

# **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)

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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.

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# **Streamlined Annual PHA Plan for Fiscal Year: 2007**

## **PHA Name: Village of Tupper Lake Housing Authority**

**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:** Village of Tupper Lake Housing Authority

**PHA Number:** NY081

**PHA Fiscal Year Beginning:** (mm/yyyy) 07/2007

**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: Susan Bombard, Executive Director                      Phone: 518-359-9220  
TDD: N/A                      Email (if available): Sbombardtla@yahoo.com

**Public Access to Information**

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

X      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.      X Yes       No.

If yes, select all that apply:

- X      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)

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

**Streamlined Annual PHA Plan**  
**Fiscal Year 2007**  
[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**
- X 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
- X 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.
- X 6. Supporting Documents Available for Review
- X 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
- X 8. Capital Fund Program 5-Year Action Plan
- 9. Attachments:

2003 Capital Fund Performance and Evaluation Report (NY081A01)  
2004 Capital Fund Performance and Evaluation Report (NY081B01)  
2005 Capital Fund Performance and Evaluation Report (NY081C01)  
2006 Capital Fund Performance and Evaluation Report (NY081D01)

**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.

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.

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. X 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 X 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 X 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):

<b>HOPE VI Revitalization Grant Status</b>	
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 X 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 X 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 X 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 X 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)?

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):
- 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.

1.  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):
2. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):

#### **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) State of New York

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)
  - The Village of Tupper Lake Housing Authority will continue to maintain and renovate its public housing units.
  - The Village of Tupper Lake Housing Authority will continue to provide accessible housing in its public housing program to persons with disabilities
  - The Village of Tupper Lake Housing Authority will continue to market its public housing program to make families and individuals aware of the availability of decent, safe, sanitary, and affordable housing in the Village of Tupper Lake.
- Other: (list below)

The Village of Tupper Lake Housing Authority Admission and Continued Occupancy Policy (ACOP) requirements are established and designed to:

- a. Provide improved living conditions for very low and low-income families while maintaining their rent payments at an affordable level.
- b. To operate a socially and financially sound agency that provides violence and drug-free housing with a suitable living environment for all residents.
- c. To deny admission of applicants or the continued occupancy of residents, whose habits and practices adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to our employees and service providers.
- d. To facilitate the judicious management of our inventory and efficient management of our staff.
- e. To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal Fair Housing laws and regulations so that the Admission and Continued Occupancy Policies are conducted without regard to race, color, religion, creed, sex, national origin, handicap or familial status

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

The New York State Consolidated Plan establishes three strategic objectives that are of equal importance and form the basis of New York State's strategy:

**1. Preserve and increase the supply of decent, safe, and affordable housing available to all low and moderate income households, and help identify and develop available resources to assist in the development of housing.**

While not specifically targeting funds in the Consolidated Plan for such programs, New York State believes it has a vested interest in the Federal Government's commitment to continue to provide resources for the operations, maintenance and preservation of Section 8 and Public Housing. The Consolidated Plan states: "The preservation of this irreplaceable low-income housing asset should remain a federal priority. Specifically, the federal government should maintain its commitment to rental assistance, preservation of housing eligible mortgage prepayment and funding for operations, repairs, maintenance and modernization of public housing."

**2. Improve the ability of low income and moderate New Yorkers to access rental And home-ownership opportunities.**

The Consolidated Plan includes the provision of rental assistance where possible and also providing home-ownership opportunities to low-income and minority households. State housing agencies are encouraged to apply for Section 8 program funding.

**3. Address the shelter, housing, and service needs of homeless poor and others with special needs.**

Among the programs to be utilized, are the various Section 8 programs.

The Consolidated Plan address Public Housing Resident Initiatives. The Plan states that "the State of New York does not directly own or administer Federal Public Housing. Therefore, the requirements of this section of the Consolidated Plan do not apply to the State of New York."

"The State does have a State Public Housing program as noted in the Needs Assessment. Tenant participation in the management of housing authorities is not only encouraged in this State, but mandated in New York's Public Housing Law, which provides that authorities having a population under one million be composed of up to seven members, including two tenants elected by public housing residents. The underlying philosophy has been to ensure that tenants' needs and concerns are effectively communicated to the governing body of the authority and, when necessary, to DHCR, as the supervising State agency."

The New York State Objectives respond to the purposes of the National Affordable Housing Act that are:

1. To help families not owning a home to save for a down payment for the purchase of a home;
2. To retain wherever feasible as housing affordable to low-income families those dwelling units produced for such purposes with Federal assistance;

3. To extend and strengthen partnership among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of housing affordable to low-income and moderate-income families.
4. To expand and improve Federal rental assistance for very low-income families; and
5. To increase the supply of supportive housing, which combines structural features and services needed to enable persons with special needs to live with dignity and independence.

In summary, the New York State Consolidated Plan strategies are consistent with and support the goals and objectives of the Village of Tupper Lake Housing Authority.

## **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.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
N/A	<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
X	<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
N/A	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard Annual Plans
X	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
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. X Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
N/A	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents. X Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development. X Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
N/A	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
X	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
X	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
		Sufficiency
N/A	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
N/A	Any policies governing any Section 8 special housing types <input type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
N/A	Section 8 informal review and hearing procedures. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
X	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
N/A	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
X	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
N/A	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
N/A	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Public Housing Community Service Policy/Programs <input type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
X	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
N/A	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
X	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
N/A	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
X	Other supporting documents (optional) (list individually; use as many lines as necessary) Definition of Substantial Deviation Resident Member of PHA Governing Board Membership of Resident Advisory Board	(specify as needed)  Annual Plan Annual Plan Annual Plan
N/A	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> :	Joint Annual PHA Plan for

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
	Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Consortia: Agency Identification and Annual Management and Operations

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

<b>Annual Statement/Performance and Evaluation Report ATTACHMENT A</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name: Village of Tupper Lake Housing Authority			Grant Type and Number Capital Fund Program Grant No: NY06P08150107 Replacement Housing Factor Grant No:		Federal FY of Grant: 2007
<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	26,000			
3	1408 Management Improvements				
4	1410 Administration	5,100			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	734			
10	1460 Dwelling Structures	104,000			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	135,834			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

<b>Annual Statement/Performance and Evaluation Report                      Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)                      Part II: Supporting Pages</b>								
PHA Name: Village of Tupper Lake Housing Authority			Grant Type and Number Capital Fund Program Grant No: NY06P08150107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007		
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	
<b>HA Wide</b>	<b><u>Operations</u></b>	1406						
	Resident Service Coordinator/benefits		Lump Sum	26,000				
	<b>Subtotal Acct 1406</b>			<b>26,000</b>				
<b>HA Wide</b>	<b><u>Administration</u></b>	1410						
	Software Admin Fees		Lump Sum	5,100				
	<b>Subtotal Acct 1410</b>			<b>5,100</b>				
<b>HA Wide</b>	<b><u>Site Improvements</u></b>	1450						
	Landscaping		Lump Sum	734				
	<b>Subtotal Acct 1450</b>							
<b>HA Wide</b>	<b><u>Dwelling Structures</u></b>	1460						
	Community Building Renovation		Lump Sum	15,000				

**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 II: Supporting Pages								
PHA Name: Village of Tupper Lake Housing Authority			Grant Type and Number Capital Fund Program Grant No: NY06P08150107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007		
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	
<b>NY081-1</b>	Replace Water Heaters		10	2,000				
<b>NY081-1</b>	Replace Kitchen Cabinets		20	5,000				
<b>NY081-1</b>	Replace Flooring		20	3,000				
<b>NY081-2</b>	Replace Water Heaters		10	2,000				
<b>NY081-2</b>	Replace Kitchen Cabinets		20	5,000				
<b>NY081-02</b>	Replace Flooring		20	3,000				
<b>NY081-02</b>	Window Replacement		80	30,000				
<b>NY081-02</b>	Foundation Repair		5	39,000				
	<b>Subtotal Acct 1460</b>							
	<b>GRAND TOTAL</b>			135,834				

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

<b>Annual Statement/Performance and Evaluation Report                      Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)                      Part III: Implementation Schedule</b>							
PHA Name: Village of Tupper Lake Housing Authority			<b>Grant Type and Number</b> Capital Fund Program No: NY06P08150107 Replacement Housing Factor No:				<b>Federal FY of Grant: 2007</b>
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA WIDE	09/30/09			09/30/11			
NY081-1	09/30/09			09/30/11			
NY081-2	09/30/09			09/30/11			

## 8. Capital Fund Program Five-Year Action Plan

<b>Capital Fund Program Five-Year Action Plan</b>					
<b>Part I: Summary</b>					
PHA Name Village of Tupper Lake Housing Authority				<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2  FFY Grant: 2008 PHA FY: 07/01/08	Work Statement for Year 3  FFY Grant: 2009 PHA FY: 07/01/09	Work Statement for Year 4  FFY Grant: 2010 PHA FY: 07/01/10	Work Statement for Year 5  FFY Grant: 2011 PHA FY: 07/01/11
	Annual Statement				
<b>HA WIDE</b>		45,600	50,500	56,200	57,500
<b>NY081-1</b>		65,500	63,000	67,000	59,600
<b>NY081-2</b>		24,734	22,334	12,634	18,734
CFP Funds Listed for 5-year planning		135,834	135,834	135,834	135,834
Replacement Housing Factor Funds					

## 8. Capital Fund Program Five-Year Action Plan

<b>Capital Fund Program Five-Year Action Plan</b>						
<b>Part II: Supporting Pages—Work Activities</b>						
Activities for Year 1	Activities for Year : 2 FFY Grant: 2008 PHA FY: 07/01/08			Activities for Year: 3 FFY Grant: 2009 PHA FY: 07/01/09		
	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
<b>See</b>	<b>HA Wide</b>	<b><u>Operations (1406)</u></b>		<b>HA Wide</b>	<b><u>Operations (1406)</u></b>	
<b>Annual</b>		Resident Services Coordinator/benefits	42,000		Resident Service Coordinator/benefits	46,500
<b>Statement</b>						
	<b>HA Wide</b>	<b><u>Fees &amp; Costs (1430)</u></b>		<b>HA Wide</b>	<b><u>Fees &amp; Costs (1430)</u></b>	
		A&E Fees; reimbursable costs	3,600		A&E Fees; reimbursable fees	4,000
		<b>Total HA Wide</b>	<b>45,600</b>		<b>Total HA Wide</b>	<b>50,500</b>
		<b><u>Dwelling Structures (1460)</u></b>			<b><u>Dwelling Structures (1460)</u></b>	
	<b>NY081-1</b>	New lighting fixtures 70 units	11,000	<b>NY081-1</b>	Renovate Handicap Units	63,000
	<b>NY081-1</b>	Replace Kitchen Cabinets & Counter Tops (50 Units)	52,500		<b>Subtotal NY081-1</b>	<b>63,000</b>
	<b>NY081-1</b>	Replace 10 Water Heaters	2,000	<b>NY081-2</b>	Renovate handicap units	22,334
		<b>Subtotal NY081-1</b>	<b>65,500</b>		<b>Subtotal NY091-2</b>	<b>22,334</b>

**8. Capital Fund Program Five-Year Action Plan**

	<b>NY081-2</b>	New lighting fixtures 20 units	4,500			
	<b>NY081-2</b>	Replace % of flooring in units	20,234			
		<b>Subtotal NY081-2</b>	<b>24,734</b>			
Total CFP Estimated Cost			<b>\$135,834</b>			<b>\$135,834</b>

## 8. Capital Fund Program Five-Year Action Plan

<b>Capital Fund Program Five-Year Action Plan</b> <b>Part II: Supporting Pages—Work Activities</b>					
Activities for Year : 4 FFY Grant: 2010 PHA FY: 07/01/10			Activities for Year: 5 FFY Grant: 2011 PHA FY: 07/01/11		
<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
	<b><u>Operations (1406)</u></b>			<b><u>Operations (1406)</u></b>	
<b>HA Wide</b>	Resident Services Coordinator/benefits	50,000	<b>HA Wide</b>	Resident Services Coordinator/benefits	52,000
	<b><u>Fees &amp; Costs (1430)</u></b>			<b><u>Fees &amp; Costs (1430)</u></b>	
<b>HA Wide</b>	A&E Fees; reimbursable costs	6,200	<b>HA Wide</b>	A&E Fees; reimbursable cost	5,500
	<b>Total HA Wide</b>	<b>56,200</b>	<b>Total HA Wide</b>		<b>57,500</b>
	<b><u>Dwelling Structures (1460)</u></b>			<b><u>Site Improvements (1450)</u></b>	
<b>NY081-1</b>	Replace % Windows	67,000	<b>NY081-1</b>	Landscaping	5,600
	<b>Subtotal NY081-1</b>	<b>67,000</b>		<b>Subtotal NY081-1</b>	<b>5,600</b>
<b>NY081-2</b>	Replace Doors	12,634		<b><u>Site Improvements (1450)</u></b>	
	<b>Subtotal NY081-2</b>	<b>12,634</b>	<b>NY081-2</b>	Landscaping	3,500
				<b>Subtotal NY081-2</b>	<b>3,500</b>



**Attachment A**

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

<b>PHA Name: Village of Tupper Lake Housing Authority</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: NY06P08150103 Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> <b>2003</b>
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: 1)  
 Performance and Evaluation Report for Period 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-CFP Funds				
2	1406 Operations	52,918	78,863	78,863	78,863
3	1408 Management Improvements Soft Costs				
	Management Improvements Hard Costs				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	5,800	0	0	0
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	46,247	0	0	0
11	1465.1 Dwelling Equipment— Nonexpendable	31,200	57,302	57,302	26,884
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				

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

<b>PHA Name: Village of Tupper Lake Housing Authority</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: NY06P08150103 Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> <b>2003</b>
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: 1)  
 Performance and Evaluation Report for Period 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
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	136,165	136,165	136,165	105,747
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Village of Tupper Lake Housing Authority		Grant Type and Number Capital Fund Program Grant No: NY06P08150103 Replacement Housing Factor Grant No:				Federal FY of Grant: 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<b>Operations</b>	1406						
<b>HA Wide</b>	Public Housing operations		Lump Sum	52,918	78,863	78,863	78,863	67%
	<b>Subtotal Account 1406</b>			<b>52,918</b>	78,863	<b>78,863</b>	<b>78,863</b>	
	<b>Fees and Costs</b>	1430						
<b>HA Wide</b>	A & E Fees; reimbursable costs		Lump Sum	5,800	0	0	0	Not needed
	<b>Subtotal Account 1430</b>			<b>5,800</b>	<b>0</b>	<b>0</b>	<b>0</b>	
	<b>Dwelling Structures</b>	1460						
<b>NY081-1</b>	Install tubs and Surrounds		44 units	34,047	0	0	0	Deferred
<b>NY081-2</b>	Install gutters on buildings			12,200	0	0	0	Deferred
	<b>Subtotal Account 1460</b>			<b>46,247</b>	<b>0</b>	<b>0</b>	<b>0</b>	
	<b>Dwelling Equipment</b>	1465.1						100%
<b>NY081-1</b>	Replace ranges		28	7,700	19,182	19,182	5,936	
<b>NY081-1</b>	Replace refrigerators		28	10,500	27,326	27,326	10,154	
<b>NY081-2</b>	Replace ranges		20	5,500	4,254	4,254.	4,254	

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

PHA Name: Village of Tupper Lake Housing Authority		Grant Type and Number Capital Fund Program Grant No: NY06P08150103 Replacement Housing Factor Grant No:				Federal FY of Grant: 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
<b>NY081-2</b>	Replace refrigerators		20	7,500	6,540	6,540	6,540	
	<b>Subtotal Account 1465.1</b>			<b>31,200</b>	<b>57,302</b>	<b>57,302</b>	<b>26,884</b>	
	<b>Grand Total</b>			<b>136,165</b>	<b>136,165</b>	<b>136,165</b>	<b>105,747</b>	

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

PHA Name: Village of Tupper Lake Housing Authority	Grant Type and Number Capital Fund Program No: NY06P08150103 Replacement Housing Factor No:	Federal FY of Grant: <b>2003</b>
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Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA Wide	09/16/05			09/16/07			
NY081-1	09/16/05			09/16/07			
NY081-2	09/16/05			09/16/07			

**Attachment B**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name: Village of Tupper Lake Housing Authority</b>			<b>Grant Type and Number</b> Capital Fund Program Grant No: NY06P08150104 Replacement Housing Factor Grant No:		<b>Federal FY of Grant: 2004</b>
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:      ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2006 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Revision 1	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	57,094		57,094	57,094
3	1408 Management Improvements				
4	1410 Administration	10,000		10,000	10,000
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	8,000		0	0
8	1440 Site Acquisition				
9	1450 Site Improvement	80,000		80,000	0
10	1460 Dwelling Structures	2,600		2,600	1,786
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	157,694		149,694	68,880
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				

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name: Village of Tupper Lake Housing Authority</b>			<b>Grant Type and Number</b> Capital Fund Program Grant No: NY06P08150104 Replacement Housing Factor Grant No:		<b>Federal FY of Grant: 2004</b>
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:      )					
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2006 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Revision 1	Revised	Obligated	Expended
	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: Village of Tupper Lake Housing Authority		Grant Type and Number Capital Fund Program Grant No: NY06P08150104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004			
Development Number Name/HA- Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision 1	Revised	Funds Obligated	Funds Expended	
<b>HA Wide</b>	<b><u>Operations</u></b>	1406						100 %
	Resident Services Coordinator/benefits; PH Operations		Lump Sum	57,094		57,094	57,094	
	<b>Subtotal Acct 1406</b>			<b>57,094</b>		<b>57,094</b>	<b>57,094</b>	
<b>HA Wide</b>	<b><u>Administration</u></b>	1410						100 %
	Salaries/benefits for CFP Administration		Lump Sum	10,000		10,000	10,000	
	<b>Subtotal Acct 1410</b>			<b>10,000</b>		<b>10,000</b>	<b>10,000</b>	
<b>HA Wide</b>	<b><u>Fees and Costs</u></b>	1430						Planning
	A&E Fees; reimbursable costs		Lump Sum	8,000		0	0	
	<b>Subtotal Acct 1430</b>			<b>8,000</b>		<b>0</b>	<b>0</b>	
	<b><u>Site Improvements</u></b>							

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

PHA Name: Village of Tupper Lake Housing Authority		Grant Type and Number Capital Fund Program Grant No: NY06P08150104 Replacement Housing Factor Grant No:			Federal FY of Grant: 2004			
Development Number Name/HA- Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Revision 1	Revised	Funds Obligated	Funds Expended	
<b>NY081-1</b>	Replace sewer lines; including remove & replace sidewalks and parking area affected.		Lump Sum	80,000		80,000	0	In Process
	<b>Subtotal Acct 1450</b>			<b>80,000</b>		<b>0</b>	<b>0</b>	
	<b><u>Dwelling Structures</u></b>	1460						
<b>NY081-1</b>	Replace water heaters		7	1,400		1,400	1,400	100 %
<b>NY081-1</b>	Replace a % of the dwelling unit floors			0		0	0	Deferred
<b>NY081-2</b>	Replace water heaters		6	1,200		1,200	386	32 %
	<b>Subtotal Acct 1460</b>			<b>2,600</b>		<b>2,600</b>	<b>1,786</b>	
	<b>Grand Total</b>			<b>157,694</b>		<b>149,694</b>	<b>68,880</b>	

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

PHA Name: Village of Tupper Lake Housing Authority		Grant Type and Number Capital Fund Program No: NY06P08150104 Replacement Housing Factor No:					Federal FY of Grant: 2004
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA Wide	09/13/06			09/13/08			
NY081-1	09/13/06			09/13/08			
NY081-2	09/13/06			09/13/08			

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

PHA Name: Village of Tupper Lake Housing Authority	Grant Type and Number Capital Fund Program Grant No: NY06P08150105 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 Period Ending: 12/31/2006  Final Performance and Evaluation Report

Lin e	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	55,642		55,642	55,642
3	1408 Management Improvements				
4	1410 Administration	11,461		0	0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	5,700		0	0
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	50,000		0	0
11	1465.1 Dwelling Equipment— Nonexpendable	24,900		0	0
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 –	147,703		55,642	55,642

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

PHA Name: Village of Tupper Lake Housing Authority	Grant Type and Number Capital Fund Program Grant No: NY06P08150105 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 Period Ending: 12/31/2006  Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
	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				
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: Village of Tupper Lake Housing Authority		Grant Type and Number Capital Fund Program Grant No: NY06P08150105 Replacement Housing Factor Grant No:				Federal FY of Grant: 2005		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
<b>HA Wide</b>	<b><u>Operations</u></b>	1406						
	Resident Services Coordinator/benefits; PH operations; subsidy shortfall		LS	55,642		55,642	55,642	
	<b>Subtotal Acct 1406</b>			<b>55,642</b>		<b>55,642</b>	<b>55,642</b>	
<b>HA Wide</b>	<b><u>Administration</u></b>	1410						
	Salaries/benefits for CFP administration		LS	11,461		0	0	Planning
	<b>Subtotal Acct 1410</b>			<b>11,461</b>		<b>0</b>	<b>0</b>	
<b>HA Wide</b>	<b><u>Fees &amp; Costs</u></b>	1430						
	A&E fees; reimbursable costs		LS	5,700		0	0	Planning
	<b>Subtotal Acct 1430</b>			<b>5,700</b>		<b>0</b>	<b>0</b>	
	<b><u>Dwelling Structures</u></b>							
<b>NY081-2</b>	Construct free standing storage unit facility (estimate of half the cost)	1460	LS	50,000		0	0	Planning
	<b>Subtotal Acct 1460</b>			<b>50,000</b>		<b>0</b>	<b>0</b>	

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

PHA Name: Village of Tupper Lake Housing Authority		Grant Type and Number Capital Fund Program Grant No: NY06P08150105 Replacement Housing Factor Grant No:			Federal FY of Grant: 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	<u>Dwelling Equipment</u>							
<b>NY081-1</b>	Replace Ranges		46	9,800		0	0	Planning
<b>NY081-1</b>	Replace Refrigerators		46	15,100		0	0	Planning
	<b>Subtotal Acct 1465.1</b>			<b>24,900</b>		<b>0</b>	<b>0</b>	
	<b>Grand Total</b>			<b>147,703</b>		<b>55,642</b>	<b>55,642</b>	

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

PHA Name: Village of Tupper Lake Housing Authority		Grant Type and Number Capital Fund Program No: NY06P08150105 Replacement Housing Factor No:					Federal FY of Grant: 2005
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA Wide	09/30/07			09/30/09			
NY081-1	09/30/07			09/30/09			
NY081-2	09/30/07			09/30/09			

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

PHA Name: **Village of Tupper Lake Housing Authority**

Grant Type and Number  
Capital Fund Program Grant No: NY06P08150106  
Replacement Housing Factor Grant No:

Federal FY  
of Grant:  
**2006**

Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending:  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	34,000		34,000	34,000
3	1408 Management Improvements	16,105		16,105	16,105
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	2,100		0	0
8	1440 Site Acquisition				
9	1450 Site Improvement	50,829		0	0
10	1460 Dwelling Structures	32,800		0	0
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	135,834		50,105	50,105
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Village of Tupper Lake Housing Authority		Grant Type and Number Capital Fund Program Grant No: NY06P08150106 Replacement Housing Factor Grant No:			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	
<b>HA Wide</b>	<b><u>Operations</u></b>	1406						
	Resident Services Coordinator/benefits; PH Operations		Lump Sum	34,000		34,000	34,000	100 %
	<b>Subtotal Acct 1406</b>			<b>34,000</b>		<b>34,000</b>	<b>34,000</b>	
<b>HA Wide</b>	<b><u>Management Improvements</u></b>	1408						
<b>HA Wide</b>	Software		Lump Sum	16,105		16,105	16,105	100 %
	<b>Subtotal Acct 1408</b>			<b>16,105</b>		<b>16,105</b>	<b>16,105</b>	
<b>HA Wide</b>	<b><u>Fees and Costs</u></b>	1430						
	A&E Fees; reimbursable costs		Lump Sum	2,100		0	0	Planning
	<b>Subtotal Acct 1430</b>			<b>2,100</b>		<b>0</b>	<b>0</b>	
	<b><u>Site Improvements</u></b>	1450						

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

PHA Name: Village of Tupper Lake Housing Authority		Grant Type and Number Capital Fund Program Grant No: NY06P08150106 Replacement Housing Factor Grant No:			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	
NY081-1	Resurface parking lots and roadways; sidewalk repairs		Lump Sum	30,000		0	0	Planning
NY081-1	Install exterior lighting		Lump Sum	3,000		0	0	Planning
NY081-2	Install exterior lighting		Lump Sum	1,000		0	0	Planning
NY081-2	Resurface parking lots and roadways; sidewalk repairs		Lump Sum	16,829		0	0	Planning
	<b>Subtotal Acct 1450</b>			<b>50,829</b>		0	0	
	<b>Dwelling Structures</b>	1460						
NY081-1	Replace water heaters		10	1,400		0	0	Planning
NY081-2	Replace water heaters		10	1,400		0	0	Planning
NY081-2	Construct free standing storage unit facility (estimate of half the cost)		Lump Sum	30,000		0	0	

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

PHA Name: Village of Tupper Lake Housing Authority		Grant Type and Number Capital Fund Program Grant No: NY06P08150106 Replacement Housing Factor Grant No:			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	
	<b>Subtotal Acct 1460</b>			<b>32,800</b>		0	0	
	<b>Grand Total</b>			<b>135,834</b>		50,105	50,105	

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

PHA Name: Village of Tupper Lake Housing Authority		Grant Type and Number Capital Fund Program No: NY06P08150106 Replacement Housing Factor No:					Federal FY of Grant: 2006
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA Wide	09/30/08			09/30/10			
NY081-1	09/30/08			09/30/10			
NY081-2	09/30/08			09/30/10			

## 8. Capital Fund Program Five-Year Action Plan

<b>Capital Fund Program Five-Year Action Plan</b>					
<b>Part I: Summary</b>					
PHA Name: Village of Tupper Lake Housing Authority		<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>			
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2  FFY Grant: 2007 PHA FY: 07/01/07	Work Statement for Year 3  FFY Grant: 2008 PHA FY: 07/01/08	Work Statement for Year 4  FFY Grant: 2009 PHA FY: 07/01/09	Work Statement for Year 5  FFY Grant: 2010 PHA FY: 07/01/10
	Annual Statement				
HA Wide		61,310	54,531	47,417	57,492
NY081-1		80,033	63,172	40,693	64,565
NY081-2		6,360	30,000	59,593	25,646
CFP Funds Listed for 5-year planning		147,703	147,703	147,703	147,703
Replacement Housing Factor Funds					

## 8. Capital Fund Program Five-Year Action Plan

<b>Capital Fund Program Five-Year Action Plan</b>						
<b>Part II: Supporting Pages—Work Activities</b>						
Activities for Year 1	Activities for Year: <u>  2  </u> FFY Grant: 2007 PHA FY: 07/01/07			Activities for Year: <u>  3  </u> FFY Grant: 2008 PHA FY: 07/01/08		
	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
<b>See</b>	<b>HA Wide</b>	<b><u>Operations (1406)</u></b>		<b>HA Wide</b>	<b><u>Operations (1406)</u></b>	
<b>Annual</b>		Resident Services Coordinator/benefits; PH operations	58,947		Resident Services Coordinator/benefits & PH operations	48,078
<b>Statement</b>						
	<b>HA Wide</b>	<b><u>Fees &amp; Costs (1430)</u></b>			<b><u>Fees &amp; Costs (1430)</u></b>	
		A&E fees; reimbursable costs	2,363	<b>HA Wide</b>	A&E fees; reimbursable costs	6,453
		<b>Total HA Wide</b>	<b>61,310</b>			
					<b>Total HA Wide</b>	<b>54,531</b>
		<b><u>Dwelling Structures (1460)</u></b>				
	<b>NY081-1</b>	New lighting fixtures in 70 units (kitchens, dining & hallways)	11,000		<b><u>Dwelling Structures (1460)</u></b>	
	<b>NY081-1</b>	New lighting fixtures in entryways (26 units)	1,500	<b>NY081-1</b>	Renovate handicap units	63,172
	<b>NY081-1</b>	Replace kitchen cabinets & counter tops (26 units)	64,533		<b>Subtotal NY081-1</b>	<b>63,172</b>
	<b>NY081-1</b>	Replace 15 water heaters	3,000	<b>NY081-2</b>	Renovate handicap units	30,000
		<b>Subtotal NY081-1</b>	<b>80,033</b>		<b>Subtotal NY081-2</b>	<b>30,000</b>
	<b>NY081-2</b>	New kitchen & hallway lighting fixtures (20 units)	3,160			



## 8. Capital Fund Program Five-Year Action Plan

<b>Capital Fund Program Five-Year Action Plan</b> <b>Part II: Supporting Pages—Work Activities</b>					
Activities for Year: <u>4</u> FFY Grant: 2009 PHA FY: 07/01/09			Activities for Year: <u>5</u> FFY Grant: 2010 PHA FY: 07/01/10		
<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
	<b><u>Operations (1406)</u></b>			<b><u>Operations (1406)</u></b>	
<b>HA Wide</b>	Resident Services Coordinator/benefits & PH operations	41,094	<b>HA Wide</b>	Resident Services Coordinator/benefits & PH operations	54,492
	<b><u>Fees &amp; Costs (1430)</u></b>			<b><u>Fees &amp; Costs (1430)</u></b>	
<b>HA Wide</b>	A&E fees; reimbursable costs	6,323	<b>HA Wide</b>	A&E fees; reimbursable costs	3,000
	<b>Total HA Wide</b>	<b>47,417</b>		<b>Total HA Wide</b>	<b>57,492</b>
	<b><u>Dwelling Structures (1460)</u></b>			<b><u>Site Improvements (1450)</u></b>	
<b>NY081-1</b>	Replace % of floors in dwelling units	40,693	<b>NY081-1</b>	Landscaping	9,250
	<b>Subtotal NY081-1</b>	<b>40,693</b>		<b>Subtotal NY081-1</b>	<b>9,250</b>
<b>NY081-2</b>	Replace % of floors in dwelling units	59,593	<b>NY081-2</b>	Landscaping	2,200
	<b>Subtotal NY081-2</b>	<b>59,593</b>		<b>Subtotal NY081-2</b>	<b>2,200</b>
				<b><u>Dwelling Structures (1460)</u></b>	
			<b>NY081-1</b>	Replace 10 water heaters	2,000
			<b>NY081-1</b>	Brick work	6,465



# TABLE OF CONTENTS

## ADMISSIONS AND CONTINUED OCCUPANCY POLICY

---

<b>1.0</b>	<b>FAIR HOUSING</b> .....	<b>1</b>
<b>2.0</b>	<b>REASONABLE ACCOMMODATION</b> .....	<b>1</b>
2.1	COMMUNICATION .....	2
2.2	QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION .....	2
<b>3.0</b>	<b>SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS</b> ..	<b>4</b>
<b>4.0</b>	<b>FAMILY OUTREACH</b> .....	<b>4</b>
<b>5.0</b>	<b>RIGHT TO PRIVACY</b> .....	<b>4</b>
<b>6.0</b>	<b>REQUIRED POSTINGS</b> .....	<b>5</b>
<b>7.0</b>	<b>TAKING APPLICATIONS</b> .....	<b>5</b>
<b>8.0</b>	<b>ELIGIBILITY FOR ADMISSION</b> .....	<b>7</b>
8.1	INTRODUCTION.....	7
8.2	ELIGIBILITY CRITERIA .....	7
8.3	SUITABILITY .....	11
8.4	GROUND FOR DENIAL .....	13
8.5	INFORMAL REVIEW .....	16
<b>9.0</b>	<b>MANAGING THE WAITING LIST</b> .....	<b>16</b>
9.1	OPENING AND CLOSING THE WAITING LIST.....	17
9.2	ORGANIZATION OF THE WAITING LIST.....	17
9.3	FAMILIES NEARING THE TOP OF THE WAITING LIST.....	17
9.4	PURGING THE WAITING LIST.....	17
9.5	REMOVAL OF APPLICANTS FROM THE WAITING LIST.....	18
9.6	MISSED APPOINTMENTS .....	18
9.7	NOTIFICATION OF NEGATIVE ACTIONS .....	18
<b>10.0</b>	<b>TENANT SELECTION AND ASSIGNMENT PLAN</b> .....	<b>19</b>
10.1	PREFERENCES .....	19
10.2	ASSIGNMENT OF BEDROOM SIZES .....	19
10.3	SELECTION FROM THE WAITING LIST .....	21
10.4	DECONCENTRATION POLICY .....	21
10.5	OFFER OF A UNIT .....	21
10.6	REJECTION OF UNIT .....	22
10.7	ACCEPTANCE OF UNIT .....	22
<b>11.0</b>	<b>INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME</b> .....	<b>23</b>

11.1	INCOME .....	23
11.2	ANNUAL INCOME .....	27
11.3	DEDUCTIONS FROM ANNUAL INCOME .....	32
11.4	RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME ...	33
11.5	COOPERATING WITH WELFARE AGENCIES .....	33
<b>12.0</b>	<b>VERIFICATION .....</b>	<b>34</b>
12.1	ACCEPTABLE METHODS OF VERIFICATION.....	35
12.2	TYPES OF VERIFICATION .....	38
12.3	VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS.....	41
12.4	VERIFICATION OF SOCIAL SECURITY NUMBERS .....	42
12.5	TIMING OF VERIFICATION .....	42
12.6	FREQUENCY OF OBTAINING VERIFICATION.....	43
12.7	SPECIAL VERIFICATION FOR ADULT STUDENTS .....	43
<b>13.0</b>	<b>DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT ..</b>	<b>43</b>
13.1	FAMILY CHOICE.....	44
13.2	THE INCOME METHOD .....	44
13.3	MINIMUM RENT .....	45
13.4	THE FLAT RENT.....	46
13.5	CEILING RENT .....	46
13.6	RENT FOR FAMILIES UNDER THE NONCITIZEN RULE.....	46
13.7	UTILITY ALLOWANCE.....	47
13.8	PAYING RENT .....	48
<b>14.0</b>	<b>COMMUNITY SERVICE .....</b>	<b>48</b>
14.1	GENERAL .....	48
14.2	EXEMPTIONS.....	49
14.3	NOTIFICATION OF THE REQUIREMENT .....	50
14.4	VOLUNTEER OPPORTUNITIES .....	50
14.5	THE PROCESS.....	51
14.6	NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT.....	51
14.7	OPPORTUNITY FOR CURE.....	52
14.8	PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES .....	52
<b>15.0</b>	<b>RECERTIFICATIONS.....</b>	<b>52</b>
15.1	GENERAL .....	52
15.2	MISSED APPOINTMENTS.....	53
15.3	FLAT RENTS .....	53
15.4	THE INCOME METHOD .....	54
15.5	EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS	55
15.6	INTERIM REEXAMINATIONS .....	55
15.7	SPECIAL REEXAMINATIONS .....	56
15.8	EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS .....	56

15.9	HOUSING AUTHORITY MISTAKES IN CALCULATING RENT .....	57
<b>16.0</b>	<b>UNIT TRANSFERS .....</b>	<b>57</b>
16.1	OBJECTIVES OF THE TRANSFER POLICY.....	57
16.2	CATEGORIES OF TRANSFERS .....	58
16.3	DOCUMENTATION.....	58
16.4	INCENTIVE TRANSFERS.....	58
16.5	PROCESSING TRANSFERS.....	59
16.6	COST OF THE FAMILY'S MOVE.....	59
16.7	TENANTS IN GOOD STANDING .....	60
16.8	TRANSFER REQUESTS .....	60
16.9	RIGHT OF THE TUPPER LAKE HOUSING AUTHORITY IN TRANSFER POLICY.....	61
<b>17.0</b>	<b>INSPECTIONS .....</b>	<b>61</b>
17.1	PRE MOVE-IN INSPECTIONS.....	61
17.2	MOVE-IN INSPECTIONS .....	61
17.3	ANNUAL INSPECTIONS .....	61
17.4	PREVENTATIVE MAINTENANCE INSPECTIONS .....	62
17.5	SPECIAL INSPECTIONS .....	62
17.6	HOUSEKEEPING INSPECTIONS .....	62
17.7	NOTICE OF INSPECTION.....	62
17.8	EMERGENCY INSPECTIONS .....	62
17.9	PRE-MOVE-OUT INSPECTIONS .....	62
17.10	MOVE-OUT INSPECTIONS .....	63
<b>18.0</b>	<b>PET POLICY.....</b>	<b>63</b>
18.1	EXCLUSIONS.....	63
18.2	PETS IN SENIOR BUILDINGS, GROUNDS AND COMMON AREAS.....	63
18.3	PETS IN FAMILY BUILDINGS, GROUNDS AND COMMON AREAS.....	63
<b>19.0</b>	<b>REPAYMENT AGREEMENTS.....</b>	<b>63</b>
<b>20.0</b>	<b>TERMINATION.....</b>	<b>64</b>
20.1	TERMINATION BY TENANT.....	64
20.2	TERMINATION BY THE HOUSING AUTHORITY .....	64
20.4	ABANDONMENT.....	68
20.5	RETURN OF SECURITY DEPOSIT .....	68
<b>21.0</b>	<b>SUPPORT FOR OUR ARMED FORCES.....</b>	<b>69</b>
<b>22.0</b>	<b>ANTI-FRAUD POLICY .....</b>	<b>69</b>
	<b>GLOSSARY.....</b>	<b>71</b>
	<b>ACRONYMS.....</b>	<b>85</b>

# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP) VILLAGE OF TUPPER LAKE HOUSING AUTHORITY**

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This Admissions and Continued Occupancy Policy defines the Village of Tupper Lake Housing Authority's (Tupper Lake Housing Authority) policies for the operation of the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

## **1.0 FAIR HOUSING**

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

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Tupper Lake Housing Authority's programs.

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

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

## **2.0 REASONABLE ACCOMMODATION**

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

## **2.1 COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, an appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the resident will include information about requesting a reasonable accommodation.

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

## **2.2 QUESTIONS TO ASK IN GRANTING THE ACOMMODATION**

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition.)

If the disability is apparent or already documented, the answer to this question is yes. It is possible 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 Tupper Lake Housing Authority will obtain verification that the person requesting the accommodation 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 Tupper Lake Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Tupper Lake 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 Tupper Lake Housing Authority's business is housing. If the request would alter the fundamental business that the Tupper Lake Housing Authority conducts, that would not be reasonable. For instance, the Tupper Lake Housing Authority would deny a request to have the Tupper Lake Housing Authority do grocery shopping for a person with disabilities.
  2. Would the requested accommodation create an undue hardship? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Tupper Lake Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is he or she needs; however, the Tupper Lake Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Tupper Lake Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Tupper Lake Housing Authority's programs and services, the Tupper Lake Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Tupper Lake Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Tupper Lake Housing Authority will seek to have the same entity pay for any restoration costs.

If the resident requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Tupper Lake Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a resident to materially violate essential lease terms will not be approved, i.e., allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

### **3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

All applicants that appear to be experiencing difficulties communicating in English will be asked if they need to communicate in a language other than English (including sign language or Braille). Their needs will be accommodated as much as possible. If another family member or a friend can translate, this option will be utilized to the maximum degree possible. The Tupper Lake Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English.

### **4.0 FAMILY OUTREACH**

The Tupper Lake Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the Tupper Lake 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 Tupper Lake Housing Authority will also try to utilize public service announcements.

The Tupper Lake Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

The objective of this effort is to develop a waiting list that is representative of our low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for public housing.

### **5.0 RIGHT TO PRIVACY**

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

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

## **6.0 REQUIRED POSTINGS**

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

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current Tupper Lake Housing Authority Notices

## **7.0 TAKING APPLICATIONS**

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

**Tupper Lake Housing Authority**  
**Ivy Terrace**  
**38 Boyer Avenue**  
**Tupper Lake, New York 12986**

Applications are taken to compile a waiting list. Due to the demand for housing in the Tupper Lake Housing Authority jurisdiction, the Tupper Lake Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Tupper Lake Housing Authority will verify the information.

Applications may be made in person at **the Tupper Lake Housing Authority office located at 38 Boyer Avenue, Tupper Lake, New York on Monday through Friday between the hours of 8:30AM and 4:00PM.** Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Tupper Lake Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Tupper Lake Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TTY) is available for the deaf. The TTY telephone number is **1-800-662-1220.**

The application process requires the family to provide basic information establishing any preferences to which they may be entitled. This results in the family's placement on the waiting list.

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

Upon receipt of the family's application, the Tupper Lake Housing Authority will make a determination of eligibility. The Tupper Lake Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Tupper Lake Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Tupper Lake Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

When the family nears the top of the waiting list the Tupper Lake Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

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

### **8.2 ELIGIBILITY CRITERIA**

- A. Family Status – All families must have a Head of Household or Co-Heads of Household.
  - 1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
    - a. Children temporarily absent from the home due to placement in foster care are considered family members.
    - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
  - 2. An **elderly family**, which is:
    - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
    - b. Two or more persons who are at least 62 years of age living together; or

- c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near elderly family**, which is:
    - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
    - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
    - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
  4. A **disabled family**, which is:
    - a. A family whose head, spouse, or sole member is a person with disabilities;
    - b. Two or more persons with disabilities living together; or
    - c. One or more persons with disabilities living with one or more live-in aides.
    - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
  5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
  6. A **remaining member of a resident family**.
  7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family.

B. Income Eligibility

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

income for the area. If the property has Low Income Housing Tax Credits on it, a lower income cap will apply.

2. Income limits apply only at admission and are not applicable for continued occupancy.
3. A family may not be admitted to the public housing program from another assisted housing program (e.g., resident-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Tupper Lake Housing Authority.
4. If the Tupper Lake Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing residents.
5. Income limit restrictions do not apply to families transferring within our Public Housing Program.
6. The Tupper Lake Housing Authority may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.
7. If there are no eligible families on the waiting list and the Tupper Lake Housing Authority has published a 30 calendar day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.

C. Citizenship/Eligibility Status

1. To be eligible for public housing 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)) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.
2. Family eligibility for assistance.

- a. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
- b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 13.6 for calculating rents under the non-citizen rule).
- c. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

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

E. Signing Consent Forms

- 1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
- 2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Tupper Lake 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 Tupper Lake Housing Authority to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
  - d. A statement allowing the Tupper Lake Housing Authority permission to access the applicant's criminal record with any and all police and/or law enforcement agencies, and

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

F. Special College Student Eligibility Rules

In order to be eligible for public housing, college students living outside their parents or guardians homes must have established a separate household for at least one year prior to applying to the public housing program. This will be verified by presenting to the Tupper Lake Housing Authority evidence of the establishment of the separate household.

The college student must not be claimed as a dependent by parents or guardians on their IRS returns. This will be verified by examining the student's IRS return for the previous year. The Tupper Lake Housing Authority will examine the box that asks if someone else claimed them on their tax return.

If the student is receiving an athletic scholarship that includes over \$5,000 a year for housing costs, the student shall not be eligible for public housing.

### 8.3 *SUITABILITY*

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

No applicant for public housing who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

- B. The Tupper Lake Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent and any utility payments;

2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;
  3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;
  4. History of disturbing neighbors or destruction of property;
  5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The Tupper Lake Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Tupper Lake Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse, co-head, and any other adult family members;
  2. A rental history check of all adult family members;
  3. A criminal background check on all adult household members, including live-in aides at no cost to the applicant. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Tupper Lake Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). In either case, an external database provider of criminal background information may be used. This criminal background check will proceed after each adult household member has signed a consent form designed by the Tupper Lake Housing Authority.

The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of the Tupper Lake Housing Authority who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the Tupper Lake Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred;

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

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

#### **8.4 GROUND FOR DENIAL**

The Tupper Lake Housing Authority is not required or obligated to assist families where applicants or members of the applicant's household:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity

including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;

For the purpose of this Policy, if any member of the applicant family has been arrested at least 2 times within the prior five (5) year period for this purpose, they will be determined to have engaged in criminal activity, drug-related criminal activity or violent criminal activity.

- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from federally assisted housing within the past five years because of drug-related criminal activity. The five year limit is based on the date of such eviction, not the date the crime was committed.

However, the Tupper Lake Housing Authority may admit the household if the PHA determines:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Tupper Lake Housing Authority; or
  2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
- K. Are currently engaging in the illegal use of a controlled substance. For purposes of this section, a member is “currently engaged in” the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current);
  - L. The Tupper Lake Housing Authority determines that it has reasonable cause to believe that a household member’s illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
  - M. The Tupper Lake Housing Authority determines that it has reasonable cause to believe that a household member’s abuse or pattern of abuse of alcohol may

threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

With respect to criminal activity described in paragraphs J, K, L, and M of this Section, Tupper Lake Housing Authority may require an applicant to exclude a household member in order to be admitted to public housing where that household member has participated in or been culpable for actions described in paragraphs J, K, L, and M that warrants denial.

- N. Have engaged in or threatened abusive or violent behavior towards any Tupper Lake Housing Authority staff member or resident;
- O. Fugitive felons, parole violators, and persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing met amphetamine (speed) in a public housing development, in a Section 8 assisted property, or on the premises of other federally assisted housing;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

In determining whether to deny admission for illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Tupper Lake Housing Authority may consider whether such household member:

- 1. Is participating in a supervised drug or alcohol rehabilitation program;
- 2. Has successfully completed a supervised drug or alcohol rehabilitation program;  
or
- 3. Has otherwise been successfully rehabilitated.

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

Before the Tupper Lake Housing Authority denies admission to the Tupper Lake Housing Authority's public housing program on the basis of a criminal record, the Tupper Lake Housing Authority must notify the household of the proposed action and must provide the person with the criminal record (i.e., a child) and the applicant (head of household)

with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. The applicant will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing. If the Tupper Lake Housing Authority does not receive the dispute within the allotted time, the applicant will be denied.

No applicant for public housing who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

## **8.5 *INFORMAL REVIEW***

- A. If the Tupper Lake Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Tupper Lake Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request in writing an informal review of the decision within 10 business days of the denial. The Tupper Lake Housing Authority will describe how to obtain the informal review.

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

- B. The applicant may request that the Tupper Lake Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the INS appeal decision.

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

## **9.0 MANAGING THE WAITING LIST**

### **9.1 OPENING AND CLOSING THE WAITING LIST**

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

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

### **9.2 ORGANIZATION OF THE WAITING LIST**

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contact between the Tupper Lake Housing Authority and the applicant will be documented in the applicant file.

### **9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family appears to be nearing the top of the waiting list, the family will be invited to an interview and the verification process will begin. The family's waiting list preference will be re-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 Tupper Lake Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

### **9.4 PURGING THE WAITING LIST**

The Tupper Lake Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families

for whom the Tupper Lake Housing Authority has current information, i.e., applicant's address, family composition, income category, and preferences.

#### **9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Tupper Lake Housing Authority will not remove an applicant's name from the waiting list unless:

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

Applicants will be offered the right to an informal review before being removed from the waiting list.

#### **9.6 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the Tupper Lake Housing Authority will be sent a notice of termination of the process for eligibility.

The Tupper Lake Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Tupper Lake Housing Authority will work closely with the family to find a more suitable time.

#### **9.7 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the Tupper Lake Housing Authority, in writing, that they have ten (10) business days from the date of the written correspondence to present mitigating circumstances or request in writing 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 Tupper Lake Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Tupper Lake Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and will provide a reasonable accommodation. An example

of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## 10.0 TENANT SELECTION AND ASSIGNMENT PLAN

### 10.1 PREFERENCES

The Tupper Lake Housing Authority will select families within each bedroom size category based on the date and time of their application.

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

**Buildings Designed for the Elderly and Disabled (Mixed Population Developments):** Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies or requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30 calendar day notice.

### 10.2 ASSIGNMENT OF BEDROOM SIZES

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

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
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. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the Tupper Lake 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 currently under a 50% or more joint custody decree, children who are temporarily away at school, or children who are temporarily in foster care.

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

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

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines. A family may request a smaller unit size than the guidelines allow. The Tupper Lake Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for one year or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines. A family may request a larger unit size than the guidelines allow. The Tupper Lake Housing Authority will allow the larger size unit if the family provides a verified medical or disability related need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's

own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30 calendar day notice before being required to move.

- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.
- E. In no event will a single person who is not an elderly person or a displaced person, or a person with disabilities be provided with a unit that is larger than one-bedroom.

### ***10.3 SELECTION FROM THE WAITING LIST***

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

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

### ***10.4 DECONCENTRATION POLICY***

The Tupper Lake Housing Authority is not subject to the deconcentration requirements according to 24 CFR 903. Nevertheless, the Tupper Lake Housing Authority will affirmatively market its housing to all eligible income groups.

### ***10.5 OFFER OF A UNIT***

When the Tupper Lake Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit.

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

The family will be offered the opportunity to view the unit. The family will have two (2) business days to view and accept or reject the unit. This verbal offer and the family's decision must be documented in the resident file. If the family rejects the offer of the unit, the Tupper Lake Housing Authority will send the family a letter documenting the offer and the rejection.

#### **10.6 REJECTION OF UNIT**

If the Tupper Lake Housing Authority did not skip over other families on the waiting list to reach a family, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

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

#### **10.7 ACCEPTANCE OF UNIT**

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

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

The applicant will be provided a copy of the lease and the following attachments:

- Applicant/Tenant Certification form
- PHA Official Certification form
- Authorization for Release of Information form
- Declaration of Citizenship form
- Lead Based Paint form
- Policy Information form
- Recertification Notice
- Resident Handbook

These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Tupper Lake Housing Authority will retain the original executed lease in the resident's file. The Grievance Procedure is posted in the Tupper Lake Housing Authority office and is available for review. A copy will be provided the resident upon request.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to **the Total Tenant Payment or \$150.00 whichever is greater.**

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

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

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

## **11.0 INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME**

To determine annual income, the Tupper Lake Housing Authority adds the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Tupper Lake Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

### **11.1 INCOME**

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

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

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

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or

prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

F. Welfare assistance

1. Welfare assistance payments

a. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

- i. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
- ii. Are not otherwise excluded under paragraph Section 11.2 of this Policy.

b. 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.

2. Imputed welfare income

a. A family's annual income includes the amount of imputed welfare income (because of specified welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic

self-sufficiency requirements, as specified in notice to the Tupper Lake Housing Authority by the welfare agency) plus the total amount of other annual income.

- b. At the request of the Tupper Lake Housing Authority, the welfare agency will inform the Tupper Lake Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Tupper Lake Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Tupper Lake Housing Authority will use this information to determine the amount of imputed welfare income for a family.
- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition during the term of the welfare benefits reduction (as specified in information provided to the Tupper Lake Housing Authority by the welfare agency).
- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The Tupper Lake Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the Tupper Lake Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Tupper Lake Housing Authority denies the family's request to modify such amount, then the Tupper Lake Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Tupper Lake Housing Authority's determination of the amount of imputed welfare income. The Tupper Lake Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a

grievance hearing.

3. Relations with welfare agencies

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

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

H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## ***11.2 ANNUAL INCOME***

Annual income does not include the following amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution unless it is an athletic scholarship that includes assistance available for housing costs and that portion is included in income;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program;
  - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring,

lawn maintenance, resident initiatives coordination, and serving as a member of the Tupper Lake Housing Authority governing board. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
  - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  - b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
  - c. Families who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program.

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

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

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

11. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
12. 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;
13. 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
14. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
  - b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
  - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
  - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
  - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
  - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));

(effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);

- g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94–540, 90 Stat. 2503–04);
- h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407–1408);
- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*, M.D.L. No. 381 (E.D.N.Y.);
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);

- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602);
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931); and
- t. Any low-income subsidy received to assist low-income persons in paying for their Medicare Prescription Drug Program.

The Tupper Lake Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

### ***11.3 DEDUCTIONS FROM ANNUAL INCOME***

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program;
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this

allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and

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

#### ***11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME***

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

#### ***11.5 COOPERATING WITH WELFARE AGENCIES***

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

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 resident-based assistance program to achieve self-sufficiency; and
- B. To provide written verification to the Tupper Lake Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

## **11.6 COOPERATING WITH LAW ENFORCEMENT AGENCIES**

The Tupper Lake Housing Authority Housing Authority will comply, on a case-by case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. The Tupper Lake Housing Authority Housing Authority will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

- A. The law enforcement agency shall notify the Tupper Lake Housing Authority Housing Authority that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- B. The location or apprehension of the recipient is within the Tupper Lake Housing Authority Housing Authority's official duties; and,
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

## **12.0 VERIFICATION**

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

## **12.1 ACCEPTABLE METHODS OF VERIFICATION**

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

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

### **1. Up-front Income Verifications (UIV)**

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

Current UIV resources include the following:

- a. Tenant Assessment Subsystem (TASS) – HUD's online system for Social Security (SS) and Supplemental Security Income (SSI) information.**
- b. State Wage Information Collection Agencies (SWICAs)**
- c. State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. Credit Bureau Information (CBA) credit reports**
- e. Internal Revenue Service (IRS) Letter 1722**
- f. Private sector databases (e.g. The Work Number)**

The Tupper Lake Housing Authority will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

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

No adverse action can be taken against a participant until the Tupper Lake Housing Authority has independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include the Tupper Lake Housing Authority requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

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

Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

## **2. Third –Party Written Verifications**

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

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

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

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

### **3. Third-Party Oral Verifications**

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

The Tupper Lake Housing Authority will allow five (5) business days for the return of third party oral verifications prior to continuing on to the next type of verification.

### **4. Review of Documents**

When UIV, written and oral third party verifications are not available within the two (2) week and five (5) business days period allowed in paragraphs 2 and 3 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

### **5. Self-Certification and Self-Declaration**

When UIV, written and oral third party verifications are not available within the two (2) week and five (5) business days period allowed in paragraphs 2 and 3 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

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

When any verification method other than Up-Front Income Verification is utilized, the Tupper Lake Housing Authority will document the reason for the choice of the verification methodology in the applicant/resident's file.

**12.2 TYPES OF VERIFICATION**

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Tupper Lake Housing Authority will send a request form to the source along with a release form signed by the applicant/resident via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card or a third party document stating the Social Security Number
Adult Status of the Head of Household		Valid drivers license, identification card issued by a government agency, or a birth certificate.
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	condition	
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Prescription Drug Coverage		A card issued by the private prescription drug plan with the words Medicare RX on it.
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of whole life	Letter from insurance company	Current statement

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
insurance policies		
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Social Security		Letter from Social Security as verified by HUD computer systems
Periodic payments (i.e., welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled or completed</li> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local govt., or local program</li> <li>- whether it is employment training</li> <li>- whether it has clearly defined goals and objectives</li> <li>- whether program has supportive services</li> <li>- whether payments are for out-of-</li> </ul>	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	pocket expenses incurred in order to participate in a program - date of first job after program completion	Evidence of job start

### **12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

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

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

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

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

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

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

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

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

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

If the Tupper Lake 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 public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

#### ***12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS***

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

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The Tupper Lake 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 housed until verification is provided.

If a member of a resident family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) calendar days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) calendar days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

#### ***12.5 TIMING OF VERIFICATION***

Verification information must be dated within ninety (90) calendar days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

## ***12.6 FREQUENCY OF OBTAINING VERIFICATION***

Household composition will be verified annually. The frequency that household income will be verified depends on the type of rent method chosen by the family.

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

## ***12.7 SPECIAL VERIFICATION FOR ADULT STUDENTS***

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. The Tupper Lake Housing Authority shall verify using normal third party verification procedures that amount by communicating directly with the supporting person(s). If an athletic scholarship is involved, the Tupper Lake Housing Authority shall determine if any of the scholarship is available for housing costs.

## **13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

### **13.1 FAMILY CHOICE**

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

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo. Their family composition must still be reviewed annually.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the Tupper Lake will provide them with the following information whenever they have to make rent decisions:
  - 1. The Tupper Lake Housing Authority's policies on switching types of rent in case of a financial hardship; and
  - 2. The dollar amount of resident rent for the family under each option. If the family chose a flat rent for the previous year, the Tupper Lake Housing Authority will provide the amount of income-based rent for the subsequent year only the year the Tupper Lake Housing Authority conducts an income reexamination or if the family specifically requests it and submits updated income information.

### **13.2 THE INCOME METHOD**

The total resident payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or

- C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
- D. The minimum rent of \$50.00.

### **13.3 MINIMUM RENT**

The Tupper Lake Housing Authority has set the minimum rent at \$50.00. If the family requests a hardship exemption, however, the Tupper Lake Housing Authority will suspend the minimum rent beginning the month following the family's request until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
  - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  - 2. When the family would be evicted because it is unable to pay the minimum rent;
  - 3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
  - 4. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 calendar days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing

Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of resident rent owed for the suspension period.

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

#### ***13.4 THE FLAT RENT***

The Tupper Lake Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The Tupper Lake Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied at the end of the annual lease (for more information on flat rents, see Section 15.3).

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

There is no utility allowance for families paying a flat rent because the Tupper Lake Housing Authority has already factored who pays for the utilities into the flat rent calculation..

#### ***13.5 CEILING RENT***

The Tupper Lake Housing Authority has set a ceiling rent for each public housing unit prior to October 1, 1999. The amount of the ceiling rent will be reevaluated annually and the adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

The Tupper Lake Housing Authority will post the ceiling rents at each of the developments and at the central office. Ceiling rents are incorporated in this policy upon approval by the Board of Commissioners.

#### ***13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE***

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

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

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

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

### ***13.7 UTILITY ALLOWANCE***

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

The utility allowance will be subtracted from the family's income or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Tupper Lake Housing Authority. The amount of the utility allowance is then

still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant. The Tupper Lake Housing Authority reserves the right to pay the utility allowance directly to the utility companies. The family will be notified of the amount paid to the utility supplier.

For Tupper Lake Housing Authority paid utilities, the Tupper Lake Housing Authority will establish a utility surcharge for dryers, air conditioners, freezers and portable dishwashers. Tenants will be billed monthly.

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

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

### **13.8 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. All rents should be paid at the Tupper Lake Housing Authority office. Reasonable accommodations for this requirement will be made for persons with disabilities.

If the rent is not paid by the close of business on the fifth (5<sup>th</sup>) calendar day of the month, a Notice to Vacate will be issued to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$20 for processing costs.

## **14.0 COMMUNITY SERVICE**

### **14.1 GENERAL**

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

## 14.2 EXEMPTIONS

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

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members engaged in any work activity as defined in section 407(d) of the Social Security Act, specified below. For community service, work is defined as working no more than 20 hours per week.
  - 1. Unsubsidized employment;
  - 2. Subsidized private-sector employment;
  - 3. Subsidized public-sector employment;
  - 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - 5. On-the-job-training;
  - 6. Job-search and job-readiness assistance;
  - 7. Community service programs;
  - 8. Vocational educational training (not to exceed 12 months with respect to any individual);
  - 9. Job-skills training directly related to employment;
  - 10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;

11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
  12. The provision of childcare services to an individual who is participating in a community service program.
- E. Family members who are or would be exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
- F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

#### **14.3 NOTIFICATION OF THE REQUIREMENT**

The Tupper Lake Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

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

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after October 1, 2003. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

#### **14.4 VOLUNTEER OPPORTUNITIES**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide

work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Tupper Lake Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

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

#### **14.5 THE PROCESS**

Upon admission or at the first annual reexamination on or after October 1, 2003, and each annual reexamination thereafter, the Tupper Lake Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. At least thirty (30) calendar days before the family's next lease anniversary date, the volunteer coordinator will advise the Tupper Lake Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

#### **14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

The Tupper Lake Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

#### **14.7 OPPORTUNITY FOR CURE**

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

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

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

#### **14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

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

### **15.0 RECERTIFICATIONS**

At least annually, the Tupper Lake 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 is housed in the correct unit size.

#### **15.1 GENERAL**

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

During the appointment, the Tupper Lake Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

### **15.2 MISSED APPOINTMENTS**

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

### **15.3 FLAT RENTS**

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

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

- E. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

Once a family returns to the income based method during their “lease year” they cannot go back to a flat rent until their next regular annual reexamination.

- F. The dates upon which the Tupper Lake Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Tupper Lake Housing Authority will send a reexamination letter to the family offering the choice between a flat rent or an income rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Tupper Lake Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Tupper Lake Housing Authority representative, they may make the selection on the form and return the form to the Tupper Lake Housing Authority. In such case, the Tupper Lake Housing Authority will cancel the appointment and solely verify the family size and whether it is in an appropriate size unit.

#### **15.4 THE INCOME METHOD**

During the interview, the family will provide all information regarding income, assets, deductions (eligible expenses), and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Tupper Lake Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total resident payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income;
- C. The welfare rent; or
- D. The minimum rent.

The family shall be informed of the results of the rent calculation under both the Income Method and the Flat Rent and given their choice of which rent to pay.

### ***15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS***

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

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

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

### ***15.6 INTERIM REEXAMINATIONS***

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

Families are required to report any increase in income or decrease in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Tupper Lake Housing Authority between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) calendar days of their occurrence.

- 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.

In order to add a household member other than through birth, adoption, or court-awarded custody, 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 Tupper Lake Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

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

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Tupper Lake Housing Authority will take timely action to process the interim reexamination and recalculate the resident's rent.

### ***15.7 SPECIAL REEXAMINATIONS***

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Tupper Lake Housing Authority may schedule special reexaminations every thirty (30) calendar days until the income stabilizes and an annual income can be determined.

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

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

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

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

### ***15.9 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT***

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

## **16.0 UNIT TRANSFERS**

### ***16.1 OBJECTIVES OF THE TRANSFER POLICY***

The objectives of the Transfer Policy include the following:

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

## **16.2 CATEGORIES OF TRANSFERS**

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

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

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

## **16.3 DOCUMENTATION**

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

## **16.4 INCENTIVE TRANSFERS**

Families approved for such transfers will meet the following eligibility criteria:

- A. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year which ever is less;
- B. The family is current in the payment of all charges owed to the Tupper Lake Housing Authority and has not paid late rent for at least one year;
- C. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- D. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.

## **16.5 PROCESSING TRANSFERS**

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

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

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

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

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

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

## **16.6 COST OF THE FAMILY'S MOVE**

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

- A. When the transfer is made at the request of the family or by others on behalf of

the family (i.e., by the police);

- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit);  
or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Tupper Lake Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out modernization, disposition or demolition activities; or
- B. When action or inaction by the Tupper Lake Housing Authority has caused the unit to be unsafe or inhabitable.

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

### ***16.7 TENANTS IN GOOD STANDING***

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

### ***16.8 TRANSFER REQUESTS***

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

The Tupper Lake Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

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

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

#### **16.9 RIGHT OF THE TUPPER LAKE HOUSING AUTHORITY IN TRANSFER POLICY**

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

### **17.0 INSPECTIONS**

An authorized representative of the Tupper Lake Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Tupper Lake Housing Authority file and a copy given to the family member. An authorized Tupper Lake Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Tupper Lake Housing Authority damages to the unit.

#### **17.1 PRE MOVE-IN INSPECTIONS**

The Tupper Lake Housing Authority conducts the pre move-in inspection before the tenant moves in to assess the condition of the unit.

#### **17.2 MOVE-IN INSPECTIONS**

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

#### **17.3 ANNUAL INSPECTIONS**

The Tupper Lake Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Tupper Lake Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

#### ***17.4 PREVENTATIVE MAINTENANCE INSPECTIONS***

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

#### ***17.5 SPECIAL INSPECTIONS***

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

#### ***17.6 HOUSEKEEPING INSPECTIONS***

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

#### ***17.7 NOTICE OF INSPECTION***

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

#### ***17.8 EMERGENCY INSPECTIONS***

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

#### ***17.9 PRE-MOVE-OUT INSPECTIONS***

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

## ***17.10 MOVE-OUT INSPECTIONS***

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

## **18.0 PET POLICY**

### ***18.1 EXCLUSIONS***

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

### ***18.2 PETS IN SENIOR BUILDINGS, GROUNDS AND COMMON AREAS***

The Tupper Lake Housing Authority will allow for pet ownership in projects or buildings designated for use by elderly and/or disabled families and in any project or building for which elderly and/or disabled families are given preference.

The Pet Policy for Senior Buildings as adopted by the Board of Commissioners is incorporated herein by reference.

### ***18.3 PETS IN FAMILY BUILDINGS, GROUNDS AND COMMON AREAS***

The Pet Policy for Family Buildings as adopted by the Board of Commissioners is incorporated herein by reference.

## **19.0 REPAYMENT AGREEMENTS**

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

The Tupper Lake Housing Authority must allow for repayment agreements for those residents whose rental amount is the minimum rent and who have had their rent abated for a temporary period.

## **20.0 TERMINATION**

### ***20.1 TERMINATION BY TENANT***

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

### ***20.2 TERMINATION BY THE HOUSING AUTHORITY***

Twelve months after the Tupper Lake Housing Authority has implemented the mandated Community Service Requirement, it will not renew the lease of any non-exempt family that is not in compliance with the Community Service Requirement or approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Tupper Lake Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include, but are not limited to, the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;

- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises. This includes any resident, member of the resident's household or guest, and any such activity engaged in on the premises by any other person under the resident's control. This includes but is not limited to the manufacture of methamphetamine on the premises of the Tupper Lake Housing Authority or on the premises of any other federally assisted housing;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) calendar days each year without the prior written approval of the Housing Authority;
- M. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority by the resident, household members, or guests of the resident or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy;
- N. Alcohol abuse that the Tupper Lake Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- O. Failure to perform required community service or be exempted therefrom;
- P. The Tupper Lake Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program;
- Q. Determination that a household member is illegally using a drug or when the Tupper Lake Housing Authority determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- R. Criminal activity as shown by a criminal record. In such cases the Tupper Lake Housing Authority will notify the household of the proposed action to be based on the information and will provide the subject of the record and the resident with a copy of the criminal record before the Tupper Lake Housing Authority grievance hearing or court trial concerning the termination of tenancy or eviction. The resident will be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial; and

S. Other good cause.

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

In deciding to terminate a tenancy for criminal activity or alcohol abuse, the Tupper Lake Housing Authority will consider circumstances relevant to the particular case such as the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity, and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

In deciding to terminate a tenancy for criminal activity or alcohol abuse, the Tupper Lake Housing Authority will require a leaseholder to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for an action or failure to act that warrants the termination.

In deciding to terminate a tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Tupper Lake Housing Authority may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

For this purpose, Tupper Lake Housing Authority may require the leaseholder to submit evidence of one of the above 3 statements.

T. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating tenancy or occupancy rights of the victim of such violence.

The Tupper Lake Housing Authority may terminate the tenancy or occupancy rights of an occupant that engages in criminal acts or threatened acts of domestic

violence, dating violence, or stalking to family members or others without terminating the assistance of the victim of such violence or threatened violence.

The Tupper Lake Housing Authority may honor court orders regarding the rights of access or control of the property, including EPO's, DVO's, and other orders issued to protect the victim and issued to address the distribution or possession of property among household members where the family "breaks up".

There is no limitation on the ability of the Tupper Lake Housing Authority to evict for other good cause unrelated to the incident or incidents of domestic violence, dating violence, or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims.

There is also no prohibition on the Tupper Lake Housing Authority evicting if it "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's (victim's) tenancy is not terminated."

Any protections provided by the law which give greater protection to the victim are not superceded by these provisions.

The Tupper Lake Housing Authority may require certification by the victim of domestic violence, dating violence, or stalking of victim status on such forms as the Tupper Lake Housing Authority and/or HUD shall prescribe or approve.

### **20.3 TERMINATIONS FOR CRIMINAL ACTIVITY**

- A. The term "due process determination" means a determination by HUD that law covering the Tupper Lake Housing Authority's jurisdiction requires that residents must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit.
- A. HUD has issued a due process determination that the law of this State requires that residents be given the opportunity for a hearing in a court that provides the basic elements of due process before eviction from a dwelling unit. The Tupper Lake Housing Authority has therefore determined that this Grievance Procedure shall not be applicable to any termination of tenancy or eviction for:
  - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Tupper Lake Housing Authority's public housing premises by other residents or employees of the Housing Authority;

2. Any violent or drug-related criminal activity on or off such premises; or
3. Any activity resulting in a felony conviction.

#### **20.4 ABANDONMENT**

If a Resident abandons the dwelling unit, the Landlord shall take possession of the Resident's personal property remaining on the premises, and shall store and care for the property. The landlord will consider the unit to be abandoned when a resident has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The Landlord has a claim against the Resident for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The Landlord can collect from the Resident all these costs.

The Landlord may sell or otherwise dispose of the property 30 days after the Landlord receives actual notice of abandonment or 30 days after it reasonably appears to the Landlord that the Resident has abandoned the premises, whichever date occurs last. At least 14 days prior to the sale, the Landlord agrees to make reasonable efforts to notify the Resident of the sale by sending written notice of the sale by certified mail, return receipt requested, to the Resident's last known address or likely living quarters if that is known by the Landlord. The Landlord shall also post a notice of sale in a clearly visible place on the premises for at least two weeks before the sale. The Landlord may use the money from the sale to pay off any debts the Resident owes the Landlord. Any amount above this belongs to the Resident, if the Resident has written and asked for it.

#### **20.5 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Tupper Lake Housing Authority will return the security deposit within thirty (30) days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

Interest begins to accrue on the first day of the month following the full payment of the Security Deposit and runs to the last day of the month in which the Landlord returns the Security Deposit. The Authority is entitled to keep one percent (1%) of the interest earned annually to cover administrative costs.

The Tupper Lake Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within thirty (30) days.

## **21.0 SUPPORT FOR OUR ARMED FORCES**

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. The Tupper Lake Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the Tupper Lake Housing Authority wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
- B. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the Tupper Lake Housing Authority will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
- D. Typically a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service.

## **22.0 ANTI-FRAUD POLICY**

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

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The Tupper Lake Housing Authority shall aggressively attempt to prevent all cases of fraud.

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

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this Policy;
- C. Terminate the resident's tenancy;
- D. Refer the case for criminal prosecution; or
- E. Take such other action as the Tupper Lake Housing Authority deems appropriate.

## GLOSSARY

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

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

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

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and childcare expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

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

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

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

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

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

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

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

**Ceiling Rent:** Maximum rent allowed for some units in public housing developments under the income method of calculating rent.

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

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**Childcare Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

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

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

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

return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

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

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

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

**Dating Violence:** means violence committed by a person –

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - (i) The length of the relationship.
  - (ii) The type of relationship.
  - (iii) The frequency of interaction between the persons involved in the relationship.

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

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

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family

member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

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

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

**Disabled Person:** See "person with disabilities."

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

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

**Domestic Violence:** The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction

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

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

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

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

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

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

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

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

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

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

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

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

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

**Full-Time Student:** A person who is attending school or vocational training on a full-time basis as defined by the institution.

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

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

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

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

**Immediate Family Member:** means, with respect to a person –

- A. a spouse , parent, brother, sister, or child of that person, or individual to whom that person stands in loco parentis; or
- B. any other person living in the household of that person and related to that person by blood or marriage.

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

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

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

**Income Method:** A means of calculating a family's rent based on the greater of 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent.

Under the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

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

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

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

- A. Is determined to be essential to the care and well- being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

A live-in aide is not a party to the lease.

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

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

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

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

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

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

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

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

**Net Family Assets:**

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

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

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

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

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

**Permanently absent:** A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

**Perpetrator:** means person who commits an act of domestic violence, dating violence, or stalking against a victim.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
- C. Has a developmental disability as defined in 42 U.S.C. 6001.

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

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

**Premises:** for purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

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

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

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

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

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

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

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

**Responsible Entity:**

- A. For the public housing program, the Section 8 resident-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

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

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a resident family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

**Specified Welfare Benefit Reduction:**

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

**Stalking:** means –

- (A) (i) to follow, pursue, or repeatedly commit acts with intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of death, or serious bodily injury to, or to cause substantial emotional harm to –
  - (i) that person;
  - (ii) a member of the immediate family of that person; or
  - (iii) the spouse or intimate partner of that person.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by

the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporarily absent:** A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds twenty-one (21) calendar days, the Housing Authority must agree to the absence.

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

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

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

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

**Total Tenant Payment (TTP):**

- A. Total resident payment for families whose initial lease is effective on or after August 1, 1982:
  - 1. Total resident payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
    - a. 30% of the family's monthly adjusted income;
    - b. 10% of the family's monthly income; or
    - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section

3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total resident payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total resident payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total resident payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the resident rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total resident payment for the family occupying the unit. (24 CFR 5.603)

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

**Violent criminal activity:** means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term "assistance" excludes:

- A. Nonrecurrent, short-term benefits that:
  - 1. Are designed to deal with a specific crisis situation or episode of need;
  - 2. Are not intended to meet recurrent or ongoing needs; and
  - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

**Written notification:** All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

## ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

# **Supporting Document**

## **Community Service Requirements**

### **Village of Tupper Lake Housing Authority**

#### **Agency Plan**

##### **Fiscal Year 07/01/2007 – 06/30/2008**

The administrative steps that we will take to implement the Community Service Requirements include the following:

**1. Development of Written Description of Community Service Requirement:**

The Village of Tupper Lake Housing Authority has a written developed policy of Community Service Requirements as a part of the Admissions and Continued Occupancy Policy and has completed the required Resident Advisory Board review and public comment period.

**2. Scheduled Changes in Leases:**

The Village of Tupper Lake Housing Authority has made the necessary changes to the lease and has completed the required Resident Advisory Board review and public comment period.

**3. Written Notification to Residents of Exempt Status to each Adult Family Member:**

The Village of Tupper Lake Housing Authority will notify residents at the time of their recertification.

**4. Cooperative Agreements with TANF Agencies:**

The Village of Tupper Lake Housing Authority has a Cooperative Agreement with the TANF Agency (Franklin County Department of Social Services) to secure a Cooperative Agreement.

**5. Programmatic Aspects:**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management,

apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Village of Tupper Lake Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the Resident Advisory Board, the Village of Tupper Lake Housing Authority may create volunteer positions such as, litter patrols, and supervising and record keeping for volunteers.

# Supporting Document

## Deconcentration and Income Mixing

### Village of Tupper Lake Housing Authority

#### Agency Plan

#### Fiscal Year 07/01/2007 – 06/30/2008

- a.  Yes  No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.
- b.  Yes  No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

If yes, list these developments as follows:

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

#### Criteria

The final rule on Deconcentration (24 CFR Part 903) describes public housing developments not subject to deconcentration. HUD determined that certain developments should be exempt from the requirement to deconcentrate poverty because of the development's resident population, type or types of units, or number of units. Public housing developments that are exempt from application or the requirement to deconcentrate poverty and mix incomes are the following:

Sec 903.2 (b)(2):

(i): Public housing developments operated by a PHA with fewer than 100 public housing units;

(ii): Public housing developments operated by a PHA which house only elderly persons or persons with disabilities, or both;

(iii): Public housing developments operated by a PHA that operates only one general occupancy, family public housing development;

(iv): Public housing developments approved for demolition or for conversion to tenant-based assistance; and,

(v): Public housing developments which include public housing units operated in accordance with a HUD-approved mixed-finance plan..

A public housing development includes units or buildings with the same project number. Also, contiguous sites with more than one project number may be considered one development.

Public housing developments that are subject to the requirement to deconcentrate poverty are general occupancy, family public housing developments, excluding those developments, identified above, as being exempt from the requirement, and are referred to as “covered developments.”

### **Documentation**

The Housing Authority owns and operates a total of 90 public housing units located on one site. There are two developments. One development, with 44 units, is designed for occupancy by elderly and disabled families that are exempt from the deconcentration and income mixing requirements. The other development, with 46 units, is designed for general occupancy.

The Housing Authority is exempt from the requirements at Sec 903.2 (b)(2):

(i): Public housing developments operated by a PHA with fewer than 100 public housing units; and,

(iii): Public housing developments operated by a PHA that operates only one general occupancy, family public housing development.

# Supporting Document

## Pet Policy

### Village of Tupper Lake Housing Authority

#### Agency Plan

**Fiscal Year 07/01/2007 – 06/30/2008**

The Village of Tupper Lake Housing Authority allows for pet ownership in its developments with the written pre-approval of the Housing Authority.

The Village of Tupper Lake Housing Authority adopts the following reasonable requirements as part of the Pet Policy:

1. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units.
2. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the Village of Tupper Lake Housing Authority harmless from any claims caused by an action or inaction of the pet.
3. Residents must have the prior written approval of the Housing Authority before moving a pet into their unit.
4. Residents must request approval on the Permit Form that must be fully completed before the Housing Authority will approve the request.
5. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose.
6. A pet deposit of **\$200** for a dog or a cat and **\$100** for any other pet is required at the time of registering a pet.
7. The Village of Tupper Lake Housing Authority will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles).

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

Only **one** dog or cat and other common household pet, as described in our Pet Policy, will be allowed.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed **twenty** (20) pounds in weight projected to full adult size.

Visiting pets are not permitted.

8. In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the Village of Tupper Lake Housing Authority to attest to the inoculations.
9. The Village of Tupper Lake Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

# Supporting Document

## Village of Tupper Lake Housing Authority

### Agency Plan

Fiscal Year 07/01/2007 – 06/30/2008

### Resident Member on the PHA Governing Board

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

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

Margaret Salamy

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

- Elected  
 Appointed

C. The term of appointment is (include the date term expires): 08/08/2004 - 08/08/2009

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

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

B. Date of next term expiration of a governing board member: 08/08/2007

C.

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

Mayor Mickey Desmarais

## **Supporting Document**

### **Definition of Substantial Deviation and Significant Amendment or Modification**

#### **Village Of Tupper Lake Housing Authority**

#### **Agency Plan**

**Fiscal Year 07/01/2007 – 06/30/2008**

“Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the Village of Tupper Lake Housing Authority that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioners.”

## **Supporting Document**

### **Domestic Violence, Dating Violence, Sexual Assault, Stalking**

#### **Village of Tupper Lake Housing Authority**

#### **Agency Plan**

#### **Fiscal Year 07/01/2007 – 06/30/2008**

The Village of Tupper Lake Housing Authority (TLHA) has adopted a policy (the “Village of Tupper Lake Housing Authority VAWA Policy”) to implement applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) (VAWA). TLHA’s goals, objectives and policies to enable TLHA to serve the needs of child and adult victims of domestic violence, dating violence and stalking, as defined in VAWA, are stated in the TLHA’s VAWA Policy, a copy of which is attached to this Plan.

In addition:

A. The following activities, services, or programs are provided by AHA, directly or in partnership with other service providers, to child and adult victims of domestic violence, dating violence, sexual assault or stalking.

None

B The following activities, services, or programs are provided by AHA to help child and adult victims of domestic violence, dating violence, sexual assault, or stalking maintain housing.

None

C. The following activities, services, or programs are provided by AHA to prevent domestic violence, dating violence, sexual assault and stalking, or to enhance victim safety in assisted families.

None

# **TUPPER LAKE HOUSING AUTHORITY VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

## **I. Purpose and Applicability**

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162), and more generally to set forth Tupper Lake Housing Authorities (herein called “TLHA”) policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by TLHA of all federally subsidized public housing under the United States Housing Act of 1937 (42 U.S.C. 1437 *et seq*). Notwithstanding its title, this Policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

## **II. Goals and Objectives**

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA.
- B. Ensuring the physical safety of victims of actual or threatened domestic Violence, dating violence, or stalking who are assisted by TLHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between TLHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual or threatened domestic violence, dating violence, or stalking, who are assisted by TLHA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by TLHA.

## **III. Other TLHA Policies and Procedures**

This Policy shall be referenced in and attached to the TLHA’s Five Year Public Housing Agency Plan and shall be incorporated in and made a part of TLHA’s Admissions and Continued Occupancy Policy. TLHA’s annual public housing agency plan shall also contain information concerning TLHA’s activities, services or programs related to domestic violence, dating violence, and stalking if any.

To the extent that this Policy shall vary or contradict any previously adopted policy or procedure of TLHA, the provisions of this Policy shall prevail. This policy does not enlarge TLHA's duty under any law, regulation or ordinance. If this Policy conflicts with applicable law, regulation, or ordinance, then the law, regulation, or ordinance shall prevail and control.

#### **IV. Definitions**

As used in this Policy:

A. *Domestic Violence* – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

B. *Dating Violence* – means violence committed by a person –

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

(A) (i) to follow, pursue, or repeatedly commit acts with intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of death, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person.

D. *Immediate Family Member* - means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to

that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence, or stalking against a victim.

## V. Admissions and Screening

- (A) *Non-Denial of Assistance*. TLHA will not deny admission to its public housing program to any person because that person is or has been the victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.
- (B) *Mitigation of Disqualifying Information*. When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, TLHA, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, TLHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence, dating violence, or stalking and its probable relevance to the potentially disqualifying information. TLHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence, dating violence, or stalking.

## VI. Termination of Tenancy

- A. *VAWA Protections*. Under VAWA, public housing residents have the following specific protections, which will be observed by TLHA:
  - 1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence, and will not be good cause for terminating the tenancy to the victim of violence.
  - 2. In addition to the foregoing, tenancy will not be terminated by TLHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy described in this paragraph is subject to the following limitations:
    - (a) Nothing contained in this paragraph shall limit any otherwise available authority of TLHA to terminate tenancy, evict, as the case may be, for a violation of a lease

or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking such an action, TLHA may not apply a more demanding standard to the victim of domestic violence, dating violence, or stalking than that applied to other tenants.

- (b) Nothing contained in this paragraph shall be construed to limit the authority of TLHA to evict, or terminate tenancy of any tenant, if TLHA and its representatives can demonstrate an actual or imminent threat to other tenants, or to those employed by, or providing service to the property, if the tenant is not evicted.

- B. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph VI. A.2. or Federal, State or local law to the contrary, TLHA may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, or termination of occupancy rights shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by TLHA. Leases used for public housing administered by TLHA, shall contain provisions setting forth the substance of this paragraph.

## **VII. Verification of Domestic Violence, Dating Violence, or Stalking**

- A. *Requirement for Verification.* The law allows, but does not require, TLHA to verify that an incident or incidents of actual or other threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this Policy. Subject only to waiver as provided in paragraph VII. C., TLHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by TLHA.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. *HUD approved form* – by providing TLHA a written certification on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents

in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this Policy. The incident or incidents in question must be described in reasonable detail as required in the HUD approved form, and the completed certification must include the name of the perpetrator.

2. *Other documentation* - by providing to TLHA 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 the domestic violence, dating violence or stalking, or the effects of abuse described in such documentation. The professional providing the documentation must sign and attest under the penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident of incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. *Police or Court Record* – by providing to TLHA a Federal, State, tribal, territorial, or local police or court report describing the incident or incidents in question.

B. *Time allowed to provide verification/failure to provide verification.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, or stalking, and who is requested by TLHA to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in the proper form within such time will result in loss of protection under VAWA and this Policy against a proposed adverse action.

C. *Waiver of verification requirement.* The executive Director of TLHA may with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this Policy based on the victim's statement or other corroborating evidence. Such waiver may be granted at the sole discretion of the Executive Director. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity of circumstances.

## **VIII. Confidentiality**

A. *Right of confidentiality.* All Information (including the fact that an individual of domestic violence, dating violence, or stalking) provided to TLHA in connection with a verification required under section VII of this Policy or provided in lieu of

such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in public housing eviction proceeding as permitted in VAWA, or
3. otherwise required by applicable law.

B. *Notification of rights.* All tenants of public housing administered by TLHA shall be notified in writing concerning their right to confidentiality and the limits of such rights to confidentiality.

## **IX. Court Orders**

It is the policy of TLHA to honor orders entered by courts of competent jurisdiction affecting individuals assisted by TLHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

## **X. Notification**

TLHA shall provide written notification to applicants, and tenants concerning the rights and obligations created under VAWA relating to confidentiality, denial of tenancy, or termination of tenancy.

## **XI. Relationship with Other Applicable Laws**

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State, or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, or stalking.

## **XII. Amendment**

This policy may be amended from time to time by TLHA as approved by the TLHA Board of Commissioners.



**Supporting Document**

**Village of Tupper Lake Housing Authority**

**Agency Plan**

**Fiscal Year 07/01/2007 – 06/30/2008**

**Membership of the Resident Advisory Board:**

The following is a list of the current members of the Resident Advisory Board as of February 6, 2007:

Juliette Rossing  
Kenneth Rossing  
Beulah Cusson  
Harold Cusson  
Patti Beckman  
Jodi Ette  
Makayla Whitney  
Luke Zimmer  
Sara Sutton  
Jennifer Thibodeau