copy of good faith estimate from first mortgage lender;
 3. Copy of HUD universal mortgage loan application from first mortgage lender;
 4. Copy of independent inspection report;
 5. Copy of required home inspections and verification that any deficiencies found in the home have been noted and arrangements negotiated to correct the deficiencies;
 6. Copy of first three pages of Appraisal;
 7. Copy of Disclosure Statement.

The New Albany Housing Authority will then issue a letter of intent, a copy of which will be sent to the lender to confirm that the proposed financing package has been approved.

- I) Families and lenders must submit copies of specific documents prior to the New Albany Housing Authority preparation of its lien document for closing:
1. Settlement statement;
 2. Copy of Title Report;
 3. Written verification that deficiencies in the home have been corrected in compliance with HUD regulations, signed by contractor or person who completed the work.
 4. Signed HQS inspection from New Albany Housing Authority verifying that the home meets the HQS standards.
- J) Families and lenders must submit copies of specific documents to initiate the payment of the homeownership assistance:
1. A copy of the signed, filed New Albany Housing Authority lien must be filed with the New Albany Housing Authority after closing. This will authorize the payment of homeownership assistance.

Length and Continuation of Assistance

Section 8 assistance will only be provided for the months the family is in residence in the home. Except for families that are elderly or disabled, the maximum length of time a family may receive homeownership assistance is 15 years if the initial mortgage incurred is 20 years or longer. In all other cases, the maximum length of time is ten years.

Continued Assistance Requirements and Family Obligations

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the New Albany Housing Authority may not continue assistance after the month the family moves out. The family is not required to refund to the New Albany Housing Authority the homeownership assistance for the month when the family moves out.

A) Family Obligations:

1. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of the debt):
 - a. The family must notify the New Albany Housing Authority within ten days of missing a mortgage payment.
 - b. The family must attend foreclosure counseling within 30 days of missing a mortgage payment or homeownership assistance may terminate.
2. The family must reside in the unit, and must be the family's only residence. The family must provide any information or certification requested by the New Albany Housing Authority to verify that the family is living in the unit, and must notify the New Albany Housing Authority, in writing of any absence from the unit longer than 30 days. The family must cooperate with the New Albany Authority for the purpose of verifying that the family resides in the unit.
3. The family must supply required information necessary in the administration of the program to the New Albany Housing Authority, including social security numbers, release of information forms, evidence of citizenship or eligible immigration status. The family must comply with requirements for annual or interim reexamination of family income or family composition, and provide any information required for verification.
4. In addition, the family must supply any information required by the New Albany Housing Authority concerning:
 - a. Any mortgage or other debt incurred to purchase the home, and any refinancing of debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt;
 - b. Any sale or other transfer of any interest in the home; or
 - c. The family's homeownership expenses.
5. The composition of the assisted family residing in the unit must be approved by the New Albany Housing Authority. The family must promptly inform the New Albany Housing Authority of the birth, adoption

or court-awarded custody of a child. The family must request NAHA approval to add any other family member as an occupant of the unit. No other person may reside in the unit (except for a foster child or live-in aid). The family must notify NAHA if any family member no longer resides in the unit within 10 days of the change.

6. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
7. The family must not sublease or let the unit.
8. The family must not assign or transfer the unit.
9. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
10. The members of the family may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity or the premises.
11. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
12. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative federal, State or local housing assistance program.
13. The family must notify NAHA if the family is late or misses a payment on a mortgage securing any debt incurred to purchase the home.
14. During the time the family receives homeownership assistance, no family member may have any ownership in any other residential property.
15. Before commencement of homeownership assistance, the family must execute a statement of family obligations agreeing to comply with all family obligations under this option.

Homeownership Assistance Payment

After the homeownership housing assistance payments begin, NAHA will perform annual reexaminations, and interim adjustments (when family income decreases) in accordance with the policies set forth in the rental voucher portion of the Section 8 administrative plan.

- A) While the family is residing in the home, NAHA shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:
 - 1. The payment standard minus the total tenant payment; or
 - 2. The family's monthly homeownership expenses minus the total tenant payment.

- B) The payment standard for the family shall be the lower of:
 - 1. The payment standard for the family unit size;
 - 2. The standard for the size of the home.

- C) The payment standard for the family is the greater of:
 - 1. The payment standard at the commencement of homeownership assistance for occupancy of the home; or
 - 2. The payment standard at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for the occupancy of the home.

- D) NAHA will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental voucher program.

- E) Homeownership expenses will include:
 - 1. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home.
 - 2. Real estate property taxes and public assessments on the home.
 - 3. Home insurance.
 - 4. The New Albany Housing Authority utility allowance schedule.
 - 5. The New Albany Housing Authority allowance for maintenance, major repairs and replacements equal to 3% of the amount of the monthly mortgage payment; and
 - 6. Principal and interest on mortgage debt incurred to finance costs for major repairs replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to make the home accessible for that person, if NAHA determines that allowance of such costs is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

- F) At the discretion of the New Albany Housing Authority, homeownership payments will be paid either to a lender on behalf of the family, or directly to the family.
- G) Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family.

Down payment assistance grant

If approved by HUD and the family chooses to take the single down payment assistance grant they will not be eligible for the monthly assistance payment from the New Albany Housing Authority.

To be eligible to receive the down payment assistance grant, the family must meet all eligibility requirements for the homeownership option and must have been receiving tenant-based rental assistance for one-year prior to receiving the down payment grant.

The maximum down payment grant "May not exceed the amount that is equal to the sum of the assistance payments that would be made during the first year of assistance on behalf of the family, based on the income of the family at the time the grant is to be made." The amount paid by the New Albany Housing Authority on behalf of the family will not exceed 12 times the payment standard minus the total tenant payment (TTP). Homeownership expense will not be considered in making this determination. The down payment assistance grant will be paid at the time of closing on a home and must be applied toward the purchase price of the home.

A family that has received a down payment assistance grant may apply for and receive tenant-based rental assistance, in accordance with program requirements and the requirements set forth in the rental voucher portion of this administrative plan. However, the New Albany Housing Authority will not commence rental assistance so long as any member of the family owns any title or other interest in the home purchased with homeownership assistance. Further, 18 months must have passed since the family's receipt of the down payment assistance grant.

Lease-to-Purchase

Lease-to-Purchase agreements are considered rental property and subject to the normal tenant-based Section 8 rental rules. All regulations of the homeownership program will be in effect at the time that the family opts to exercise the purchase.

Denial or Termination of Assistance

At any time, the New Albany Housing Authority may deny or terminate homeownership assistance in accordance with policies set forth in Chapter 15 of this Administrative Plan.

The New Albany Housing Authority may deny or terminate assistance for violation of family obligations as set forth in **Continued Assistance Requirements and Family Obligations**.

The New Albany Housing Authority will terminate assistance for any family member receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of

foreclosure on any mortgage securing debt incurred to purchase the home, or any refinancing of such debt. The New Albany Housing Authority, at its discretion, may permit the family to move to a new unit with continued voucher rental assistance. However, such permission will be denied if:

- A) The family defaulted on an FHA-insured mortgage; and
- B) The family fails to demonstrate that:
 - 1. The family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and
 - 2. The family has moved, or will move, from the home within the period established or approved by HUD.

Informal Hearings

The New Albany Housing Authority will provide the opportunity, for an informal hearing to program participants who are being terminated from the program because of the family's action or failure to act. NAHA will:

- 1. Send a written notice as to the reason(s) for the action; and
- 2. Inform the participant that he or she may request an informal hearing, in writing, within ten days of the notice. If the participant requests a hearing, the assistance will not be terminated until the final decision is made.

When a participant requests a hearing, NAHA will schedule the hearing promptly and notify the participant of the date and time of the hearing. Prior to the hearings the participant will be given an opportunity to examine and copy the documents pertinent to the family's termination. NAHA must be given the same opportunity to examine any family documents that are directly related to the hearing, and to copy them at its own expense.

A hearing officer, as designed in Chapter 16 of this Administrative Plan, will conduct the hearing. The hearing officer will be someone other than the person who made the decision to terminate or a subordinate of this person. A lawyer or other representative, at the family's expense may represent the family. The family will be given opportunity to present evidence, and to question any witnesses. The hearing officer will issue a written decision within ten days, stating reasons for the decision.

GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.)

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

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

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

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

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

Assets: see net family assets.

Asset Income: Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

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

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

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

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Disability assistance expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

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

Disabled person: See "person with disabilities."

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

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Drug related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

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

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

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds 110% of the published fair market rent.

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

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

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

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

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing Choice Voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing Choice Voucher holder: A family that has an unexpired housing voucher.

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

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

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

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

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

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

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937Act)

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums, which are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
- b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

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

Net family assets:

- a. Net cash value after deducting reasonable costs that would be incurred in 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 therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Non-citizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

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

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

- a. Has a disability as defined in Section 223 of the Social Security Act,

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

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
 - (1) is expected to be of long-continued and indefinite duration,
 - (2) substantially impedes his or her ability to live independently, and
 - (3) is of such a nature that such ability could be improved by more suitable housing conditions, or
- c. Has a developmental disability as defined in Section 102(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act.

"Severe chronic disability that:

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

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

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

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

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list, or without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

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

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant rent: The amount payable monthly by the family as rent to the owner minus any utility allowance.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

(1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act, which is the higher of :

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

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.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

Verification:

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:

- (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
- (2) Documentation, such as a copy of a birth certificate or bank statement
- (3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937 Act]*

Violence Against Women Act: Title VI of this law requires that public housing agencies and property owners renting to families with Section 8 Housing Vouchers to not deny access or evict victims of domestic violence related to their being abused; increase victim confidentiality, and require public entities to consider the needs of victims of domestic violence in their housing policies.

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. *[24 CFR 982.4]*

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. *[24 CFR 5.603(d)]*

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC Annual Contributions Contract

CACC Consolidated Annual Contributions Contract

CFR Code of Federal Regulations

CPS Child Protective Services
CWA Child Welfare Agency
FMR Fair Market Rent
FSS Family Self Sufficiency (program)
HA Housing Authority
HAP Housing Assistance Payment
HCDA Housing and Community Development Act
HQS Housing Quality Standards
HUD Department of Housing and Urban Development
INS (U.S.) Immigration and Naturalization Service
NAHA (Cranston-Gonzalez) National Affordable Housing Act
NOFA Notice of Funding Availability
OMB (U.S.) Office of Management and Budget
PBC Project-Based Certificate (program)
QHWRA Quality Housing and Work Responsibility Act of 1998
PHA Public Housing Agency
TTP Total Tenant Payment
VAWA Violence Against Womens Act

**ACTIVITIES TO BE UNDERTAKEN
BY THE NEW ALBANY HOUSING AUTHORITY
IN FEDERAL FISCAL YEARS 2005-2009
WHICH ARE CONSISTENT WITH THE
THE CITY OF NEW ALBANY'S CONSOLIDATED PLAN**

I. To address the City of New Albany's "Decent Housing Needs" and related Strategies stated in its FY 2005-2009 Consolidated Plan, the Housing Authority of the City of New Albany (NAHA) is engaged in the following activities, as efforts and contributions consistent with and enhancing of the City's Consolidated Plan:

- Working regularly with the New Albany-Floyd County Community Housing Development Organization (CHDO) and other housing development partners locally to expand decent, affordable housing resources. Partnership activities include, for example:
 - Assistance in homeownership client referrals, both Public Housing and Section 8 clients
 - Developing Homeownership Program using Section 8 Vouchers
 - Developing a coordinated information clearinghouse network regarding all local and Southern Indiana area affordable housing capacity-building in an Affordable Housing Consortium

- Gaining 309 new Housing Vouchers, educating the public about the voucher program and its benefits, establishing a full, regular landlord outreach program, and having a Memorandum of Agreement (MOA) with the City's Redevelopment Department to counsel families interested in locating in non-poverty, non-minority

II. NAHA will strengthen its Economic Development role in a manner consonant with the City's Consolidated Plan for "Expanded Economic Opportunities" and related Strategies, as listed below:

- Core investor in the City's Downtown Redevelopment Planning process and the Plan long-term outcomes for the Central Business District. Specifically, NAHA has drafted suggested areas of appropriate future investment in the downtown district, per the Plan's current draft content:
 - a) a senior housing and support facilities development,
 - b) inner-city transportation.

- NAHA's Family Self Sufficiency Programs will specifically continue to develop

Economic Development and Self-Sufficiency micro loan fund, and program assistance with TANF agency, Workforce Investment Board Programming, Work One Access Site

III. NAHA will also broaden its Community Development role in a manner consistent with the City's Consolidated Plan strategies for a "Suitable Living Environment," as listed below:

- Continuing and strengthening quality after-school programs in or near Public Housing Neighborhoods, based on partnership with New Albany-Floyd County Parks and Recreation Department and various youth development community resources (4H, 21st Century Scholars, Scouting, Youth Leadership, Key Club, New Albany Youth Football, etc.) that incorporate education, career exploration, recreation, arts, community service and fellowship.
- Advocating for increased licensed home day care facilities in the inner city (as part of quality child development, economic/family self-sufficiency services, etc.)
- Targeting increased volume and availability of Individual Development Accounts (IDAs) to income-eligible citizens (including Public Housing and Section 8 residents) as an important individual asset-building mechanism in the New Albany community. IDAs complement the increased use of Individual Escrow Accounts available to Public Housing and Section 8 residents participating in the Family Self Sufficiency program.
- Developing comprehensive neighborhood plans, with strong, regular, involvement by Public Housing residents, Section 8 participants, and related Resident Organizations, specifically in all family unit Public Housing developments:
 - Vance/Crystal Courts
 - Beechwood Court
 - Parkview/Broadmeade Terrace
 - Riverside Terrace

**New Albany Housing Authority
FFY 2005-FFY2009
Report Third Year Activities (Agency Fiscal Year 2007)
Strategic Plan**

This second five year plan builds on those strengths and weaknesses identified in the first five year plan. The first plan (Federal Fiscal Years 2000-2004) was ambitious, and perhaps overly ambitious. The four areas of focus were: People, Home, Neighborhood, and Community.

This Five Year Plan will concentrate on the following areas:

1. Resident Empowerment
2. Support Service to People and Family Self-Sufficiency
3. Housing: Renovation
4. Neighborhood Safety and Security
5. Positive Perception of NAHA
6. Organizational/Systems Improvement
7. Financial Stability/growth

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: NAHA will apply in years 1-5 for available vouchers to the limit available measured by # of applications for vouchers. *Staff Responsibility: Finance Department and Section 8 Department*
Year 3 Update: Not available during year 3.
 - Reduce public housing vacancies: NAHA will reduce vacancy average by 8 units each year for years 1-5. *Staff Responsibility: Occupancy Department and Maintenance Department*
During Year 3 NAHA reduced vacancy average from 143 vacant units per month to an average of 93 vacant units per month, a decrease of an average of 50 units per month.
- Leverage private or other public funds to create additional housing opportunities:
Staff Responsibility: Finance Department
NAHA will make one application per year for years 1-5 for additional private or public funds to create additional housing opportunities.
During year 2 NAHA received one \$15,000 grant from the Caesar's Foundation to upgrade 40 individual houses at the Valley View Court subdivision to meet HQS standards.

During year 3 NAHA awarded 40 project based Section 8 vouchers to Valley View Court. This increased the rental income by over 200%, stabilized the financial situation and has allowed Valley View Court to make much needed improvements to improve the quality of life of the residents and insure the future of the subdivision. NAHA received a \$350,000 grant to provide support services to residents under the age of 22. Grant staff hired and grant implemented.

During year 3 NAHA also received a \$115,000 grant for 2 case managers to assist residents in achieving self sufficiency.

During year 3 NAHA applied for the following grants:

- 1. Case manager grant 1 Year \$112,000*
- 2. Elder care coordinator 3 Year \$400,000*
- 3. Neighborhood Network 3 Year \$350,000*
- 4. Self-Suff/Homeowner 3 Year \$350,000*

Results of grant application not yet available.

- Other (list below)
Apply for project based vouchers to subsidize Valley View Court, a 40 unit market rate subdivision wholly owned and managed by NAHA.
Staff Responsibility: Finance Department and Section 8 Department
Completed

- PHA Goal: Improve the quality of assisted housing
Objectives:

- Improve public housing management: (PHAS score) 87
NAHA will improve PHAS score by one point per year for years 1-5.
Staff Responsibility: All Departments
Year 2-Overall PHAS scores fell to 85, goal was not accomplished.
Year 3-Scores not available.

- Improve voucher management: (SEMAP score) 100
Staff Responsibility: Section 8 Department and Finance Department
Year 1. Achieved maximum score of 100.
Year 2. Achieved maximum score of 100.
Year 3. Achieved maximum score of 100.

- Increase customer satisfaction: Will concentrate efforts on improving lowest areas of satisfaction as ascertained by each year's RASS scores. Increase satisfaction by 5% among single women with families between the ages of 18 and 40.
Year 2. Goal not achieved, score fell to 8 points

Year 3. Score not yet available.

Staff Responsibility: All Departments



Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)

1. Will improve the efficiency of occupancy department as a result of task based jobs during year one.

Staff Responsibility: Occupancy Department and Human Resources

Year 2 Update: NAHA has implemented comprehensive training agenda as part of HUD directive to move to project based management. Training includes over 20 staff from administration, finance, maintenance, and occupancy were certified in project based management; three finance staff were certified in project based accounting, six staff attended and tested for certification in project based maintenance management; a total of 15 other staff attended comprehensive training on all facets of preparation to move to the PBM model.

Year 3. Goal partially achieved. Occupancy staff was reorganized. Staffing ratios were normalized across sites. Task based job descriptions completed. Staff reassigned to meet the needs of asset management mandate by HUD.

2. Will improve lease up rates by 5% in each of years 1-5.
Year 3 update. Lease up rates have increased by 10.4% from 86% to 96.4%.

Staff Responsibility: Occupancy Department and Maintenance Department

3. Will increase housekeeping inspections by 10% in each of years 1-5.

Year 3 update: Data not available to ascertain goal accomplishment. Data will be gathered in Year 4.

Staff Responsibility: Occupancy Department

4. Will increase the number of applications entered into waiting list 2% in each of years 1-5.

Staff Responsibility: Occupancy Department

Year 3 update. Number of complete applications entered into waiting list has improved by 5%.

5. Will reduce tenant accounts receivable by 5% in each of years 1-5

Staff Responsibility: Occupancy Department and Finance Department

Year 3 update. NAHA has reduce tenants accounts receivable by 5%. Currently NAHA receives all points possible under PHAS TAR sub indicator and exceeds the private industry

collection rate of 93%. For the fiscal year ending March 31 2006, NAHA TAR collection rate was 97%.

6. Will increase the number of certified maintenance staff by 10% in years 3,4, and 5.

Staff Responsibility: Maintenance Department and Human Resources

Year 3 Update: 75% of total maintenance staff have attended apprenticeship program in past 2 years. Apprenticeship program is in final year of program.

Other classes have included above ground gas line maintenance certification, locksmith training, OSHA compliance classes, certified playground inspection, refrigeration maintenance.

7. Will decrease average vacant unit turnaround average days by 2% in each of years 2-5.

Staff Responsibility: Occupancy Department and Maintenance Department

Update: Goal not achieved during year 2.

Update: Goal not achieved during year 3.

8. Will increase the MASS indicator score by 3 points by year 5.

Staff Responsibility: All Departments

Update: Goal not achieved during year 2.

Update: Scores not available for year 3.

9. Will complete project based accounting by September 30, 2005.

Staff Responsibility: Finance Department

Year 3 Update: Due to late release of final rule for the operating fund formula, deadline was extended to October 1, 2007 by HUD. NAHA is currently updating their software to accommodate additional reporting requirements set by final rule.

10. Will improve the management of Valley View Court by decreasing annual vacancy months by 5% in each of years 1-5.

Staff Responsibility: Occupancy Department, Maintenance Department, and Finance Department

Year 2 Update: Goal exceed for year one. Occupancy % moved from 55% in May 2005 to 80% in October 2005, and increase of 45% in 5 months due to implementation of stricter housing rules, fresh management, and project based voucher placement at the site.

Year 3 Update. Leased apartments, including unplanned vacancy allowance is at 98%.



Renovate or modernize public housing units:

1. Will complete energy performance contractor selection for renovation and energy conservation with energy and savings corporation (in process) during year 1.

Staff Responsibility: Finance Department

Year 3 Update: Goal deferred for one year due to PBM implementation. It is expected that the contract will be signed by March 31, 2006. Investment grade audit final report is due to PHA by January 17, 2007.

2. Will complete scope of work and initiate construction for performance contracting during year 2.
Staff Responsibility: Finance Department and Maintenance Department

Year 2 Update: Goal deferred for one year due to PBM implementation.

Year 3 Update. Audit expected to be completed by January 17, 2007. Scope of work included in audit.

3. Will complete 95% of construction by end of year 3.
Staff Responsibility: Finance Department and Maintenance Department

Year 3 Update: Goal deferred to Year 4.

4. Will use cost savings for additional work by end of year 5.
Staff Responsibility: Finance Department and Maintenance Department

Year 3 Update: Goal deferred to Year 4.

- Demolish or dispose of obsolete public housing:
Will review cost effectiveness of all development sites during year 5 as part of project based accounting. Will make decision about effectiveness of units.

Staff Responsibility: Finance Department, All staff

- Provide replacement vouchers as part of effectiveness review in year 5, if needed.

Staff Responsibility: Finance Department

- PHA Goal: Increase assisted housing choices
Objectives:

- Provide voucher mobility counseling:
Staff Responsibility: Section 8 Department

- Conduct outreach efforts to potential voucher landlords
Will participate in 2 fair housing events and have 1 landlord outreach effort in years 1 through 5.

Staff Responsibility: Section 8 Department

Year 3 update: Have increased participating landlords to 164.

- Implement voucher homeownership program:
New homeownership plan is part of this plan. Will be initiated during year 1 of this plan.

Staff Responsibility: Section 8 Department

Year 3 Update: Plan not implemented at present.

- ☒ Implement public housing or other homeownership programs:
Staff Responsibility: Finance Department and Section 8 Department
Year 3 update. Have applied for Homeownership Counselor under ROSS grant program. Will initiate Homeownership program if funded.
Will continue to participate in the Homeownership Program of the City of New Albany for years 1 through 5.

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:
Staff Responsibility: Finance Department
Current analysis indicates deconcentration efforts not needed during Year 1. Will analyze need for deconcentration during years 2 through 5.
Current analysis indicates deconcentration efforts not needed during Year 2. Will analyze need for deconcentration during years 3 through 5.
Year 3 Update: Analysis indicates that NAHA will implement deconcentration during Year 3. Details of plan are included in appendix to ACOP.
 - ☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
See deconcentration comments above.
Staff Responsibility: Finance Department
 - ☒ Implement public housing security improvements:
 1. *Will increase remote surveillance activities in years 1 through 5.*
Staff Responsibility: Safety and Security Department
Year 2 Update: Phase 1 implemented.
 2. *Will complete plan to have PHA security watch in year 1.*
Staff Responsibility: Safety and Security Department
Year 2 Update: Goal aborted. Continue contract labor with New Albany Police Department.
Year 3 Update: Have increased remote monitoring of sites resulting in lower contract labor costs.

3. Will analyze results of PHA security vs. contract police patrols in year
Staff Responsibility: Safety and Security Department and Finance Department
Year 3 Update: See above status, goal aborted.
4. Will continue extra security efforts based on analysis of security patrol in year 2 during year 3.
Staff Responsibility: Safety and Security Department and Finance Department
Year 2 Update: See above status, goal aborted.
Year 3 Update: See above status, goal aborted.
5. Will continue to implement effective screening for appropriate housing of applicants during years 1 through 5.
Staff Responsibility: Safety and Security Department and Occupancy Department
Year 2 Update: Goal attained.
Year 3 Update: Goal attained.

Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
Staff Responsibility: Finance Department
 Year 2 Update: Goal attained. After review of vacancy rates at sites, Parkview Towers was not re-designated as elderly only, but reverted to mixed population. Riverview Towers was designated as elderly/near elderly due to continuing vacancy problems.

Other: (list below)

1. Will conduct feasibility study of converting units at high-rise elderly communities into assisted living units during year 2.
Staff Responsibility: Finance Department
2. Will make decision regarding assisted living during year 3.
Staff Responsibility: All Staff
3. If needed, will begin conversion process.
Staff Responsibility: All Departments
4. Will complete process of updating intercom systems at all high-rise communities.
Staff Responsibility: Finance Department and Maintenance Department
 Year 3 Update: Analyzed low-cost options in technology market. Purchased resident telephone dialer system for all three high rise communities. Will be installed by February 2007.
5. Will provide amenities to 5% of housing units each year during years 1 through 5.
Staff Responsibility: All Staff

Year 3 Update: Will be provided as part of Comprehensive Energy Performance Contract/Capital Fund Bathroom renovation.

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:
Staff Responsibility: Family Self Sufficiency and Supportive Services
 1. Will increase % of employed persons in assisted families by 2% in each of years 1 through 5.

- Provide or attract supportive services to improve assistance recipients' employability:
Will seek out 1 additional supportive service in each of years 1 through 5.
Staff Responsibility: Family Self Sufficiency and Supportive Services

- Provide or attract supportive services to increase independence for the elderly or families with disabilities.
 1. Will provide a community service brochure for each elderly/disabled person residing in public housing.
Staff Responsibility: Family Self Sufficiency and Supportive Services
 2. Will seek 2 additional partnerships by year 5.
Staff Responsibility: Family Self Sufficiency and Supportive Services
 3. Will apply for additional grant funding when available in years 1 through 5.
Staff Responsibility: Finance Department

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:
Will participate annually in Fair Housing Fair.
Staff Responsibility: All Staff

Year 2 Update: Goal obtained. Annual Fair participation.

Year Update: Goal obtained. Annual Fair participation.

- 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:
 1. Will market PHAs mobility-impaired, vision-impaired, and hearing-impaired units.

Year 2 Update: Advertising during past year has emphasized the unique nature of the new ADA mobility impaired units, vision and hearing impaired units.
 2. Will market to Hispanic community more aggressively since it is the fastest growing ethnic group in Southern Indiana.

Staff Responsibility: Human Resources and Communication, All Staff
 3. Will continue to participate in ethnic and minority outreach symposia, fairs, consortia.

Staff Responsibility: All Staff

Year 3 Update: Goal obtained.
- Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:

Have completed large number of ADA compliant units. Will conduct outreach efforts during years 1 through 5.

Staff Responsibility: All Departments

Year 2 Update: Outreach is ongoing.

Year 3 Update: Outreach is ongoing.

Other PHA Goals and Objectives: (list below)

To Improve the overall management strategies of New Albany Housing Authority.

- Improve the purchase order system
Staff Responsibility: Finance Department
Year 3 Update: Software upgrade in being implemented to improve quality of software and ability to provide direct cost accounting in PBM. Have 95% of consumable inventory process completed. This will automate ordering and receiving functions. Purchasing is now completely contained with finance department.
- Review and improve communication technology systems within NAHA

Staff Responsibility: Finance Department

Year 3 Update: Completed RFP and awarded project for new telephone and internet connectivity as part of move to new Administration building.

Implement expanded payroll system

Staff Responsibility: Finance Department and Human Resources

Year 2 Update: New system implemented September 2004, following evaluation of efficacy of system, staff recommended aborting outside payroll system and revert to old system

Year 3 Update: No longer outsource payroll function. After review of process, bringing function inhouse would be more effective

Transfer administrative functions to Central Administration Office
Staff Responsibility: All Departments

Year 2 Update: Administrative building was completed in November 2005. Anticipated move in date: January 2006.

Year 3 Update: Move into administrative office is complete. All administrative staff including occupancy now co-located.

Improve the reporting function of all departments to increase the ability to track and analyze department functions

Staff Responsibility: All Departments

Year 2 Update: Ongoing as part of new software package in FSS for tracking outcomes and update agency wide software package

Year 3 Update: Maintenance performance now tracked via Tenmast due to inclusion of labor data..Measurement data now being developed for occupancy.

Develop a safety program residents of NAHA.

Staff Responsibility: Safety and Security Department, Occupancy Department, and Resident Initiatives Department

Develop a system of costing maintenance jobs

Staff Responsibility: Finance Department and Maintenance Department

Update Year 2: Training completed, review of all direct cost procedures being reviewed. Software implementation 50% completed.

Year 3 Update. Costing project will be complete by end of year 3. Maintenance loaded rates are in system; consumable inventory is nearly complete; hourly activity reports are available for site managers.

Develop new personnel policies and procedures manual

Staff Responsibility: Human Resources

Year 2 Update: New employee policy manual completed.

Year 3 Update: New absentee policy completed; phase one of move to paid time off is complete.

Develop a procedures for systematic management and reporting for all departments

Staff Responsibility: All Departments

Year 2 Update: Ongoing as part of move to PBM.

Year 3 Update: Ongoing as part of move to PBM.

- ☒ Increase accountability for all staff: Directors, Coordinators, Line staff
Staff Responsibility: All Departments

☒ **To improve the overall positive perception of New Albany Housing Authority.**

- ☒ Develop Community Outreach presentations that demonstrate the functions of New Albany Housing Authority and each of its departments
Staff Responsibility: All Departments
Year 2 Update: Have developed various articles for newsletter, increase presentations to outside agencies.
Year 3 Update: Continue to serve outside the PHA in various capacities, develop positive relationships with all customers.
- ☒ Develop outreach articles and newsletters to present a picture of NAHA as an agency striving to improve
Staff Responsibility: Human Resources and Communications Department
- ☒ Develop a safety program for residents of NAHA
Staff Responsibility: Maintenance Department and Human Resources and Communications Department
- ☒ Develop an agency wide customer friendly attitude
Staff Responsibility: All Departments
- ☒ Develop programs for special at-risk populations
Staff Responsibility: Family Self Sufficiency and Supportive Services Department