

PHA Plans

Streamlined Annual Version

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

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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.

Streamlined Annual PHA Plan

for Fiscal Year: 20_08__

PHA Name: Romney Public 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
Fiscal Year 2008
[24 CFR Part 903.12(c)]

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[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.

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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):

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

3. Yes 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:

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

- The PHA has based its statement of needs of families on its waiting lists on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
- Other: (list below)

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

6. Supporting Documents Available for Review for Streamlined Annual PHA Plans

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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	<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
	<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
	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
	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents. <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development. <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
	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-

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
		Sufficiency
	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	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
	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
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
	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
	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
	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 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
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Romney Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: WV15P04450106 Replacement Housing Factor Grant No:			Federal FY of Grant: 2006
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: 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	99557.00	99557.00	99557.00	99557.00
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	99557.00	99557.00	99557.00	99957.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation				

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

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Romney Public Housing Authority			Grant Type and Number		Federal FY of Grant: 2006
			Capital Fund Program Grant No: WV15P04450106		
			Replacement Housing Factor Grant No:		
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:)					
<input type="checkbox"/> Performance and Evaluation Report for Period Ending: Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
	Measures				

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: Romney Public Housing Authority			Grant Type and Number Capital Fund Program Grant No: WV15P04450106 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	
WV044	Operations	1406		99557.00	99557.00	99557.00	99557.00	100
	TOTAL			99557.00	99557.00	99557.00	99557.00	

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Romney Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: WV15P04450107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007
<input type="checkbox"/> Original Annual Statement X 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	45000.00	0		
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	26791.00	93540.00		
11	1465.1 Dwelling Equipment—Nonexpendable	20000.00	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 – 20)	91791.00	93540.00		
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary						
PHA Name: Romney Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: WV15P04450107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007	
<input type="checkbox"/> Original Annual Statement X 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	
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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Romney Public Housing Authority			Grant Type and Number Capital Fund Program Grant No: WV15P044501-07 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	

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Romney Public Housing Authority			Grant Type and Number Capital Fund Program Grant No: WVP044501-08 Replacement Housing Factor Grant No:		Federal FY of Grant: 2008
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	101785.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	101785.00			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation				

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Romney Public Housing Authority		Grant Type and Number Capital Fund Program Grant No: WVP044501-08 Replacement Housing Factor Grant No:		Federal FY of Grant: 2008	
<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
	Measures				

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name Romney Public Housing Authority				<input type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
Development Number/Name/HA-Wide	Year 1 2008	Work Statement for Year 2	Work Statement for Year 3	Work Statement for Year 4	Work Statement for Year 5
		FFY Grant: PHA FY: 2009	FFY Grant: PHA FY: 2010	FFY Grant: PHA FY: 2011	FFY Grant: PHA FY: 2012
	Annual Statement	101785.00	101785.00	101785.00	101785.00
CFP Funds Listed for 5-year planning					
Replacement Housing Factor Funds					

8. Capital Fund Program Five-Year Action Plan

Activities for Year : __2011__ FFY Grant: PHA FY:			Activities for Year: __2012__ FFY Grant: PHA FY:		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
<i>WV044</i>	<i>Dwelling Equipment</i> Replace hot water heaters/ Heat/AC units	101785.00	<i>WV044</i>	<i>Operations</i>	30000.00
			WV044	<i>Dwelling Equipment</i>	71785.00
Total CFP Estimated Cost		\$101785.00			\$101785.00

Resident Notice Of Opportunity To Comment On Policy Governing Occupancy And Admission To Public Housing

This is notice to you, as a resident of our public housing, that the Board of Commissioners is considering the following ***VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY***. Any comments you wish to make regarding the content, or the adoption, must be in writing and received in the office by **March 26, 2007**. The policy, with any changes, will become **effective April 1, 2007**.

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 the Housing Authority City Of ROMNEY (herein called "RPHA") policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by the RPHA 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:

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

III. Other RPHA Policies and Procedures

This Policy shall be referenced in, and attached to the RPHA *Five-Year Public Housing Agency Plan*, and shall be incorporated in, and made a part of, the RPHA *Admissions and Continued Occupancy Policy*. The RPHA *Annual Update to the Five-Year Public Housing Agency Plan*

shall also contain information regarding any activities, services or programs, undertaken by the RPHA, relating to domestic violence, dating violence, and stalking. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of RPHA, the provisions of this Policy shall prevail.

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 cohabiting with or has cohabited 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:
1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 2. Where the existence of such a relationship shall be determined based on a consideration of the following factors: length of the relationship; type of relationship, and frequency of interaction between the persons involved in the relationship.
- C. *Stalking* means:
1. To follow, pursue, or repeatedly commit acts with the 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
 2. 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 the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person; (2) a member of the immediate family of that person; or (3) the spouse or intimate partner of that person;
- D. *Immediate Family Member* means, with respect to a person:
1. A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
 2. 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

The RPHA will not deny admission to the public housing program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

VI. Termination of Tenancy or Assistance

A. *VAWA Protections.* Under VAWA, public housing residents have the following specific protections, which will be observed by RPHA:

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 or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy will not be terminated by RPHA 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 resident’s control, and the resident or an 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 the RPHA to evict for any 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 resident or a member of the resident’s household. However, in taking any such action, RPHA may *not* apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other residents.
 - (b) Nothing contained in this paragraph shall be construed to limit the authority of RPHA to evict any resident or lawful applicant if RPHA can demonstrate an actual and imminent threat to other residents or to those employed at or providing service to the property, if the resident is not evicted.

B. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph VI. A.2, or Federal, State or local law to the contrary, the RPHA 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, any individual who is a resident 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 or otherwise penalizing the victim of such violence who is also the resident or a lawful occupant. Such eviction shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by RPHA. Leases used for all public housing operated by RPHA 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, RPHA to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a resident 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., RPHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by RPHA.

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 to RPHA 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 RPHA 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 the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or 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 RPHA a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
 - A. *Time Allowed to Provide Verification and Failure to Provide.* 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 RPHA 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 proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
 - B. *Waiver Of Verification Requirement.* The Executive Director of RPHA 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 in 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 in circumstances.

VIII. Confidentiality

- A. *Right Of Confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to RPHA 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:

- Requested or consented to by the individual in writing, or
- Required for use in a public housing eviction proceeding as permitted in VAWA, or
- Otherwise required by applicable law.

- B. *Notification Of Rights.* All residents of public housing administered by RPHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

IX. Transfer to New Residence

- A. *Application For Transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, RPHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing tenant to a different unit in order to reduce the level of risk to the individual. A resident who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the resident or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the resident or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.
- B. *Action On Applications.* RPHA will act upon such an application within 10 business days.
- C. *No Right To Transfer.* RPHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, the decision to grant or refuse to grant a transfer shall lie within the sole discretion of RPHA, and this policy does not create any right on the part of any applicant to be granted a transfer.
- D. *Family rent obligations.* If a family occupying RPHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by RPHA. In cases where RPHA determines that the family's decision to move was reasonable under the circumstances, RPHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a resident subsequently occupying the unit.

X. Court Orders/Family Break-up

- A. *Court Orders.* It is RPHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by RPHA 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.
- B. *Family Break-up.* Other RPHA policies regarding family break-up are contained in RPHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP).

XI. Relationships with Service Providers

It is the policy of RPHA to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If RPHA staff becomes aware that an individual assisted by RPHA is a victim of domestic violence, dating violence or stalking, RPHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring RPHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. RPHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which RPHA has referral or other cooperative relationships.

XII. Notification

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

XIII. 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.

XIV. Amendment

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

**Resident Notice
Of Rights
Under
The
Violence
Against
Women Act
(VAWA)**

February 25, 2007

NOTIFICATION OF RIGHTS UNDER VIOLENCE AGAINST WOMEN ACT (VAWA)

A new federal law reauthorizing the *Violence Against Women Act (VAWA)* provides certain rights to applicants, residents and lawful occupants of public housing. This law requires that you, our resident, be notified of these rights.

ADMISSIONS AND SCREENING

The Housing Authority City of ROMNEY (RPHA) will not deny admission to the public housing program to any person because that person is, or has been, a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

PROTECTIONS AGAINST EVICTION

The *VAWA* states that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking (as these terms are defined in *VAWA*) will not be considered to be a “serious or repeated” violation of your lease if you are the victim of the incident or incidents of domestic violence, dating violence or stalking. This means you may not be evicted based on such an incident or incidents where you are the victim.

In addition, although the RPHA may evict you for certain types of criminal activity as provided in your lease, *VAWA* states that the RPHA may not evict you if the criminal activity is:

- Directly related to domestic violence, dating violence, or stalking; and
- Engaged in by a member of your household, or any guest, or another person Under your control; and
- You or a member of your immediate family is the victim of this criminal activity.

DEFINITIONS

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 cohabiting with or has cohabited 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.”

Dating Violence means violence committed by a person:

- Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

- Where the existence of such a relationship shall be determined based on a consideration of the following factors: length of the relationship; type of relationship, and frequency of interaction between the persons involved in the relationship.

Stalking means:

- To follow, pursue, or repeatedly commit acts with the 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
- 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 the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person; (2) a member of the immediate family of that person; or (3) the spouse or intimate partner of that person;

Immediate Family Member means, with respect to a person:

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

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

CERTIFICATION

If the Housing Authority City of ROMNEY notifies you that it intends to terminate your tenancy based on an incident or incidents of domestic violence, dating violence, or stalking, and you claim protection against eviction under VAWA, the RPHA will require you to deliver a certification.

You must deliver the certification within 14 business days after you receive the RPHA's request for it. If you do not do this within the time allowed, you will not have any protection under VAWA and the RPHA may proceed with terminating your tenancy without reference to the VAWA protections.

You may certify by either:

- Completing and delivering a HUD-approved certification form HUD-50066 which will be supplied to you by the RPHA; or
- Providing the RPHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (you or another member of your immediate family) has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse. (This certification must be sworn under penalty of perjury); or
- Producing a Federal, State, tribal, territorial, or local police or court record.

CONFIDENTIALITY

Information you provide to the RPHA relating to the fact that you or another member of your household is a victim of domestic violence, dating violence, or stalking will be retained by the RPHA in confidence. **This information will not be shared or disclosed by the agency without your consent except as necessary in an eviction proceeding or as otherwise required by law.**

LIMITATIONS

VAWA provides certain limitations and clarifications concerning your rights as described above. **In particular, you should know that nothing contained in VAWA:**

1. Prevents the RPHA from terminating tenancy and evicting for any violation of the lease that is not based on a matter involving domestic violence, dating violence, or stalking for which *VAWA* provide protections, as described above. However, we may not, in such cases, apply any stricter standard to you than to other residents.
2. Prevents the RPHA from terminating tenancy and evicting where we can demonstrate “an actual and imminent threat to other residents or those employed at or providing service to the property.” Where such a threat can be demonstrated by the RPHA, you *will not* be protected from eviction by *VAWA*.
3. Limits the ability of the RPHA to comply with court orders addressing rights of access to or control of the property. This includes civil protection orders entered for the protection of the victim or relating to the distribution or possession of property.
4. Prevents the RPHA from terminating the tenancy and evicting the victim resident who allows a perpetrator to violate a court order relating to the act or acts of violence. A victim resident who allows a perpetrator who has been barred from the Housing Authority City of ROMNEY’s property; including, but not limited to, the victim’s apartment and any other area under their control, is subject to eviction.
5. Supersedes any Federal, State or local law that provides greater protections than *VAWA*.

HOUSING AGENCY RIGHT TO REMOVE PERPETRATOR OF DOMESTIC OF VIOLENCE

VAWA also creates a new authority under Federal law that allows the RPHA to evict, remove, or terminate assistance to any individual resident or lawful occupant of public housing who engages in criminal acts of physical violence against family members or others. This may be done without evicting or taking any other action adverse to the other occupants.

NEED MORE INFORMATION:

**You may obtain an additional copy of our *Violence Against Women Act (VAWA) Policy* concerning domestic violence, dating violence, and stalking, from us at
100 Valley View Drive Romney, WV 26757**

**Housing Authority City Of ROMNEY Resident Notice
Changes To Dwelling Lease Terms
2006 Violence Against Women Act (VAWA)
February 25, 2007**

The Board of Commissioners is modifying your Residential Dwelling Lease. Please read the following "**LEASE ADDENDUM**", which contains language related to, and implementing, the *Violence Against Women Act*. You are required to sign this Lease Addendum on, or before, your next re-certification.

Federal law requires that these changes be made effective immediately; therefore, there is no comment period, and the changes apply even if you have not signed the Lease Amendment. These changes are entirely favorable to the resident, and do not change long-standing Housing Authority City of ROMNEY occupancy policy. Specific terms are defined in the *Admissions and Continued Occupancy Policy*, which is also amended and is effective April 1, 2007.

ATTACHMENT F:

AMENDMENT TO DWELLING LEASE INCORPORATING *VIOLENCE AGAINST WOMEN ACT (VAWA)* PROVISIONS

Effective APRIL 1, 2007, PART I of the LEASE AGREEMENT is hereby amended to include the following change in provisions and conditions relating to the federal *Violence Against Women Act (VAWA)*:

1. Notwithstanding its title, the *VAWA* provisions are **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.
2. If a member of the resident's household, or their guest or other person under their control, engages in criminal activity directly relating to domestic violence, dating violence, or stalking, such conduct shall not be cause for termination of the lease or occupancy rights, of the victim, if the resident or an immediate member of the resident's family is the victim or threatened victim of domestic violence, dating violence or stalking
3. One or more 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 the tenancy or occupancy right of the victim of such violence.

4. Nothing in this lease revision prohibits the Housing Authority City of ROMNEY (RPHA) from evicting the member of the household who has engaged in actual or threatened actions of domestic violence, dating violence, or stalking.
5. A resident, who claims as a defense to an eviction action, that the eviction action is brought because of criminal activity directly relating to domestic violence, dating violence or stalking, must provide a written certification in a form provided by the RPHA, that they are a victim of domestic violence, dating violence, or stalking, and that the incident or incidents which are the subject of the eviction notice are bona fide incidents of actual or threatened abuse.
6. The certification requirement may be complied with by completing the certification form, which is available from the RPHA office located at 440 Virginia Street, ROMNEY, WV. This written certification must be provided within fourteen (14) days after the RPHA requests the certification in writing, which may be the date of the termination of lease letter. It may also be the date of any other written communication from the RPHA stating that the resident is subject to eviction due to the incident which the resident then wishes to allege was a bona fide instance of actual or threatened abuse.
7. Information provided in the certification form shall be retained in confidence, shall not be entered into a shared data base, and shall not be provided to a related entity unless the resident consents in writing, except when the information is required for use in eviction proceedings or its use is otherwise required by law.
8. The RPHA may bifurcate the lease, or remove a household member from the lease, without regard to whether a household member is a signatory to the lease, in order to evict, any individual who is a resident 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 or otherwise penalizing the victim of such violence who is also the resident or a lawful occupant. Such eviction shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the RPHA.
9. The RPHA may evict a resident for any violation of the lease not premised on the act or acts of violence in question against the resident or a member of the resident's household, provided that the RPHA does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other residents in determining whether to evict or terminate.
10. A victim resident who allows a perpetrator to violate a court order relating to the act or acts of violence is subject to eviction. A victim resident who allows a perpetrator who has been barred from the Housing Authority City of ROMNEY property to come onto Housing Authority City of ROMNEY property, including but not limited to the victim's apartment and any other area under their control, is subject to eviction.
11. The RPHA may terminate the tenancy of any resident if the RPHA can demonstrate an actual and imminent threat to other residents, or those employed at or providing service to, the RPHA if that resident's tenancy is not terminated; and

12. None of these provisions shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

Resident acknowledges that he or she has read and understands this Lease Addendum (Amendment) and the rules and regulations of the RPHA, as amended from time to time, and acknowledges that said Addendum is incorporated into the Residential Dwelling Lease by reference.

IN WITNESS WHEREOF, The parties hereto have executed this Lease Addendum on the date listed below:

HEAD OF HOUSEHOLD

DATE

OTHER ADULT

OTHER ADULT

By: HOUSING AUTHORITY CITY OF ROMNEY

Title: _____