PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011

1.0 PHA Information
PHA Name: Municipality of Arecibo PHA Code: RQ 0020
PHA Type: ☐ Small ☒ High Performing ☐ Standard ☒ HCV (Section 8)
PHA Fiscal Year Beginning: (MM/YYYY): 07/01/2008

2.0 Inventory (based on ACC units at time of FY beginning in 1.0 above)
Number of PH units: _____ Number of HCV units: 820

3.0 Submission Type
☐ 5-Year and Annual Plan ☒ Annual Plan Only ☐ 5-Year Plan Only

4.0 PHA Consortia ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.

5.1 Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:

N/A

5.2 Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

N/A

6.0 PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:
There were no elements revised on the PHA Annual Plan for this fiscal year.

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.
The Annual PHA Plan will be available at Mariano Vidal Street ,number 57 Suite 302 third floor, Arecibo Puerto Rico.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. *Include statements related to these programs as applicable.*
N/A

8.0 Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.
N/A

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report,* form HUD-50075.1, for each current and open CFP grant and CFFP financing.
N/A

8.2 Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan,* form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.
N/A

8.3 Capital Fund Financing Program (CFFP).
☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.
N/A

9.0 Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

See Exhibit I

9.1	**Strategy for Addressing Housing Needs**. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.** **N/A**
10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. **The Housing Department of Municipality of Arecibo (HDMA), has achieved over 95% on the lease-up in the last fiscal year SEMAP, also the HDMA has completed the goal of filling the slots for the FSS Program for the first time. The HDMA has work to improve the procedure the office uses for re-examinations and HQS inspections, The Program has created a quality standard position in which all procedures in the office are revised on daily bases, this position has helped to improve the service the HDMA offers to its constituency.** (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" **There were no substantial modifications or amendment made to the PHA or Administrative Plan for the Municipality.**

11.0	**Required Submission for HUD Field Office Review**. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only) (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only) (d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only) (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only) (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only)

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, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide 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 is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 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 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. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

Applicability. This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information
Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

2.0 Inventory
Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type
Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

4.0 PHA Consortia
Check box if submitting a Joint PHA Plan and complete the table.

5.0 Five-Year Plan
Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan**.**

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

(a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.

(b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central off ice of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.

4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.

5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.

6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1**) development name and number; **2**) designation type; **3**) application status; **4**) date the designation was approved, submitted, or planned for submission, and; **5**) the number of units affected.

7. **Community Service and Self-Sufficiency.** A description of: (**1**) Any programs relating to services and amenities provided or offered to assisted families; (**2**) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.

10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.

11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.

12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.

13. **Violence Against Women Act (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

(a) Hope VI or Mixed Finance Modernization or Development. **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm

(b) Demolition and/or Disposition. With respect to public housing projects owned by the PHA and subject to ACCs under the Act: **(1)** A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent **that approved and/or pending** demolition and/or disposition has changed.

(c) Conversion of Public Housing. With respect to public housing owned by a PHA: **1)** A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or that the public housing agency plans to voluntarily convert; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/conversion.cfm

(d) Homeownership. A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.

(e) Project-based Vouchers. If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

(a) To submit the initial budget for a new grant or CFFP;

(b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and

(c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;

2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and

3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **(Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD:

(a) Progress in Meeting Mission and Goals. PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan**. (Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

(b) Significant Amendment and Substantial Deviation/Modification. PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

(c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

(a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*

(b) Form HUD-50070, *Certification for a Drug-Free Workplace* **(PHAs receiving CFP grants only)**

(c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* **(PHAs receiving CFP grants only)**

(d) Form SF-LLL, *Disclosure of Lobbying Activities* **(PHAs receiving CFP grants only)**

(e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* **(PHAs receiving CFP grants only)**

(f) Resident Advisory Board (RAB) comments.

(g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.

(h) Form HUD-50075.1***, Capital Fund Program Annual Statement/Performance and Evaluation Report*** **(Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.1.

(i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* **(Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.2.

EXHIBIT I

The housing needs of the Municipality of Arecibo are presented on the table below:

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	**Size**	Loca-tion
Income <= 30% of AMI	2,578	5	5	5	5	5	5
Income >30% but <=50% of AMI	1,103	4	4	4	4	4	4
Income >50% but <80% of AMI	1,366	3	3	3	3	3	3
Elderly	515	5	5	5	5	5	5
Families with Disabilities	N / A	N / A	N / A	N / A	N / A	N / A	N / A
Race/Ethnicity	N / A	N / A	N / A	N / A	N / A	N / A	N / A

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing **Expires 4/30/2011**

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-*Year and Annual* PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the___ 5-Year and/or X *Annual PHA Plan for the PHA fiscal year beginning* 07/09 *, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
    (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

MUNICIPALITY OF ARECIBO	RQ-020
PHA Name	PHA Number/HA Code

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

X Annual PHA Plan for Fiscal Years 2009 - 2010

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
HON. LEMUEL SOTO SANTIAGO	MAYOR OF ARECIBO
Signature	Date
	APRIL 14, 2009

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

MUNICIPALITY OF ARECIBO

Program/Activity Receiving Federal Grant Funding

HOUSING CHOICE VOUCHER PROGRAM

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

MARIANO VIDAL STREET, NUMBER 57 SUITE 302 THIRD FLOOR ARECIBO PR

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
HON. LEMUEL SOTO SANTIAGO	MAYOR OF ARECIBO
Signature X	Date APRIL 14, 2009

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Submit Plan Checklist – PHA Plans

How do you know if your plan is complete? Use the following checklist to ensure the PHA Plan is complete and ready for submission:

Place an "X" or √ in this column for items completed		***Standard and Troubled 5-Year/ Annual*** 50075	***High Performers, Section 8 Only*** 50075
	1.0 PHA Information	X	X
	C. 5-Year Plan completed (when due)	X	X
	2.0 Inventory	X	X
	3.0 Submission Type	X	X
	4.0 PHA Consortia	Optional	Optional
	5.1 Mission (when 5-Year Plan due)	X	X
	5.2 Goals and Objectives (when 5-Year Plan due)	X	X
	6.0 PHA Plan Update	X	X
	7.0		
	HOPE VI	If applicable	If applicable
	Mixed Finance Mod/Development	If applicable	If applicable
	Demo/Disposition	If applicable	If applicable
	Mandatory or Voluntary Conversion	If applicable	If applicable
	Homeownership Programs	If applicable	If applicable
	Project-based Vouchers	If applicable	If applicable
	8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report	If applicable	If applicable
	8.2 Capital Fund Five-Year Action Plan	If applicable	If applicable
	8.3 Capital Fund Financing Program (CFFP)	If applicable	If applicable
	9.0 Housing Needs	X	5-Year Plan Only
	9.1 Strategy for Addressing Housing Needs	X	5-Year Plan Only
	10.0 Additional Information	X	5-Year Plan only
	11.0 Required Submissions, if applicable	X	

	Required **Certifications** signed and submitted to Local HUD Field Office	
	Certification of Compliance with PHA Plan and Related Regulations Form HUD-50077	X
	If applying for Capital Funds: Form HUD-50070, *Drug-Free Workplace* Form HUD-50071, *Payments to Influence Federal Transactions* Forms SF-LLL and SF-LLLa, *Lobbying Activities*	X
	RAB comments received and addressed	X

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ESTADO LIBRE ASOCIADO DE PUERTO RICO
GOBIERNO MUNICIPAL DE CIDRA
Departamento Asuntos Federales

NOTA ACLARATORIA

El jueves 22 de enero de 2009 el Gobierno Municipal de Cidra publicó un Anuncio de Vistas Públicas para el Programa "Community Development Block Grant" (CDBG), Programa de Vivienda y Desarrollo Comunal. Dicho anuncio queda cancelado efectivo hoy. Favor ver nuevo anuncio el cual contiene cambios pertinentes.

Angel L. Malavé Zayas
Alcalde

Estado Libre Asociado de Puerto Rico
Gobierno Municipal de Fajardo
LEGISLATURA MUNICIPAL

ORDENANZA: 10 SERIE: 2008-2009

PARA PROHIBIR Y PENALIZAR EL DEPOSITO DE MATERIALES Y PRODUCTOS CONTAMINANTES EN TODOS LOS CUERPOS DE AGUA DEL MUNICIPIO DE FAJARDO.

POR CUANTO: En el Artículo 2.005 de 1 Ley 81 se establece: El Municipio podrá reglamentar el manejo de los desperdicios sólido en armonía con la Política Pública Ambiental del Estado Libre Asociado, disponen por Ordenanza la forma en que se llevará a cabo el manejo de desperdicios sólidos e imponer penalidades por violaciones a las normas que se adopten.

POR TANTO: ORDENESE POR LA LEGISLATURA MUNICIPAL DE FAJARDO, LO SIGUIENTE:

SECCION 1RA.: Prohibir el colocar, depositar o lanzar en sitios públicos o privados colindantes con los cuerpos de aguas, cualquier clase de contaminantes tales como: basuras o desperdicios, papeles, envolturas, latas, colillas de cigarrillos o cigarro, frutas, plásticos, aluminio, cristal, polietileno o cualquier material ofensivo al ambiente, a la salud o a la seguridad pública, líquidos exógeno, depositar vertidos de cualquier tipo, tales como aguas residuales o decargas líquidas.

SECCION 3RA.: Se impondrá una multa máxima de quinientos dólares ($500.00) o reclusión hasta un máximo de seis (6) meses a discreción del Tribunal (Artículo 2.003 de la Ley 8 de Municipios Autónomos del 30 de agosto de 1991).

Aprobado por la Legislatura Municipal el 6 de octubre de 2008 y firmada por el Honorable Aníbal Meléndez Rivera, Alcalde, el 10 de octubre de 2008

Maribel Millán Monge
Sra. Maribel Millán Monge
Secretaria Legislatura Municipal

Aprobado por la Comisión Estatal de Elecciones, número CEE-C-08-044

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PO Box 1086 Arecibo, PR 00613

Gobierno Municipal De Arecibo
Vivienda Municipal

AVISO DE VISTA PÚBLICA

El Municipio de Arecibo por conducto de su Departamento de Vivienda y en cumplimiento de la Sección 24 CFR 903.17 (b) del Código de Regulaciones Federales, exhorta a la comunidad en general, incluyendo a los inquilinos participantes del Programa de Sección 8 Municipal, a participar de la audiencia pública que se celebrará el viernes, 20 de marzo de 2009 a las 10:00 de la mañana en la Casa Ulanga localizada en la calle Gonzalo Marín Núm. 7, en el centro de Arecibo, para presentar el Plan Anual de Vivienda Pública para el Año Fiscal 2009-2010.

Los inquilinos asistidos por el Programa Municipal de Sección 8 pueden participar y reaccionar a la preparación del Plan Anual haciendo sus recomendaciones al documento de borrador que el Departamento de Vivienda está preparando. Este documento estará listo al público, 45 días antes a la fecha de la Vista Pública.

El plan establece la estrategia que seguirá el Departamento de Vivienda Municipal para cumplir con las necesidades de vivienda de familias de ingresos bajos y extremadamente bajos. El plan también incluye los objetivos y metas que ha establecido el Municipio para la operación de su programa de Sección 8 y cómo atender las necesidades de servicios a los participantes durante el año fiscal que comienza el 1ro. de julio de 2009.

A estos efectos, se tendrá a la disposición del público en general, desde el martes, 2 de febrero de 2009, el borrador del Plan Anual para que el mismo pueda ser revisado, de manera que se puedan emitir comentarios al respecto para su correspondiente evaluación. Dicho borrador estará disponible al público en general durante horas laborables en la oficina administrativa del Departamento de Vivienda, localizada en el tercer piso del Edificio Santiago Cabán, (Altos de Kress) ubicado en la calle Marino Vidal Núm. 57 Suite 302.

Para mayor información pueden comunicarse con la Directora de Vivienda, la Sra. Rosemarie Hernández, a los teléfonos 787-879-2334 ó 787-879-2351.

Lemuel Soto Santiago
Alcalde

Arecibo
Un Pueblo Unido en Fe, Esperanza y Futuro

EQUAL HOUSING OPPORTUNITY

FRITO LAY te Re$uelve 2

1) La promoción comenzará el 29 de diciembre de 2008 y finalizará el 28 de febrero de 2009, o mientras dure la mercancía de la promoción, lo que ocurra primero. No es necesario comprar o hacer alguna contraprestación para participar y ganar.
2) Son elegibles para participar sólo los residentes legales de Puerto Rico y de las Islas Vírgenes de los Estados Unidos. Pueden participar cuantas veces deseen.
3) Para participar sólo busque dentro de las bolsas de los productos Frito Lay, la tira promocional que dice "Frito Lay Te Resuelve 2" y podrá ganar los premios que aparecen impresos, que consisten en dinero en efectivo, gasolina y premios al instante. No todas las bolsas de Frito Lay contendrán premios.
4) No es necesario comprar para participar. Podrá obtener un cupón gratuitamente todos los lunes y miércoles, durante el período de la promoción de 9:00 a.m. a 2:00 p.m., en las oficinas de Frito Lay, ubicadas en Calle Cubitas #668, Guaynabo, P. R. mientras dure la promoción o la mercancía de ésta. Allí podrá obtener al azar un cupón de participación en el cual podrá aparecer uno de los premios. Podrá obtener sólo un cupón por visita y podrá hacer solamente una visita por día. Los productos participantes están marcados y son las bolsas pequeñas y medianas de LAY'S®, RUFFLES®, DORITOS®, CHEETOS®, FRITOS®, FUNYUNS®, MUNCHOS®, TOSTITOS® SPICY QUESADILLA, MUNCHIES SNAX®, CARIBAS® y MULTIPACK 24®, producidos por y para Frito Lay Snacks Caribbean.
5) Los premios serán otorgados según la modalidad de Ganador Inmediato tal como lo define el Reglamento de Concursos del Departamento de Asuntos del Consumidor. A saber, éstos son los siguientes: PREMIOS EN EFECTIVO: Un total de doscientos catorce mil dólares ($214,000) distribuidos de la siguiente manera: Ciento noventa y tres mil (193,000) premios, cada uno de $1.00; mil doscientos (1,200) premios, cada uno de $5.00; quinientos (500) premios, cada uno de $10.00; trescientos (300) premios, cada uno de $20.00; treinta (30) premios, cada uno de $50.00; veinticinco (25) premios, cada uno de $100.00. PRODUCTOS FRITO LAY AL INSTANTE: También habrá un millón (1,000,000) de participaciones para recibir productos Frito Lay gratis al instante.
6) Como parte de los premios que se estarán regalando dentro de las bolsas de los productos Frito Lay en este concurso, los participantes también podrán ganar uno de 100 cupones de cien (100) dólares cada uno para gasolina gratis en las estaciones de servicio TOTAL participantes. El precio según el cual se redimirán los cupones para gasolina será al detal. Para redimir su premio, los ganadores deberán primero validar el cupón comunicándose con Belkys Jorge en las oficinas de Frito Lay llamando al 787-272-5529. Tendrán que proveer su nombre completo, dirección física y postal, enseñar su licencia de conducir, proveer la información sobre su vehículo, presentar la licencia de dicho vehículo y ofrecer el número que contiene su cupón. Los ganadores de este premio deberán validar su cupón en o antes del 31 de marzo de 2009. Una vez validado según se requiere en este reglamento, los ganadores tendrán un (1) año a partir del 31 de marzo de 2009 para canjear o redimir sus premios por gasolina en las estaciones de servicio TOTAL participantes.
7) Los cupones para obtener gasolina gratis serán válidos exclusivamente para los participantes en Puerto Rico. Los participantes de las Islas Vírgenes de los Estados Unidos solamente tendrán derecho a participar para ganar los premios descritos en el párrafo 5.
8) Frito Lay Snacks Caribbean se reserva el derecho de anular y descalificar los materiales de la promoción si han sido obtenidos fuera de los canales legítimos, o si en todo o en parte han sido alterados, fotocopiados, son defectuosos, imperfectos, mutilados o falsificados de cualquier manera, o si son el resultado de impresiones, incluyendo las tipografías, computadorizadas, y mecanografiados, con errores o alteraciones.
9) Ningún premio será sustituido total ni parcialmente por otro tipo de premio. Los premios que no consistan en efectivo tampoco podrán redimirse en dinero.
10) Todos los ganadores, de ser necesario, deberán aceptar cualquier demora razonable en relación a la entrega del premio. Todos los premios deberán ser reclamados y redimidos no más tarde del 31 de marzo de 2009. De no hacerlo dentro de este período el premio corresponderá al promotor. Para los premios de gasolina gratis refiérase al párrafo seis (6).
11) Los premios se entregarán libres de impuestos y gravámenes.
12) La promoción está sujeta a todas las leyes y reglamentos aplicables al Estado Libre Asociado de Puerto Rico y legislación federal. El promotor se reserva el derecho de cambiar las fechas de esta promoción, a modificar estas reglas y las condiciones en caso de circunstancias razonablemente fuera del control del promotor.
13) Con la aceptación del premio, los ganadores conceden a Frito Lay Snacks Caribbean, sus afiliados, sus agencias de publicidad, de relaciones públicas y promociones, el derecho de publicar y anunciar su nombre, persona, voz e imagen en cualquier medio publicitario en y fuera de Puerto Rico, libre de compensación alguna. Todas las participaciones, fotografías, grabaciones, voz, sonido y filmaciones pasarán a ser propiedad de Frito Lay Snacks Caribbean y podrán tener cualquier uso comercial a su entera discreción.
14) No podrán participar empleados, familiares y otras personas que convivan con empleados de Frito Lay Snacks Caribbean, sus subsidiarias, de las firmas comerciales que auspician esta promoción y sus agencias de publicidad y relaciones públicas. Cualquier obligación de Frito Lay Snacks Caribbean, sus afiliados, sus agencias de publicidad, relaciones públicas y promociones, relacionada con esta promoción y los premios, cesará y quedará totalmente satisfecha con la entrega del mismo. De igual manera, el recibo del premio implicará un relevo de toda responsabilidad a Frito Lay Snacks Caribbean, sus afiliadas, publicistas y relacionistas públicos. Esto incluye la aceptación de los custodios legales, en caso de que el ganador haya sido un menor de edad. Los premios serán utilizados por los ganadores a su entera discreción relevando de cualquier reclamación al promotor de este concurso.
15) El promotor de este concurso es Frito Lay Snacks Caribbean, una división de PepsiCo Caribbean, Inc. Su dirección física y postal es calle Cubita #668 Guaynabo, PR 00969-2801; su representante es Belkys Jorge a quien pueden contactar en el 787-272-5529 y su correo electrónico es belkys.jorge@intl.pepsico.com.
16) Las reglas se publicarán mensualmente en el periódico Primera Hora conforme lo requiere el Reglamento de Concursos del Departamento de Asuntos del Consumidor.
17) En cumplimiento con la Regla 6 del Reglamento de Concursos vigente según expedido por el Departamento de Asuntos del Consumidor, un representante del promotor de este concurso, o persona autorizada por éste, certifica bajo juramento que el contenido de estas Reglas será aplicable al concurso "Frito Lay Te Resuelve 2" que comienza el jueves 29 de diciembre de 2008 y finaliza el sábado 28 de febrero de 2009.

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- Public Housing Agency Plans
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Submit PHA Plans

NOTE: HUD has posted a **new streamlined Annual Plan template** (and streamlined 5-Year/Annual Plan template) for use by small PHAs. However, since many such agencies were already in the process of completing the Small PHA Plan Update when the new template became available, HUD is permitting those PHAs to submit the Small PHA Plan Update along with certifications used with it in lieu of the streamlined Annual Plan template for the current cycle.

related information
- Submission Instructions
- Received Plans
- Approved Plans
- E-mail PHA Plan Support for help

Follow the steps below to submit your PHA plan. Please make sure your documents saved in the proper file format and named correctly. We strongly encourage you to read the **PHA Plan submission instructions**, before submitting your plan.

Submit PHA plans to your local HUD Field Office only!

Step 1: Select Field Office → **Step 2: Prepare Files to Upload** → **Step 3: Upload & Submit Files**

Step 1

Select Field Office: San Juan

Click on the button below to continue to the next screen.

Continue to Step 2

This is a simplified and improved web application for submitting PHA Plans. Read more about the **improvements** to this application.

Last modified: December 16, 2003

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451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455

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Submit Plan - PHA Plans

Step 1: Select Field Office → **Step 2: Prepare Files to Upload** → **Step 3: Upload & Submit Files**

You are about to upload a PHA Plan for:

Field Office: **San Juan**

If this Field Office is incorrect, please go back and **select** the correct Field Office.

Submit only one PHA plan and its attachments at a time! (Don't submit multiple plans!)

step 2

Select your PHA: RQ020, Municipality of arecibo

Select Fiscal Year Beginning of your plan: Fiscal Year Beginning 2009

Select the number of files to upload: 3

You are now ready to select files for uploading!

Click on the button below to continue to the file upload screen.

Continue to Step 3

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Upload Files - PHA Plans

Step 1: Select Field Office → Step 2: Prepare Files to Upload → Step 3: Upload & Submit Files

Note: Depending on the number and size of the files being submitted, the upload time might be significant. Please be patient and wait until your web browser redirects you to the next web page! **If you close your web browser before reaching the confirmation page, your plan submission is not complete!**

You are about to upload a PHA Plan for:

Field Office:	**San Juan**
PHA Code & Name:	**RQ020, Municipality of arecibo**
Fiscal Year:	**2009**
Total number of files to be uploaded:	**3 file(s)**

If this information is incorrect, please go back and **select** correct Field Office, PHA code, Fiscal Year and Number of Files. Otherwise proceed with uploading the files!

Note to all Windows users preparing to upload PHA Plan files:
Once you click on the **"Browse..."** button(s) in the form below, you will see a **"Choose file"** window. Browse to the file you want to upload and select it by clicking on the **"Open"** button. Do not be mislead by the confusing name of the button -- clicking on the **"Open"** button will **select** the file for uploading and will not open it.

step 3

PHA Plan File		Examinar...
Attachment 1		Examinar...
Attachment 2		Examinar...

Acceptable File Formats
- .DOC MSWORD
- .WPD WORDPERFECT
- .XLS EXCEL
- .PDF ADOBE
- .TXT ASCII TEXT

You are ready to upload your files!

Click on the button below to upload your files.

Upload files

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Thank You for using the PHA Plan Submission System

Your PHA Plan files have been successfully submitted to:

Field Office:	**San Juan**
PHA Code & Name:	**RQ020, Municipality of arecibo**
Fiscal Year:	**2009**
Total number of uploaded files:	**3 file(s)**

Your PHA Plan will be processed and posted for review by the HUD Field Office within 48 hours of the next business day. Your field office has been notified.

The **Received Plans** web page will be updated within 48 hours as well.

If you need to submit another PHA Plan, you may do so at the **Submit Plans** web page.

You may return to the **PHA Plans homepage** or go to **HUD's main page**.

Last modified: December 22, 2005 15:22

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ADMINISTRATIVE PLAN

Section 8 Housing Choice Voucher Program

Housing Department of the Municipality of Arecibo

Gobierno Municipal De Arecibo

Departamento De Vivienda Municipal

The Administrative Plan of the Housing Department of the Municipality of Arecibo (HDA) contains those policies that have been adopted by the municipal government, as required by program regulations, governing the establishment and administration of a waiting list, the issuance of Section 8 Housing Vouchers, the equal opportunity housing plan, and overall program administration.

Revised July 2008

EQUAL HOUSING OPPORTUNITY

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1. GENERAL PROVISIONS OF THE ADMINISTRATIVE PLAN

A PURPOSE

1 To provide a standard policy to enable the Housing Department of the Municipality of Arecibo (**HDMA**) staff to administer the Section 8 Housing Choice Voucher Program (**HCVP**) consistently and fairly.

2 To provide a basis for **HDMA** decisions to clients, owners and the public in general.

3 To address questions which are beyond the scope of the Federal Regulations.

4 To provide an ongoing training document for both experienced and newly hired staff.

B REVISIONS AND AMENDMENTS

The Administrative Plan (**AP**) can be amended during the preparation of the Public Housing Agency Annual Plan (**PHA Plan**) and being into effect by July 1st. Interim revisions to the AP should be announced by an Administrative Order (AO) published by the Housing Director (**HD**).

C NON-DISCRIMINATION

It is the policy of the HDMA to comply with all Federal and State nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development (**HUD**) regulations governing Fair Housing and Equal Opportunity. The **HDMA** shall not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 HCVP on the grounds of color, sex, religion, national or ethnic origin, family or marital status, sexual preference, handicap or disability.

D RULES AND REGULATIONS

All issues related to tenants and participants of the **HCVP** are governed by Title 24, Part 982 of the Code of Federal Regulations (**CFR**). In addition, various **HUD** handbooks, notices and memos provide additional guidance, but are generally subservient to the regulations and to this policy. If any provision of this **AP** conflicts with the **CFR**, the Federal Regulations shall prevail.

E DEFINITIONS

Definitions for words or terms that have unique or special meaning for program purposes as used in this **AP** are defined in Appendix A.

2. EQUAL OPPORTUNITY

A FAIR HOUSING

It is the policy of the Housing Department of the Municipality of Arecibo (**HDMA**) to fully comply with all Federal and State nondiscrimination laws. (Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968, (as amended), The Fair Housing Act of 1968, (as amended), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, (as amended), The Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA) of 1990), and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. In addition, any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

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 **HDMA** housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the **HDMA** will provide Federal/State information to applicants and participants in the Section 8 Housing Choice Voucher Program (**HCVP**) regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the **HDMA** Administrative Office (**AO**). In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The **HDMA** will assist any family that believes they have suffered illegal discrimination by providing those copies of the housing discrimination form. The **HDMA** will also assist them in completing the form, if requested, and will provide them with the address of the San Juan HUD Office of Fair Housing and Equal Opportunity.

B REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the **HDMA** housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the **HDMA** will follow in determining whether it is reasonable to provide a requested accommodation.

Because disabilities are not always apparent, the **HDMA** will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

C COMMUNICATION

Applicants and Participants receive information on reasonable accommodation and request for reasonable accommodation forms. Also any Participants who are given a termination notice are sent information on reasonable accommodation and the reasonable accommodation forms.

All decisions granting or denying requests will be in writing.

D QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

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

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

   If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the **HDMA** will obtain verification that the person is a person with a disability.

2. 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 **HDMA** will obtain documentation that the requested accommodation is needed due to the disability.

   The **HDMA** will not inquire as to the nature of the disability.

3. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation mustmeet two criteria:

   a. Would the accommodation constitute a fundamental alteration? The **HDMA** business is housing. If the request would alter the fundamental business that the **HDMA** conducts, that would not be reasonable. For instance, the **HDMA** would deny a request to have the **HDMA** staff to do grocery shopping for the person with disabilities.

   b. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the **HDMA** may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the **HDMA** retains the right to be shown how the requested accommodation enables the individual to access or use the **HDMA** programs or services.

If more than one accommodation is equally effective in providing access to the **HDMA** programs and services, the **HDMA** retains the right to select the most efficient or economic choice.

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The **HDMA** does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

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

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

HDMA will take appropriate measures to ensure that individuals with a handicap or disability will have equal access to available programs, and activities offered by the **HDMA**. These appropriate measures include, but are not limited to the following:

1. Utilization of telecommunication devices for the deaf, or an equally effective communication system such as the Washington State Relay System.

2. Ensuring the availability of documents in alternate formats (i.e., audio tape, large print, Braille, or computer disk.), upon specific applicant/client request

3. Utilization of sign language interpreters.

4. Availability of reader and amanuensis.

5 Utilization of barrier-free meeting places.

6. Processing of discrimination complaints.

E FAMILY/OWNER OUTREACH

The **HDMA**, in marketing its programs and services to very low income families, utilizes the major local daily newspapers, local television, and local radio stations, when necessary. News releases and public notices are issued to the media to inform the public of the **HDMA** action in regard to the Waiting List and of available services through the program. In addition, radio and television follow-up interviews are utilized. Other media, including local weekly's and monthly's, are used to reach special populations. Every effort will be made to market programs and services in compliance with the Equal Opportunity Housing Plan.

HDMA staff has daily contacts with local landlords, realtors, potential applicants, service agency personnel, and civic organizations to provide information in regard to housing programs and issues. Staff meetings often involve representatives from other local agencies serving lower-income families (e.g., Elderly Services, Social Security) to discuss service linkages. Staff participation on community boards and committees insures constant contact with agencies serving the needy. **HDMA** publicize the programs through their community contacts. A brochure is used for general public distribution. Speaking engagements at neighborhood centers and other locations are also utilized to reach lower-income families.

Housing opportunities have consistently been available to families throughout the municipalities of Arecibo, Barceloneta Camuy and Hatillo. Continuous communication with rental property owners and managers has been used to insure that appropriate units are available throughout **HDMA**'s service area. Well over 700 landlords are currently involved with the Section 8 Program. They provide the **HDMA** with unit listings on a regular basis.

F RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice.* The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*. Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

G REQUIRED POSTINGS

The **HDMA** posts, in each of its of the Municipality of Arecibo offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, a sign notifying the general public that at the main office of the **HDMA** has a binder with all **HDMA** policies and notifications for viewing. The following information is posted in each office:

1. Fair Housing Poster
2. Equal Opportunity in Employment Poster

The Section 8 Administrative Plan (**AP**), with the addresses of all **HDMA** offices, office hours, telephone numbers, and hours of operation, Income Limits for Admission, Informal Review and Informal Hearing Procedures, are available upon request.

3. HDMA RESPONSIBILITY/OWNER RESPONSIBILTY/OBLIGATIONS OF THE FAMILIY

The Housing Department of the Municipality of Arecibo (**HDMA**) will comply with the Annual Contribution Contract (ACC), the US Department of Housing and Urban

Development (**HUD**) regulations and other requirements, and **HDMA** Section 8 Housing Choice Voucher Program (**HCVP**) Administrative Plan (**AP**).

A HDMA RESPONSIBILITIES

In administering the program, the **HDMA** must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;

2. Explain the program to owners and families;

3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;

4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

5. Affirmatively further fair housing goals and comply with equal opportunity requirements;

6. Make efforts to help disabled persons find satisfactory housing;

7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher in compliance with the **AP** for each selected family, and provide housing information to families selected;

8. Determine who can live in the assisted unit at admission and during the family's participation in the program;

9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;

10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the **HUD** prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;

12. Determine the amount of the housing assistance payment for the family;

13. Determine the maximum rent to the owner and whether the rent is reasonable;

14. Make timely housing assistance payments to an owner in accordance with the HAP contract;

15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;

16. Establish and adjust HDMA utility allowance;

17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by **HDMA**, if the owner defaults (e.g., HQS violation);

18. Determine whether to terminate assistance to a participant family for violation of family obligations;

19. Conduct informal review of certain HDMA decisions concerning applicants for participation in the program;

20. Conduct informal hearing on certain HDMA decisions concerning applicants for participation in the program; and the **AP**.

21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits.

22. Quality Control of Section 8 Program:

In order to maintain the appropriate quality standards for the Section 8 program, the **HDMA** will regularly review files and records to determine if the work documented in the files or records conforms to program requirements. A supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person shall accomplish this. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program (SEMAP) for our size housing authority.

Among the areas that shall have, quality control reviews are the following:

A. The proper people were selected from the waiting list and their selection criteria were actually met by the applicants.

B. The determination of rent reasonableness.

C. Participants are paying the appropriate rent and their income and expenses were properly verified both upon admission and re-certification.

D. HQS inspections were properly made.

E. HQS deficiencies were properly followed up on and appropriate repairs were made in a timely manner.

If significant errors are found during a quality control review, then appropriate training shall be immediately conducted for the person or persons who made the errors and that person shall correct all of his or her errors.

B. OWNER OBLIGATIONS

The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

2. Maintaining the unit in accordance with Housing Quality Standards (**HQS**), including performance of ordinary and extraordinary maintenance.

3. Complying with equal opportunity requirements.

4. Preparing and furnishing to **HDMA** information required under the Housing Assistance Payment (HAP) contract.

5. Collecting from the family:

   a. Any security deposit required under the lease.
   b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
   c. Any chares for unit damage by the family.

6. Enforcing tenant obligations under the lease.

7. Paying for utilities and services (unless paid by the family under the lease).

C OBLIGATIONS OF THE PARTICIPANTS

This Section states the obligations of a participant family under the program.

1. Supplying required information. The family must supply any information that the **HDMA** or **HUD** determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply and information requested by the **HDMA** or **HUD** for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with **HUD** requirements.

3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4. All information supplied by the family must be true and complete.

5. The family is responsible for any **HQS** breach caused by the family or its guests.

6. The family must allow the **HDMA** to inspect the unit at reasonable times and after at least 3 days notice.

7. The family may not commit any serious or repeated violation of the lease.

8. The family must notify the HA and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

9. The family must promptly give the HA a copy of any owner eviction notice it receives.

10. Use and Occupancy of the Unit

    a. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.

    b. **HDMA** must approve the composition of the assisted family residing in the unit. The family must promptly inform the **HDMA** of the adoption or court-awarded custody of a child. The family must request approval from the **HDMA** to add any other family member as an occupant of the unit. No other person (i.e. no one but members of the assisted family) may reside in the unit (except for a foster child / foster adult or live-in aide as approved by the **HDMA**).

    c. Members of the household may engage in legal profit making activities in the unit but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements, agreement by the owner, and the affected household member must obtain all appropriate permits.

    d. The family must not sublease or let the unit.

    e. The family must not assign the lease or transfer the unit.

11. Absence from the Unit

    a. The family must supply any information or certification requested by the **HDMA** to verify that the family is living in the unit, or relating to family absence from the unit, including any HDMA requested information or certification on the purposes of family absences. The family must cooperate with the **HDMA** for this purpose. The family must promptly notify the **HDMA** of its absence from the unit**.**

    b. Absence means that no member of the family is residing in the unit. The family may be absent from the unit up to **15** calendar days. The family must request permission from the **HDMA** for absences exceeding **15** calendar days. The **HDMA** will make a determination within (5) business days of the request. An authority absence may not exceed 180 calendar days. Any family absent for more than 15 calendar days without authorization will be terminated from the program.

c. Authorized absences may include, but are not limited to:

1. Prolonged hospitalization-could be extended for up to 180 days
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)-could be extended up to 90 days.
3. Medical treatment-could be extended for up to 120 days.
4. Domestic Violence- could be extended for up to 180 days

12. The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

13. The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

14. The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

15. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by **HUD** or in accordance with **HUD** requirements) Federal or State housing assistance program.

4. ELIGIBILITY FOR THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

A. GENERAL STATEMENT

No applicant has a right or entitlement to be listed on the Section 8 Housing Choice Voucher Program (**HCVP**) waiting list, to any particular position on the waiting list, or to admission to the Program. However, all applicants have the right to request a formal review to the Housing Director (**HD**) to appeal the **HDMA** decision. The applicant may appeal an adverse review made by the **HDMA** to the US Department of Housing and Urban Development (**HUD**) Public Housing Hub (**PHH**) for a final decision on the review appeal.

B. ELIGIBILITY FOR PARTICIPATION

Eligibility for admission is determined by a combination of statutory requirements, federal regulations, and local policy. An applicant must meet the following criteria to confirm his/her eligibility: qualify as a family, have an income within the income limits, meet citizenship/eligible immigrant criteria, provide documentation of Social Security Number, sign consent authorization documents and must be resident of the Municipality of Arecibo or work in the Municipality.

In addition to the eligibility criteria, families must also meet the **HDMA** screening criteria in order to be admitted to the **HCVP**.

1. Eligible Households

The following applicants are eligible for the **HCVP**, provided they are at least 18, or have been emancipated under state law. To be eligible, an applicant must qualify as a Family. A family can consist of any of the following described below.

a. **Eligible Families:** Two or more persons sharing residency whose income and resources are available to meet the family's needs who are either related by blood, marriage, operation of law, or have evidenced a stable family relationship over a period of time (not less than one year).

   i. Children are considered family members if they currently reside, or it can be reasonably anticipated that they will reside, with the family at least six (6) months a year.

   ii. A child who is temporarily away from the home because of placement in foster care is considered a member of the family.

   iii. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

   iv. There can also be other unrelated persons living in the household, such as foster children; if it is determined the unit will not be overcrowded.

   v. Persons residing with a Family to permit the employment of a sole wage earner, or solely because the person is essential to the care of a family member, shall not be considered a family member when determining eligibility.

b. An **elderly family** which is:

   i. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

   ii Two or more persons who are at least 62 years of age living together; or

   iii. One or more persons who are at least 62 years of age living with one or more live-in aides.

c. A **disabled family**, which is:

   i. A family whose head, spouse, or sole member is a person with disabilities;

   ii. Two or more person with disabilities living together; or

iii. One or more persons with disabilities living with one or more live-in aides.

d. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged as a result of a formally recognized disaster under the federal, state, local disaster relief laws and/or policies.

e. A remaining member of a tenant family.

f. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

2. Income limitations

To be eligible, the family must be either:

a. A very low income family, which is set at 50% of median income for the area as determined by **HUD** and published in the Federal Regulations; or,

b. A low income family, which is set at 80% of median income for the area as determined by **HUD** and published annually in the Federal Register, in any of the following categories:

i. A low income family that is "continuously assisted", as defined, under the 1937 Housing Act;

ii. A low income family physically displaced by rental rehabilitation activity under 24 CFR part 511;

iii. A low income non-purchasing family residing in a HOPE 1 (HOPE for Public and Indian Housing Homeownership) or HOPE 2 (HOPE for Homeownership of Multifamily Units) Program;

iv. A low income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173;

v. A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

c. Applicable Income Limits

HDMA determines whether the family is income eligible by comparing the family's annual income gross income) with the **HUD**-

established very low-income limit or low-income limit for the area. The current income limits are contained in Appendix B.

i. Income limits are applied only at the time of admission. A participant family is not to be considered ineligible if their income exceeds the income limits after the family has been admitted to the HDMA's **HCVP**. However, as income rises the assistance will decrease.

ii. There is no minimum requirement under the **HCVP**; families with no income are eligible for assistance in accordance with other requirements described within this **AP**.

iii. The applicable income limit for issuance of a voucher when a family is selected for the program is the highest income limit (for the family size) for the **HDMA** jurisdiction.

iv. The applicable income limit for admission to the program is the income limit for the area where the family is initially assisted in the program.

v. The family may only use the voucher to rent a unit in the Municipalities of Arecibo, Barceloneta, Camuy or Hatillo where the family is income eligible at admission to the program.

a. Families who are moving into HDMA's jurisdiction under portability and have the status of applicant rather than of participant at their initial **HA**, must meet the income limit for the area where they were initially assisted under the program.

b. Families who are moving into **HDMA**'s jurisdiction under portability and are already program participants at their initial housing **HDMA** do not have to meet the income eligibility requirement for the **HDMA** program.

3. Citizenship/Eligible Immigrant Status

To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see U.S.C. 1436 a(a)).

In order to comply with Circular Letter No. PH03-03, for each family member who claims that he or she is a U.S. citizen or a non-citizen with eligible immigration status, the family must submit to de **HDMA** a written declaration by which the family member declares whether he or she is a U.S. citizen or non-citizen with eligible immigration status. For each adult, the declaration must be signed by the adult. For each child, the declaration

must be signed by an adult residing in the assisted dwelling unit who is responsible for the child. **HDMA** is required by 24 CFR 5.502 to arrange for the notice or document to be provided to the individual in language that is understood by the individual if the individual is not proficient in English.

The **HDMA** should make a copy of the individuals **INS** (Immigration and Naturalization Service) documentation (if the tenant claim to be a non-citizen with eligible immigration status) and other documents and place copy in the tenant's file. The documents submitted as proof such as birth certificates, are used to verify the signed declaration and in no matter substitute the signed declaration. The **HDMA** should also verify their status through the **INS SAVE** system. If the **INS SAVE** system cannot confirm eligibility, the **HDMA** will mail information to the INS so a manual verification can be made of **INS** records.

Family Eligibility for Assistance:

a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.

b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance.

c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

4. Social Security Number Requirement

a. To be eligible, families are required to provide Social Security numbers for all family members age six (6) and older prior to admission, if they have been issued a number by the Social Security Administration, under the following guidelines:

All members of the Family must either:

i. submit Social Security documentation, or

ii. sign a certification that they have not been assigned a Social Security number. If the individual is under eighteen (18), a parent of guardian must execute the certification.

b. Verification will be done through the provision of a valid Social Security card issued by the Social Security Administration, or, if unable to provide a card, through provision of such other evidence of the Social Security Number, such as a State driver's license.

c. Applicants who are unable to provide documentation will retain their position on the waiting list until such documentation can be provided.

d. If an applicant is able to disclose the Social Security number, but cannot provide the documentation, the applicant must sign a certification to that effect.

e. New family members' age six (6) and over, and family members reaching the age of six during the year, will be required to verify Social Security information at the next scheduled reexamination.

f. Applicants may not become participants until the documentation is provided.

5. Sign Consent Forms. 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.

C OTHER CRITERIA FOR ASSISTANCE

The **HDMA** may deny an applicant admission to participate in the **HCVP**, or with respect to a current participant, may refuse to issue another Voucher for a move to another unit, approve a new lease, or execute a new Contract, if the applicant or participant:

1. Currently owes rent or other amounts to **HDMA** or any Housing Agency (**HA**) in connection with any Federal housing program;

2. As a previous participant in any **HCVP**, has not reimbursed the **HA** for any amounts paid to an owner under a housing assistance contract for rent or other amounts owed by the Family under its lease;

3. Has violated any of the following Family obligations:

   a. supplying any certification, release, information or documentation as the **HDMA** determines is necessary, including but not limited to evidence of citizenship or eligible immigration status, the submission of Social Security numbers and verifying documentation, the submission of signed consent forms, or the submissions required for any annual or interim reexaminations;

   b. allowing the **HDMA** to inspect the dwelling unit at reasonable times and after reasonable notice (3 days is considered reasonable);

   c. notifying the **HDMA** and owner before vacating a dwelling unit;

   d. using the dwelling unit solely for residence by the Family, and as the Family's principal place of residence; or assigning the Lease of transferring the unit;

4. Has committed any of the following acts:

a. owning or having any interest in the dwelling unit for which assistance is being provided;

b. engaging in fraud in connection with any Federal Housing Program;

c. receiving assistance for more than one unit at any given time;

5. Has engaged in drug-related criminal activity, as defined, or violent criminal activity, as defined, or illegally use a controlled substance;

a. Has a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 USC 802;

b. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health safety, or right to peaceful enjoyment of the premises by other residents;

6. Has breached an agreement with the **HDMA** to repay amounts owed under a previous Section 8 Lease;

7 Misrepresents or fraudulently submits information to **HDMA** or any other (**HA**);

8. Has engaged in or threatened abusive or violent behavior towards any **HDMA** staff or residents;

9 Has caused an HQS breach: the family is responsible for any **HQS** breach caused by the family or its guests;

10. Has committed any serious or repeated violation of the lease;

11. Has a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);

12. Has a family member with a lifetime registration under a State sex offender registration program (Denied for life);

D SUITABILITY FOR TENANCY

The **HDMA** determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The **HDMA** will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through the Commonwealth Police Department Criminal Identification Division (**CPDCID**). In case of a non favorable certificate is issued, the participant or applicant has the opportunity to clear his/her record pursuing the procedure established within the **CPDCID**.

E PROHIBITED ADMISSION CRITERIA

1. Under the HCVP, the Owner decides whether the family is suitable for tenancy. The HDMA decision to admit an Applicant will not be based on an applicant's suitability for tenancy. However, the HDMA may deny assistance to an applicant because of family member(s) participation in Drug-related criminal activity or violent criminal activity, as defined.

2. Admission to the program will not be based on where the family will live after admission to the program.

3. Admission to the program will not be based on:

   a. families members being unwed parents, recipients of public assistance or children born out of wedlock;

   b. families with children (familial status discrimination);

   c. age, race, color, religion, sex, or national origin;

   d. disability; or

   e. a family's decision to participate or not participate in the Family Self-Sufficiency program.

Mandatory Prohibition of Sex Offenders

The Municipality of Arecibo has established standards that prohibit admission to the program if any member of the household is subject to a lifetime registration under a State sex offender registration program (24 CFR 982.553 (2)). The Municipality of Arecibo (RQ020) will screen the family by performing a criminal history background check necessary to determine whether any household member is subject to a lifetime sex offender registration requirement in the State where the dwelling unit is located and in other States where the household members are known to have resided. The screening is to be carried-out through the Puerto Rico Police Department, which issues a Certificate of Conduct.

The Municipality of Arecibo will deny admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. Sex offenders, not subject to lifetime registration, will be denied assistance for the entire period they are subject to registration as sex offenders.

The Mandatory Prohibition for Sex Offenders also applies to property owners that have contracts with the Municipality or owners that may want to provide properties to the Municipality Housing inventory.

Domestic Violence Statement

The Violence against Women Act (VAWA), Public Law 109-162 was signed into

law on January 5, 2006. Section 603 of the law amends Section 5A of the U.S. Housing Act (42 U.S.C. 1437c-1) to require PHAs' five-year and annual PHA Plans to contain a Domestic Violence Policy Statement regarding any goals, activities, objectives, policies, or programs of the PHA that are intended to support or assist victims of domestic violence, dating violence, sexual assault, or stalking. Sections 606 and Section 607 amend the Section 8 and public housing sections of the U.S. Housing Act (42 U.S.C. 1437f and 1437d) to protect certain victims of criminal domestic violence, dating violence, sexual assault, or stalking – as well as members of the victims' immediate families – from losing their HUD-assisted housing as a consequence of the abuse of which they were the victim. While awaiting new guidelines from the Department of Housing and Urban Development for implementing VAWA the Municipality of Arecibo (RQ020) has adopted the following goals and objectives, for Domestic Violence Policy:

- The VAWA applies to the Housing Choice Voucher Program.
- The applicant/tenant/victim will be treated with respect and dignity.
- The Municipality of Arecibo will notify Housing Choice Voucher owners and managers of VAWA.
- The Municipality of Arecibo will notify voucher holders of their rights under VAWA including the possible portability of vouchers between jurisdictions to escape an imminent threat of further domestic violence or stalking.
- VAWA will be incorporated into the landlord and tenant orientation process.
- Necessary conforming amendments to Housing Choice Voucher Program rules, regulations and paperwork will be further addressed after receipt of guidelines from the Department of Housing and Urban Development (HUD).

F REPAYMENT AGREEMENTS

The **HDMA**, at its discretion, may offer the applicant or participant the opportunity to enter an agreement to pay amounts owed to the **HDMA** or amounts paid to an Owner by the **HDMA**. If the **HDMA** elects to make such an offer, the agreement shall be on terms prescribed by the **HDMA**. The **HDMA** may at any time deny or terminate assistance for breach of such agreement.

5. RECEIPT OF APPLICATIONS AND DETERMINATION OF ELIGIBILITY

A GENERAL POLICY

This section sets forth the steps that are to be taken in obtaining and verifying information from applicant families for the purposes of determining whether they meet the conditions of eligibility for participation. Initially, unless determined false, application information will be accepted through a certification by the applicant as to its validity.

The application will be taken in two phases:

1 A preliminary application (referred to as a pre-application) will be taken initially, and;

2 When the applicant name nears the top of the waiting list and funding is expected to be available within the next 90-120 days, the preliminary application will be reviewed.

B RECEIPT OF PRE-APPLICATIONS

The Housing Department of the Municipality of Arecibo (**HDMA**) will utilize a basic pre-application form. The purpose of the pre-application is to make a preliminary eligibility determination and placement on the waiting list.

1. Applications are to be accepted from all Families seeking participation in the Program. In addition, all applicants are to be given an opportunity to show they qualify for available preferences.

   a. Any family requesting an application will be given the opportunity to complete one as long as the waiting list is open and **HDMA** is taking applications.

   b. If the number of families on the waiting list is such that there is no reasonable prospect that additional applicants could be housed within the next year, the **HDMA** may suspend the taking of additional applications. Any closing or re-opening of the waiting list will be publicly advertised.

2. Outreach efforts will be made to attract applications from all segments of the eligible population: including white and nonwhite, elderly and non-elderly, working and welfare, handicapped and non-handicapped. If the response is not representative of the population of the Authority's jurisdiction, outreach efforts will be adjusted accordingly.

3. Application can be made for the Section 8 Housing Choice Voucher Program (**HCVP**) applying in person at the **HDMA** office. Application will be accepted during regular business hours at

   The Housing Department of the Municipality of Arecibo.
   Calle _____
   Suite 302
   Arecibo, Puerto Rico

   The completed application will be dated and time stamped upon its return to the **HDMA**.

   Persons with disabilities who require a reasonable accommodation in completing an application may call the **HDMA** to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The telephone number is 787.-----.

4. The application constitutes the basic record of each Family applying for participation. Each applicant, therefore, will be required to supply the information requested on the application and to sign the application, attesting to the information provided.

5. By signing the application, all applicants will certify the information provided to be true and complete.

6. Incomplete applications will be returned to the applicant and shall not be given an application date until all necessary information has been provided.

7. Applicants are responsible for informing HDMA of changes in family circumstances (including income) and for responding to requests from HDMA to update pre-applications. Failure to provide information will result in applicant being removed from the waiting list.

C GROUNDS FOR REFUSAL TO PROCESS PRE-APPLICATIONS

Pre-applications will not be processed for applicants in which the following has been verified.

1. If the applicant has committed any fraud in connection with any federal housing assistance program;

2. If the applicant has violated any of the family obligations; and

3. If the family has breached an agreement with the **HDMA** or any other housing agency (**HA**) to repay amounts owed under a previous Section 8 Lease.

D RIGHT TO INFORMAL REVIEW

An applicant for the **HCVP** has the right to an informal review if the applicant is preliminarily determined ineligible for the program and not placed on the waiting list.

Ineligible applicants will be promptly provided with a letter which states their individual status, the reason for ineligibility, and the opportunity for a review of the decision consistent with the terms and conditions of **HDMA**'s Informal Review Policy. The **HDMA** shall retain for three (3) years the original application, notification letter, applicant's response (if any) and any record of any informal hearing and statement of final disposition.

E COMPLETION OF FULL APPLICATION/VERIFICATION OF INFORMATION

1. Applicants on the waiting list will be requested to fill out the "Elderly/Family Tenant Application for Continued Occupancy" form when funding is expected to become available within 120 days.

2. Verification of full application information provided by the applicant will be verified including information on family composition, income, assets,

allowances and deduction, preference status, full time student status, and other factors relating to eligibility before the applicant is issued a voucher. Verification of information will include but not be limited to the following:

a. Solicitation from employers, federal and state agencies, and/or social service agencies currently or previously involved with the household;

b. Access computerized data banks from other federal, state and local agencies as permitted by law; and

c. Documentation provided by family when necessary.

3. Information verifying applicant eligibility must be received no more than sixty (60) days prior to issuance of a certificate or voucher.

4. No family shall be admitted until all information has been completely verified, including verification of preferences to determine final eligibility.

F FINAL DETERMINATION OF ELIGIBILITY

1. After the verification process is complete, a final determination of eligibility will be made, based on the same factors as preliminary eligibility, but with data that has been verified.

2. A voucher will not be issued to applicants until final determination has been made, even though applicant may have been preliminarily determined eligible and may have been listed on the waiting list.

3. Right to Informal Review

If, during the application interview or subsequent verification process, it appears that the applicant is definitely not eligible, the applicant is to be given written notification and classified as ineligible. The application, together with sufficient information as to the reasons for the determination, is to be maintained in a file of "Ineligible Applications".

a. All applicants determined ineligible shall be notified promptly in writing of this determination and the reasons therefore. The notification shall state the applicant has the right to request an informal hearing by submitting a written request within ten (10) days of the date of the determination letter.

b. If, after conducting an informal hearing, the **HDMA** upholds the initial determination of ineligibility, the applicant shall again be notified in writing of same.

c. The **HDMA** shall retain for three (3) years the original application, notification letter, applicant's response (if any), and any record of any informal hearing and statement of final disposition.

d. The procedures set forth in this section do not preclude any applicant from appealing to the US Department of Housing and Urban Development (**HUD**) if it is felt that the applicant is being denied housing due to unfair discrimination.

6. WAITING LIST ADMINISTRATION

A. OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced via public notice that application for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting list for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the waiting list will be close. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

B. TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Application will be accepted during regular business hours at:

57 Mariano Vidal Street 3rd floor
Arecibo, Puerto Rico 00612

Applications are taken to compile a waiting list. Due to demand for section 8 assistance in the **HDMA** jurisdiction, the **HDMA** Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants. The **HDMA** will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications will be made in person at the **HDMA** during specified dates and business hours posted at the **HDMA** offices.

The completed application will be dated and time upon its completion.

The application process will involve two phases. The first phase is the initial application for housing assistance of the pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. The first phase results in the family's placement on the waiting list if deemed apparently eligible.

Upon receipt of the family's pre-application, the **HDMA** will make a preliminary determination of eligibility.

An applicant is encouraged to report changes in their applicant status including changes in family composition, income, or preference factors. The **HDMA** will annotate the applicant's file and will be confirmed with the family in writing.

The second phase is the final determination of eligibility, to as the full application. The full application takes place when the family is near the top of the waiting list. The **HDMA** will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into section 8 program.

C. ORGANIZATION OF THE WAITING LIST

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

1. The application will be a permanent file;

2. All applicants will be maintained in order of date and time of application and then in order of local preferences.

3. Any significant contact between the **HDMA** and the applicant is documented in the applicant file.

All files (applicant or participant) shall be retained for three years from the date the file is closed, whether this is due to the surrender of a housing choice voucher or the removal of a person from the waiting list, whichever is later.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

Families nearing the top of the waiting list

When a family nears the top of the waiting list, will be invited to an interview and the verification for eligibility process will begin. It is at this point in time that the family's waiting list preference will be verified. Annual income must be verified within 60 calendar days of the issuance of a housing choice voucher. 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. If the **HDMA** determines the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

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

Missed appointments

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

The **HDMA** will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When good cause exists, the **HDMA** will work closely with the family to find a more suitable time. If an applicant claims they did not received a letter mailed by the **HDMA**, which requested the applicant to provide information or to attend an interview, the **HDMA** will determined whether the letter was returned to the Housing Authority. If the letter was not returned to the Housing Authority, the applicant will be assumed to have received the letter. If the letter was returned to the Housing Authority and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent. **It is the responsibility of the applicants to notify in writing, if their address changes during the application process.**

D. REMOVAL OF APPLICANTS FROM THE WAITING LIST

The **HDMA** will not remove an applicant's name from the waiting list unless:

1. The applicant requests that the name be removed;

2. Thee applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments;

3. The applicant does not meet either the eligibility or screening criteria for the program; or

4. The applicant has been issued a Housing Choice Voucher.

The reason for all removals from the waiting list shall be carefully documented in the applicant's file and retained for three years from the date file is closed.

E. GROUNDS FOR DENIAL

The **HDMA will** deny assistance to applicants who:

1. Do not meet any or more of the eligibility criteria;

2. Do not supply information or documentation required by the application process;

3. Fail to respond to written request for information or request to declare their continued interest in the program;

4. Fail to complete any aspect of the application or lease-up process;

5. Have a family member who was evicted from federally assisted housing within the past three years because of drug –related criminal activity. The three year limit is based on the date of such eviction, not the date the crime

was committed.

However, the **HDMA** may admit the household if the PHA determines:

1. The evicted household members who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the **HDMA** or;

2. The circumstances leading to the eviction no longer exist (for example, the household member that participated in the criminal activity is incarcerated or has died).

   a. Have a household member who is currently engaging in illegal drug use;

   b. Have a household member whose illegal drug use or pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by the residents;

   c. Have a household member who is subject to a lifetime registration requirement under a State Sex Offender Registration Program;

   d. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

   e. Have a household member who's is a fugitive felon, parole violator or person 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 flew;

The **HDMA may** deny assistance to applicants who:

A. Have a household member who's is currently engaged in, or has engaged in the following during the last 5 years before the projected date of admission:

   a. Drug-Related criminal activity;
   b. Violent criminal activity;

c. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or

d. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the **HDMA** including employees, contractor or sub-contractors.

For the purposes of this section, a household member is "currently engaged in" criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.

B. Have a family member who violated any family obligations under previous participation in the program;

C. Have a family member who has been evicted from federally assisted housing in the last five years;

D. Have a family member that the **HDMA** ever terminated assistance for under the program;

E. Have a family who has committed fraud, or any other corrupt or criminal act in connection with any Federal Housing program;

F. Currently owns rent or other amounts to the **HDMA** or to another Housing Authority in connection with the Section 8 or public housing assistance under the 1937 act;

G. Have not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;

H. Have breached an agreement with **HDMA** to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority;

I. If a family participating in the Family Self- Sufficiency Program, a family fails to comply, without good cause, with the family's FSS Contract of participation;

J. Have engaged in or threatened abusive or violent behavior toward any **HDMA** staff member or resident;

If the **HDMA** denies admission to the Housing Choice Voucher program on the basis of a criminal record, the **HDMA** will provide the person with the criminal record (i.e., the family member) 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, in the procedures for the Informal Review Process for Applicants. The applicant will have 10 calendar days to dispute the accuracy and relevance of the record in writing. If the **HDMA** does not receive the dispute within the allotted time, the applicant will be denied.

F. NOTIFICATION OF NEGATIVE ACTIONS

Any applicants whose name is being removed from the waiting list will be notified by the **HDMA,** writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review in writing. 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 **HDMA** system of removing applicant's names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by applicant's disability, the **HDMA** will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the **HDMA** will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability.

G. INFORMAL REVIEW

If the **HDMA** determines that an applicant does not meet the criteria for receiving Section 8 assistance, the **HDMA** will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial.

H. SELECTING FAMILIES FROM THE WAITING LIST

Waiting List Admissions and Special Admissions

The **HDMA** may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that are targeted for families with specific characteristics or families living in specific units, the **HDMA** will use the assistance for those families. If this occurs, the **HDMA** will maintain records demonstrating that these targeted housing choice vouchers were used appropriately. When one of these targeted vouchers turns over, the voucher shall be issued to applicants with the same specific characteristics as the targeted program describes.

I. PREFERENCES

The **HDMA** will select families based on the following preferences based on local housing needs and priorities. Preferences shall be ranked in the order list below:

A. Priority I: Involuntary Displacement. Individuals or families are involuntarily displaced and not currently living in standard replacement housing. Applicants shall be considered involuntary displaced if they have vacated or must vacate their housing unit as a result of a disaster (whose dwelling has been extensively damaged or destroyed or otherwise formally recognized pursuant to Federal disaster relief laws), by government action and/or due to actual or threatened physical violence directed against the applicant or more family members of the applicants family by a current or former spouse or cohabitant, person with whom the applicant has or had a dating relationship; person with whom the applicant has child, or another family member.

B. Priority II: Disabled Families. For an Individual to be considered as a disable person the applicant must bring the disability identification provided by the Commonwealth of Puerto Rico to people with disability or bring the a letter from the Social Security Agency establishing that the person is eligible for disability .

J. SELECTION FROM THE WAITING LIST

All preferences are considered equal and applicants with one or more of these will be ranked highest on the waiting list. Applicants that certify to **Priority I** will be selected prior to the other applicants on the waiting list and will be offered housing before any families in preference two. Applicants that certify to **Priority II** will be selected prior to other applicants within the month they applied, and will be offered housing before any families with no preference. All other applicants will receive a

ranking of three (3). The **HDMA** will not deny a local preference, nor otherwise exclude or penalize a family in admission to the program, solely because the family resides in public housing.

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

7. SELECTION OF VOUCHER HOLDERS

A. GOVERNING CONDITIONS

Families shall be selected according to the date and time of application.

B. SELECTION FROM THE WAITING LIST

Federal Preferences have been repealed by the US Department of Housing and Urban Development (**HUD**); therefore federal preference will not be granted by the Housing Department of the Municipality of Arecibo (**HDMA**). Applicants who qualify for a **Local Preference** will be selected from the waiting list in the order siscribe in the next Section.

C. PREFERENCE IN SELECTION OF ELIGIBLE FAMILIES

In selecting eligible families for participation in the Housing Choice Voucher Program (**HCVP**), the **HDMA** shall apply the following order of preference. Eligible families qualifying for any one of the following preferences shall be selected in the order of the date and time of their application:

1. Involuntarily Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition).
2. Victims of Domestic Violence.
3. Working Families and/or those unable to work because of age or disability.
4. Substandard Housing
5. Homelessness

D. EXCEPTIONS TO GRANT LOCAL PREFERENCES IN TENANT SELECTION

An applicant will not be granted any local preference if any member of the family has been evicted from any federally assisted housing during the past three years because of drug-related criminal activity.

The **HDMA** will grant an exception to such a family only if:

1. The responsible member has successfully completed a rehabilitation program.
2. The evicted person was not involved in the drug related activity that occasioned the eviction.

E. NOTICE OF DENIAL OF A PREFERENCE

If the **HDMA** determines that an applicant does not meet the criteria for a local preference claimed, the **HDMA** should promptly notify the applicant in writing. The notice shall state the reasons for the denial and that the applicant has a right to request an informal review with the **HDMA**'s staff.

The **HDMA** will not deny a family's claimed preference, nor remove a family from the waiting list solely because the applicant family has applied for, received, or refused other forms of housing assistance.

F. STATUTORY REQUIREMENT

Not withstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, **HDMA** retains the right to skip higher income families on the waiting list to reach extremely low-income families.

1. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the **HDMA** will monitor incomes of newly admitted families and the income of the families on the waiting list.
2. If there are not enough 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.

G. NON-DISCRIMINATION

All Families will be selected without regard to race, color, creed, religion, national origin, gender, handicap or disability, marital or familial status. No person will be excluded from participation in, or denied the benefits of the program because of membership in a class or group, such as unmarried mothers or recipients of public assistance.

H. PROHIBITION OF PREFERENCE FOR DRUG-RELATED CRIMINAL ACTIVITY

The Authority will not give a preference (Federal, ranking or local) to an applicant if any member of the family was evicted from assisted housing because of **drug-related criminal activity or violent criminal activity,** as defined, during the three years prior to the application date. “Assisted housing" shall mean housing assisted under a 1937 Housing Act program. Preference may be granted if the Authority can clearly determine that any of the following circumstances exist:

1. The evicted person has successfully completed a rehabilitation program approved by the Authority.
2. The evicted person did not participate in or know about the drug related criminal activity.
3. The evicted person no longer participates in any drug-related criminal activity.

8. DETERMINATION OF FAMILY INCOME

To determine annual income, the Housing Department of the Municipality of Arecibo (**HDMA**) counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, **HDMA** subtracts out all allowable deductions (allowances) as the next step in determining the Total Payment.

A. ANNUAL INCOME

Annual Income (**AI**) is defined as the anticipated total annual income of an eligible family from all sources for the 12 month period following the date of termination of income, computed in accordance with federal law and the US Department of Housing and Urban Development (**HUD**) regulations. Annual income of the family cannot exceed the applicable income limit for admission, as set forth in Appendix B. **AI** includes, but is not limited to, the following:

1. The full amount, before any payroll deductions of wages, salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. The net income from the operation of a business or profession or from rental of real or personal property.

3. Interest, dividends and other net income of any kind from real or personal property. Where the Family has Net Family Assets in excess of $5,000, **AI** shall include the greater of actual income from such assets or a percentage of the value of the assets based upon current passbook savings rates, as determined by **HUD**.

4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other types of periodic receipts, including lump-sum payments for the delayed start of a periodic payment (except for Social Security and SSI).

5. Payments in lieu of earnings such as unemployment, disability compensation, workmen's compensation and severance pay, except as exempted below.

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

7. All regular pay, special pay and allowances of a member of the Armed Forces, except as excluded below.

8. Welfare Assistance payments (see 913.106 for calculation).

B. ITEMS NOT CONSIDERED AS INCOME

The following shall not be included in the calculation of **AI**:

1. Income from the employment of children (including foster children) under 18 years of age;

2. Payments received for the care of foster children or foster adults;

3. Lump-sum additions to Family assets, such as inheritances, insurance proceeds, capital gains and settlement for personal or property losses. (Note that, except for Social Security and SSI, lump-sum payments for the delayed start of a periodic payment are included in **AI**);

4. Amounts received by the Family for, or in reimbursement of the cost of medical expenses for any Family member;

5. Income of a Live-in Aide, as defined;

6. Amounts of educational scholarships paid directly to the student or to the school, including Veteran's educational benefits, for any educational purpose, excluding subsistence;

7. The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;

8. The amounts received from the following programs:

    a. Amounts received under training programs funded by **HUD**;

    b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

    c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program;

9. Temporary, non-recurring or sporadic income (including gifts);

10. For all certifications after April 23, 1993, 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;

11. Amounts specifically excluded by any other federal statute from consideration as income for the purposes of determining eligibility or benefits under a category of assistance programs that includes assistance

under the U.S. Housing Act of 1937, and as periodically published in the Federal Register;

13. 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 Agency (**HA**) or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

14. Incremental earnings and benefits resulting to any family member from participation in qualifying Sate or local employment training programs (including training program 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 program with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

15. Earnings in excess of $480 for each full time student 18 years old or older (excluding the head of household and spouse);

16. Adoption assistance payments in excess of $480 per adopted child;

17. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

18. 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;

19. 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

20. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

    These exclusions include:

    a. The value of the allotment of food stamps;

    b. Payments to volunteers under the Domestic Volunteer Services Act of 1973;

    c. Payments received under the Alaska Native Claims Settlement Act;

    d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes;

e. Payments made under Low-Income Energy Assistance Program;

f. Payments received under the Job Training Partnership Act;

g. Income from the disposition of funds of the Grand River Band of Ottawa Indians;

h. The first $2000 per capita received from judgment funds awarded for certain Indian claims;

i. Amounts of scholarship awarded under Title IV including Work-Study;

j. Payments received under the Older Americans Act of 1965;

k. Payments from Agent Orange Settlement;

l. Payments received under the Maine Indian Claims Act;

m. The value of child care under the Child Care and Development Block Grant Act of 1990;

n. Earned income tax credit refund payments; and

o. Payments for living expenses under the Ameri-Corps Program.

Periodically, the Municipal Housing Department will carry out income verifications. One of those verifications will be done with income information provided by the Social Security Administration. If the participant understands that the information obtained from the Social Security Administration was wrongly reported to the Municipal Housing Department, he or she could request an investigation to the Social Security Administration. The final determination of such investigation must be presented no later than 30 days to the Municipal Housing Department Office. If the final determination is not presented during the 30 days period, the Municipality will use the original income information to compute the family adjusted income.

9. SUBSIDY STANDARDS

A. OCCUPANCY STANDARDS

To avoid overcrowding, vouchers are to be issued in accordance with the Occupancy Standards set forth below:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

5	5	10
6	6	12

B. OTHER FACTORS

The following guidelines shall also govern the issuance of and vouchers:

1. A bedroom may be expected to be shared by at least two children of the same gender.

2. Units will be viewed as not to require use of the living room for sleeping purposes.

3. As much as possible, to avoid future overcrowding, every attempt should be made to anticipate changes in the family size.

4. A separate bedroom will be provided for an elderly dependent residing with a younger family.

5. A separate bedroom will be provided for a Family member upon documentation of the need for same by a physician or other qualified professional.

6. Every family member, regardless of age, is to be counted as a person. Unborn children and children in pre-custody situations are to be included as family members.

C UNIT SIZE

The family unit size will be determined by the Housing Department of the Municipality of Arecibo (**HDMA**) in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be a larger or smaller unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

10. MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Department of the Municipality of Arecibo (**HDMA**) has terminated the Housing Assistant Payment (**HAP**) contract.

The **HDMA** will issue the family a new voucher if the family does not owe **HDMA** or any other Housing Agency (**HA**) money, has not violated a Family Obligation, has not moved or been issued a voucher with the last 12 month, and if **HDMA** has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement is waived.

11. ISSUANCE OF VOUCHERS

A. GENERAL STATEMENT

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the HDMA will issue the voucher. At this point the family begins their search for a unit.

B. ISSUANCE OF ASSISTANCE

If a family is determined by the Housing Department of the Municipality of Arecibo (**HDMA**) to be eligible and is selected for participation, it shall be issued a Voucher, signed by the Housing Director (HD).

The verified application, together with all the information related to eligibility, preference, etc., is to be maintained in an active file.

1. Vouchers will be issued to families on the basis of Unit Size on which the Fair Market Rent is based. They will be issued according to the selection criteria established in Chapter VII.

2. When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the US Department of Housing and Urban Development (**HUD**) required tenancy addendum and the request for approval of the tenancy form. The family will submit the proposed lease and the request form to the **HDMA**.

3. **HDMA** will schedule an appointment to inspect the selected unit within 15 days after the receipt of inspection request from the family. The 15 day period is suspended during any period the unit is unavailable for inspection.

4. Housing Assistance Payments (**HAP**) Contracts and Housing Voucher (**HV**) Contracts shall not be issued to the extent that authorization under the Annual Contribution Contract (ACC) is exceeded. Monitoring of available funding will be done on a regular basis to minimize over-issuing.

C. VOUCHER HOLDERS INFORMATION PACKET

At the time a voucher is issued to a family for the first time, the family will be given a packet of information, which shall include, but not be limited to, the following:

1. Term of Voucher;

2. Policy on Extensions of Vouchers;

3. Information regarding how the assistance payment is computed;

4. A copy of the Request for Lease Approval form;

5. List of owners with available units;

6. **HUD** brochure on how to select a unit - A Good Place to Live;

7. **HDMA** policy on providing family information to prospective owners;

8. **HUD** required Lease Addendum which states required and prohibited lease provisions;

9. Fair housing information and housing discrimination forms;

10. Information on lead-based paint poisoning hazards, symptoms and prevention, the availability of blood lead level screening (including its advisability for children under seven years of age) and **HUD**'s requirements for inspecting, testing and abating lead-based paint;

11. Information on the Authority's procedures for conducting informal hearings;

12. Information on the circumstances under which a family may request an exception to the **HDMA**'s subsidy standards.

D. BRIEFING OF FAMILIES.

When the **HDMA** issues a Voucher to a family for the first time, it must explain the program to the family and how the program works. This oral briefing must contain at least the following information:

1. Family and Owner responsibilities under the lease and contract;

2. An explanation of Housing Quality Standards (**HQS**);

3. An explanation of Fair Market Rents and Payment Standards;

4. An explanation of portability;

5. An explanation of the effect on the family's position on the waiting list if the family refuses to accept the type of assistance being offered;

6. The general locations and characteristics of the full range of neighborhoods within the **HDMA**'s jurisdiction and in which units of suitable price and quality may be found;

7. An explanation of the **HDMA**'s policy regarding the expiration of vouchers, and the procedure to use to request an extension.

E. EXPIRATION AND EXTENSION OF VOUCHERS

1. A voucher expires sixty (60) days following the original date of issuance. If the final day falls on a weekend or holiday, the expiration date shall be the next working day.

2. On or before the expiration date of the voucher, a family can walk-in or submit, in writing, a request for an extension. The request must state the reasons for needing an extension and the steps that have been taken thus far to locate suitable housing. The decision to approve an extension is to be based on the following:

   a. The effort made by the family to find housing, as verified by a list of properties seen;

   b. The current vacancy rate for rental housing;

   c. The willingness of the family to take additional steps to locate housing and to accept assistance, such as training videos, etc.

3. An extension, if approved, cannot exceed an additional sixty (60) days. Extensions for lesser periods may be granted, if it is felt a longer time is not warranted.

4. A family must submit a completed Request for Lease Approval form, signed by the Owner, prior to the expiration of the voucher. Once the Request for Lease Approval has been submitted, the time on the voucher stops, or is suspended. If the **HDMA** determines that the Lease cannot be approved for any reason, including the condition not meeting **HQS**, the family and Owner are to be notified in writing of the reasons, any remedies that are needed, and the deadline by which the remedies must be completed. The family will be given the remaining time on the voucher from when it was suspended.

F. INELIGIBLE / ELIGIBLE HOUSING

1. The following types of housing cannot be assisted under the Housing Choice Voucher Program (HCVP).

   a. A unit owned by the Public Housing Administration;

   b. A unit receiving project-base assistance under a Section 8 Program;

   c. Nursing homes, board and care home, or facilities providing continual psychiatric, medical or nursing services;

   d. College or other school dormitories;

e. Units on the grounds of penal, reformatory, medical, mental and similar public or private institutions.

f. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and

g. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

2. **HDMA** will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

a. Congregate housing;

b. Group homes;

c. Shared housing;

d. Single room occupancy.

3. **HDMA** will approve leases for the following housing types:

a. Single family dwellings;

b. Apartments;

c. Manufactured housing; and

d. Manufacture home space rentals

12. RENT AND HOUSING ASSISTANCE PAYMENT

A. RENT REASONABLENESS

1. The Housing Department of the Municipality of Arecibo (**HDMA**) will not approve an initial rent or a rent increase in the Housing Choice Voucher Program (**HCVP**) without determining that the rent amount is reasonable.

2. Reasonableness is determined prior to the initial lease and at the following times:

   a. Before any increase in rent to owner is approved;

   b. If 60 days before the contract anniversary date there is a 5% decrease in the published Fair Market Rent (**FMR**) as compared to the previous **FMR**; and

   c. If the **HDMA** or the US Department of Housing and Urban Development (**HUD**) directs that reasonableness be redetermined.

B. COMPARABILITY

1. In making a rent reasonableness determination, **HDMA** will compare the rent for the unit to the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The **HDMA** will consider the location, quality, size, number or bedrooms, age amenities, housing services, maintenance and utilities of the unit and the comparable units.

2. The **HDMA** will maintain current survey information on rental units in the jurisdiction. The **HDMA** will also obtain for landlord associations and management firms the value of the array of amenities.

3. The **HDMA** will establish minimum base rent amounts for each unit type and bedroom size. To the base the **HDMA** will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

4. Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the **HDMA** to establish a higher value.

5. The owner must certify the rents charged for other units. By accepting the housing assistance payment (**HAP**) each month the owner is certifying that the rent to owner is not more than the rent

charged by the owner for comparable unassisted units in the premises.

C. MAXIMUM SUBSIDY

1. The **FMR** published **HUD** or the exception payment standard (**PS**) rent (requested by the **HDMA** and approved by **HUD**) determines the maximum subsidy for a family.

2. The maximum **PS** will be 100% of the **FMR** or the standard set by the Housing Director (**HD**) once published by the proper administrative order, or the exception payment standard approved by **HUD**.

3. Setting the **PS**

   HUD requires that the payment standard be set by the **HDMA** at between 90 and 110% of the **FMR**. **HDMA** will review its determination of the **PS** annually after publication of the **FMR**s. **HDMA** will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income (**AI**) families are applying for rent under the **HCVP**. If it is determined that success rates will suffer or that families have to rent low quality units or pay over 40% of income for rent, the **PS** may be raised to the level judges necessary to alleviate these hardships.

   HDMA may establish a higher payment standard (although still within 110% of the published **FMR**) as a reasonable accommodation for a family that includes people with disabilities. **PS** will not be raised solely to allow the renting of luxury quality units.

   If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the **HDMA** will reduce the **PS**. **PS** for each bedroom size may increase or decrease while another remains unchanged. **HDMA** may consider adjusting **PS** at times other than the annual review when circumstances warrant.

   Before increasing any **PS**, the **HDMA** will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

4. Selecting the Correct Payment Standard for a Family

   a. For the **HCVP**, the **PS** for a family is the lower of

      i. The **PS** for the family unit size; or

      ii. The **PS** for the unit size rented by the family.

b. If the unit rented by a family is located in an exception rent area, the **HDMA** will use the appropriate **PS** for the exception rent area.

c. During the **HAP** contract term for a unit, the amount of the **PS** for a family is the higher of:

i. The initial **PS** (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current to owner; or

ii. The **PS** as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

d. At the next annual reexamination following a change in family size of composition during the **HAP** contract term and for any reexamination thereafter, paragraph C above does not apply.

e. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payments standard at the next annual reexamination.

f. Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the **HDMA** may request that **HUD** approve an exception **PS** rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The **HDMA** may request one such exception payment standard area or many. Exception payments standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payments standard rent has been approved and the **FMR** increases, the exception rent remains unchanged until such time as the **HDMA** requests and **HUD** approves a higher exception payments standard rent. If the **FMR** decrease, the exception **PS** rent authority automatically expires.

D. ASSISTANCE AND RENT FORMULAS

1. Total Tenant Payment – The total tenant payment is equal to the highest of:

a. 10% of monthly income;

b. 30% of adjusted monthly income;

c. Minimum rent; or

d. The welfare rent;

e. Plus any rent above the payment standard.

2. Minimum Rent

HDMA has set the minimum rent as $50. However, if the family requests a hardship exemption, the **HDMA** will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the **HDMA** can determine whether hardship exists and whether the hardship is of a temporary or long term nature. During suspension, the family will not be required to pay a minimum rent and the **HAP** will be increased accordingly.

A hardship exists when the family would be evicted as a result of the imposition of the minimum requirement.

a. No hardship. If the **HDMA** determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the **HDMA** for the time of suspension.

b. Temporary hardship. If the **HDMA** determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be impose for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The **HDMA** will offer a reasonable repayment agreement for any minimum rent back payment paid by the **HDMA** on the family's behalf during the period of suspension.

c. Long-term hardship. If the **HDMA** determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

d. Appeals. The family may use the informal hearing procedure to appeal the **HDMA**'s determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

3. **PS** criteria for the **HCVP**

a. The **PS** is set by the **HDMA** between 90% and 110% of the **FMR** or higher or lower with **HUD** approval.

b. The participant pays the greater of the Total Tenant Payment (**TTP**) or the minimum rent, plus the amount by which the gross rent exceeds the **PS**.

c. No participant when initially receiving tenant based assistance on a unit shall pay more than 30% of their monthly-adjusted income.

13. INSPECTION OF UNITS

A. GENERAL STATEMENT

The Housing Department of the Municipality of Arecibo (**HDMA**) will inspect all units to ensure that they meet Housing Quality Standards (**HQS**). No unit will be initially placed on the Housing Choice Voucher Program (**HCVP**) unless the **HQS** is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet **HQS**.

HDMA must be allowed to inspect the dwelling unit at reasonable times with reasonable notice (Reasonable notice will be considered as 3 days). The family and owner will be notified of the inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, if the family must call and reschedule the inspection or make arrangements to enable the **HDMA** to enter the unit and complete the inspection.

If the family misses the scheduled inspection, **HDMA** will only schedule one more inspection. If the family misses two inspections, **HDMA** will consider the family to have violated a Family Obligation and their assistance will be terminated.

B. TYPE OF INSPECTIONS

There are seven types of inspection **HDMA** will perform:

1. Initial Inspection – An inspection that must take place to insure that the unit passes **HQS** before assistance can begin.

2. Annual Inspection – An inspection to determine that the unit continues to meet **HQS**.

3. Complaint Inspection – An inspection caused by the **HDMA** receiving a complaint on the unit by anyone.

4. Special Inspection – An inspection cause by a third party, i.e. the US Department of Housing and Urban Development (**HUD**), needing to view the unit.

5. Emergency – An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

6. Move Out Inspection (if applicable) –These inspections document the condition of the unit at the time of the move-out.

7. Quality Control Inspection – Supervisory inspection on at least 5% of the total number of units that were under lease during the **HDMA**'s previous fiscal year.

C. PROCESS FOR INSPECTIONS

1. When a family finds a Unit it wants to rent, and the Owner has agreed to participate in the **HCVP**, the family shall submit to the **HDMA** a Request for Lease Approval, signed by the Owner and the Head of Household.

2. Before approving a Lease, the **HDMA** shall inspect the unit for compliance with the **HDMA**'s **HQS**. No inspection is to be done before the unit is vacant and ready to rent to the family.

3. Following the inspection, the Owner is to be notified in writing of all deficiencies needing correction, and that repair must be completed within no more than thirty (30) days. The family is to receive copies of all correspondence with the Owner.

4. When the repairs have been completed, a re-inspection will be done to verify that all the work has been done. No contract is to be executed until the unit passes **HQS** to the satisfaction of the **HDMA**.

5. If the owner fails to complete the repairs as requested, the unit shall not be considered for the program, and the family shall be notified to find a different unit.

6. Once the unit is on the program, at least annually the **HDMA** shall conduct an inspection to ensure the unit continues to meet all required HQS. The Owner is to be advised in writing of all deficiencies, and given a limited period of time to make corrections, and that a failure to complete all repairs could result in abatement of assistance payments and/or termination of the Housing Assistance Payment (**HAP**) contract.

7. A record of every inspection and re-inspection is to be prepared and maintained in the files of the **HDMA**. Each report shall specify:

   a. Any defects or deficiencies which must be corrected in order for the unit to meet minimum standards;

   b. Any other defects or deficiencies, to be referred to in the event of a subsequent claim by the Owner.

D. HOUSING QUALITY STANDARDS

Housing assisted under the **HCVP** shall meet the Performance Requirements and Acceptability Criteria, as follows:

1. Sanitary Facilities

   a. Performance Requirement: The dwelling unit must include its own sanitary facilities that are in proper operating condition,

can be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.

b. Acceptability Criteria: A flush toilet in a separate, private room, a fixed basin with hot and cold running water, and a shower or tub with hot and cold running water shall be present in the unit in proper operating condition. These facilities shall use an approved public or private disposal system.

2. Food Preparation and Refuse Disposal

a. Performance Requirement: The dwelling must contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

b. Acceptability Criteria: The unit must contain the following equipment in proper operating condition: cooking stove or range and a refrigerator of appropriate size for the unit, supplied by either the Owner or Family, and a kitchen sink with hot and cold running water. The sink must drain into an approved public or private system. Adequate space for the storage, preparation and serving of food must be provided.

3. Space and Security

a. Performance Requirement: The dwelling unit must provide the family adequate space and security.

b. Acceptability Criteria: The dwelling unit must contain a living room, kitchen area and a bathroom. The dwelling unit must contain at least one bedroom or living/sleeping room of appropriate size for each two persons. Persons of the opposite sex, other than Head of Household and Spouse or very young children, may not be required to occupy the same bedroom or living/sleeping room. Exterior doors and windows accessible from outside the unit must be lockable. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

4. Thermal Environment

a. Performance Requirement: The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

b. Acceptability Criteria: The dwelling unit must contain safe heating or cooling facilities that are in proper operating condition and can provide adequate heat or cooling, or both, to each room in the dwelling unit appropriate for the climate to ensure a healthy living environment. Unvented room heaters that burn gas, oil or kerosene are unacceptable. Electric heaters are acceptable.

5. Illumination and Electricity

a. Performance Requirement: Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of the occupants. The unit must contain sufficient electrical sources to permit use of essential electrical appliances while ensuring safety from fire.

b. Acceptability Criteria: Living and sleeping rooms must include at least one window. A ceiling or wall type light fixture must be present and working in the bathroom and kitchen areas. At least two electric outlets, one of which may be an overhead light, must be present and operable in the living area, kitchen area and each bedroom area.

6. Structure and Materials

a. Performance Requirement: The dwelling unit must be structurally sound so as not to pose any threat to the health and safety of the occupants and to protect the occupants from the environment.

b. Acceptability Criteria: Ceilings, walls and floors may not have any serious defects, such as severe bulging or leaning, large holes, loose surface materials, severe bulging or noticeable movement under walking stress, missing parts, or other serious damage. The roof structure must be firm and the room must be weather-tight. The exterior wall structure and exterior wall surface may not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, and walkways may not present a danger of tripping or falling. Elevators must be maintained in safe and operating condition.

7. Interior Air Quality

a. Performance Requirement: The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

b. Acceptability Criteria: The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful air pollutants. Air circulation must be adequate throughout the unit. Bathroom areas must have at least one window that can be opened or other adequate exhaust ventilation.

8. Water Supply

a. Performance Requirement: The water supply must be free from contamination.

b. Acceptability Criteria: The unit must be served by an approvable public or private sanitary water supply.

9. Lead Based Paint

a. Purpose and Applicability: To establish procedures to eliminate, as far as practicable, the hazards of lead-based paint poisoning with respect to housing assisted under this program.

b. Defective Paint: In the case of a unit, for a family which includes a child under the age of seven years, which was constructed prior to 1978, the initial and periodic inspections shall include an inspection for defective paint surfaces, as defined. If defective paint surfaces are found, corrective action shall be required to be taken within thirty (30) days of **HDMA** notification to the Owner. When weather conditions prevent the completion of repainting exterior surfaces within the 30-day period, repainting may be delayed, but covering or removal of the defective paint must be completed within the prescribed period.

c. Chewable Surfaces: In the case of a unit constructed prior to 1978, for a family which includes a child under the age of seven years with an identified EBL condition, the inspection shall include a test for lead-based paint on chewable surfaces, as defined. Testing and corrective action, if necessary, shall be done according to 24 CFR 882.109(I)(4) or 24 CFR 887.251(I)(4).

d. Abatement Without Testing: The **HDMA** may, at its discretion, forego testing and require the Owner to abate all interior and exterior chewable surfaces.

e. Records: The **HDMA** shall keep a copy of each inspection report for at least three years. If a unit requires testing or subsequent treatment of chewable surfaces, the **HDMA** shall keep the test results and any Owner certifications indefinitely.

10. Access

a. Performance Requirement: The dwelling unit must be able to be used and maintained without unauthorized use of other private properties, and the building must provide an alternate means of egress in case of fire (such as fire stairs or egress through windows).

b. Acceptability Criteria: Same as Performance Requirement.

11. Site and Neighborhood

a. Performance Requirement: The site and neighborhood must be reasonably free from disturbing noises and reverberations and other hazards to the health, safety and general welfare of the occupants.

b. Acceptability Criteria: The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks, steps, instability, flooding, poor drainage, septic tank back-ups, sewage hazards or mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

12. Smoke Detectors.

a. Performance Requirement: Each dwelling unit must include at least one battery-operated or hard-wired smoke detector in proper working condition, on each level of the unit. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system, designed for hearing-impaired persons, in each bedroom occupied by a hearing-impaired person.

b. Acceptability Criteria: The smoke detector must be located, to the extent practicable, in a hallway adjacent to a bedroom, unless the unit is occupied by a hearing impaired person, in which case each bedroom occupied by a hearing-impaired person must have an alarm system connected to the smoke detector installed in the hallway.

13. Sanitary Condition

a. Performance Requirement: The dwelling unit and its equipment must be in sanitary condition.

b. Acceptability Criteria: The dwelling unit and its equipment must be free of vermin and rodent infestation.

14. OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIAPNT'S ENSUING RESPONSIBILITIES

Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless the Housing Department of the Municipality of Arecibo (**HDMA**) has performed a move-out inspection. It is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims are limited to the payment up to one (1) month contract rent minus the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Housing Choice Voucher Program (**HCVP**).

15. THE LEASE AND CONTRACT

A. LEASE APPROVAL

If the Housing Department of the Municipality of Arecibo (**HDMA**) determines that a unit, which an eligible family wishes to lease, meets minimum housing quality standards (**HQS**) that the rent is approvable, that the family's share of rent does not exceed 30% of their monthly adjusted income, and that the proposed Lease complies with the requirements, the **HDMA** will approve the Lease and shall notify the Owner and the family of its determination.

B. DISAPPROVAL OF OWNERS

HDMA will not approve a unit if does not clear the Debarment Registry or it is notified by the US Department of Housing and Urban Development (**HUD**) that the owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24.

1. **HDMA** will not approve a unit when directed by **HUD** if:

    a. Federal action is pending on government-instituted administrative or judicial action against owner for a Fair Housing or other federal equal opportunity requirement violation, or

    b. A court or administrative agency has determined that the owner violated Fair Housing or other federal equal opportunity requirements.

2. **HDMA** may deny approval to lease a unit from an owner for any of the following reasons:

    a. Owner violated owner obligation of a Section 8 Housing Assistance Payment (**HAP**) contract;

    b. Owner has committed fraud, bribery or any other corrupt or criminal act involving any federal housing program;

    c. Owner has a history or practice of noncompliance with **HQS** for tenant-based programs, or housing standards for project-based programs under any federal housing program;

    d. The owner has not paid State real estate taxes, fines, or assessments;

    e. The owner refuse (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:

i. premises by tenants, HDMA employees or owner employees; or

ii. residences by neighbors;

f. Other conflicts of interest under Federal, State, or local law.

g. The owner has engaged in drug-related criminal activity or any other violent criminal activity.

h. If the owner is the parent, child, grandparent, grandchild, sister, brother or any member of the family unless **HDMA** determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

C. EXECUTION OF LEASE AND CONTRACT

Following approval of the Lease, the appropriate parties shall execute the **HAP** Contract and Lease Agreement. A copy of the approval notification shall be maintained in the **HDMA**'s files, together with the original Request for Lease Approval, the inspection report(s), the Rent Reasonableness certification (certificates only) the approved Lease, and the executed Contract.

D. DISAPPROVAL OF LEASE

1. If the **HDMA** determines that the Lease cannot be approved for any reason, including for **HQS** violations, the **HDMA** shall so notify the Owner and the family and of the conditions under which the Lease can be approved.

2. If the family has a voucher, and the reason for disapproving the Lease is related to the rent being requested, the **HDMA** will work with the family and the Owner in an attempt to negotiate a reasonable rent before a final decision is made to disapprove the Lease.

3. A copy of the notification of the disapproval of the Lease shall be maintained in the **HDMA**'s files, together with the original Request for Lease Approval and the inspection report(s).

E. PAYMENTS TO OWNERS

HAP payments are disbursed by the **HDMA** Finance Department. Payments are issued on or between the first (1st) and tenth (10th) of each month, depending upon receipt of funds from the US Department of Housing and Urban Development (**HUD**) Regional Office. The **HDMA** pays the owner the lesser of the **HAP** or the rent to owner.

F. SECURITY DEPOSITS

1. At the time of the initial execution of the Lease, the maximum Security Deposit shall not be in excess of the following:

   a. the contract rent, or

   b. amounts charged by owner to unassisted tenants.

2. Subject to State law and in accordance with the Lease, the Owner may use the Security Deposit as reimbursement for any unpaid rent payable by the family, damages, or for other amounts the family owes under the Lease. The Owner shall give the family a written list of all items charged against the Security Deposit, and shall promptly refund the balance to the family.

3. If the Security Deposit is not sufficient to cover amount the family owes under the lease, the owner may seek to collect the balance from the tenant.

G. TERM OF THE LEASE AND CONTRACT

1. The term of the Lease shall begin on a date stated in the Lease and continue indefinitely until one of the following occurs:

   a. the Owner terminates the Lease;

   b. the family terminates the Lease;

   c. both parties mutually agree to terminate the Lease; or

   d. the Contract is terminated by the HDMA.

   The contract terminates automatically 180 calendar days after the last **HAP** payment to the owner.

2. The term of the Lease shall begin at least one year prior to the end of the remaining term of the Annual Contribution Contract (**ACC**). The Lease and Contract shall end upon termination of the **ACC**.

3. The term of the Contract shall begin on the first day of the term of the Lease, and shall end on the last day of the term of the Lease.

H. ABSENCE FROM THE UNIT

Absence means that no member of the family is residing in the unit. The family may not be absent from the unit for more than thirty (30) consecutive days for any reason. Families will be required to report any expected absences due to hospitalizations, nursing home placements, or vacations. If the family is absent from the unit longer than the 30 (thirty) day maximum, housing assistance payments, housing contract and the lease terminate;

however the family has the right to an informal hearing before termination (Appendix F).

The **HDMA** will document verification of absence or occupancy by use of doctor's statements, home visits, mailings to the family at the unit, utility verifications, and/or questions to neighbors and landlord or other information deemed necessary for verification.

The family may request permission from **HDMA** for absences exceeding 30 days. The **HDMA** will respond in writing; however, an authorized absence may not exceed 180 days.

I. FAMILY BREAK-UPS

In the event of a family break-up due to separation, divorce or other incidents that may cause families to break-up, the assistance will remain with family members remaining in the original assisted unit. If a court determines disposition, the **HDMA** is bound by the court's decision of which family members continue to receive assistance in the program.

J. LEASE TERMINATION

1. The Owner shall not terminate the Lease except for:

   a. serious or repeated violation of the terms and conditions of the Lease; or

   b. violation of federal, state or local law which imposes obligations on the tenant in connection with the occupancy or use of the unit and surrounding premises;

   c. criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

   d. any drug-related criminal activity on or near the premises; or

   e. other good cause - however, during the first year of the term of the Lease, the Owner may not terminate for other good cause unless the termination is based on malfeasance or nonfeasance of the family.

      i. The owner may only evict the tenant by instituting court action.

      ii. The owner must give **HDMA** a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

f. The owner may terminate the contract at the end of the lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

2. The Owner may offer the family a new lease after approval by the **HDMA** for a term beginning any time after the first year of the term of the original Lease. The Owner shall give the family sixty (60) days notice before the proposed starting date of the new Lease. An Owner desiring continued participation with the family under the Program may make such an offer of a new Lease no more than once within any twelve-month period.

3. The Lease shall permit the family to terminate the Lease, without cause, at any time after the first year of the term of the Lease, with not more than sixty (60) days notice to the Owner, with a copy to the **HDMA**.

4. The **HDMA** will acknowledge and accept mutual rescission of the Lease when so agreed by the family and the Owner. Termination of tenancy by the family without agreement by the Owner, except as otherwise provided for in this Section or by State law, shall constitute a program and Lease violation.

5. "Other good cause" may include, but is not limited to, the following:

   a. Failure of the family to accept the offer of a new Lease;

   b. Inappropriate behavior by one or more members of the family resulting in disturbing neighbors or destroying property;

   c. Criminal activity by family members involving physical violence to persons or property;

   d. The Owner's desire to utilize the property for personal use; or

   e. A business or economic reason, such as the sale or renovation of the property, or the desire to rent the unit at a higher rent than the program will allow.

6. Proper notice of termination shall be in accordance with the following:

   a. The Owner must comply with all applicable state and local laws in serving notice of termination with cause.

   b. The Owner is not required to obtain **HDMA** approval to terminate tenancy. However, the Owner is required to

simultaneously provide a copy of any such notices to the **HDMA**.

7. Notice of mutual recision of the Lease, or termination of the Lease by the family, shall be in writing, signed by the appropriate parties and delivered to the **HDMA** thirty (30) days prior to the day on which the rent is to be paid.

8. If the unit is sold or interest in the property is otherwise transferred or assigned, the new Owner or Assignee assumes all provisions of the Lease and Contract. Termination of tenancy may not occur upon sale or transfer of the property, except as provided for in this Section.

K. CHANGE OF OWNERSHIP

HDMA requires a written request by the owner who executed the **HAP** contract in order to make changes regarding who is to receive the **HDMA**'s rent payment or the address as to where the rent payment should be sent.

In addition, **HDMA** requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

1. Deed of Trust showing the transfer of title; and

2. Tax Identification Number or Social Security Number.

The new owner will be required to execute IRS form W-9. HDMA may withhold the rent payment until the taxpayer identification number is received.

L. TERMINATION OF FAMILY ASSISTANCE

Due to a family's action or failure to act, **HDMA** may terminate assistance to participants by refusing to enter into a **HAP** contract, refusing to approve a lease, terminating the **HAP** contract, and refusing to process or provide assistance under portability procedures.

1. **HDMA** may terminate assistance to family for reasons including but not limited to the following:

   a. Family violates any family obligation;

   b. Any member of the family has ever been evicted from public or assisted housing;

   c. If the **HDMA** has ever terminated assistance under the Housing Choice Voucher Program (**HCVP**) for any member of the family;

d. If any family member commits drug-related criminal activity, or violent criminal activity;

e. If the **HDMA** determines that any family member is illegally using a controlled substance;

f. If the **HDMA** determines that any family member's abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

g. If any family member commits fraud, bribery, or another corrupt or criminal act regarding any federal housing program;

h. If the family currently owes rent or other amounts to **HDMA** or any other Housing Agency (**HA**) in connection with Section 8 or public housing programs;

i. If the family has not reimbursed any **HDMA** for amounts paid to an owner under a **HAP** contract for rent, damage to unit or other amounts owed by the family under the lease;

j. If the family has engaged in or threatened abusive or violent behavior toward **HDMA** personnel;

k. If any household member is subject to a lifetime registration requirement under a State sex offender registration program;

l. If a family member fails to sign and submit consent forms.

2. Right to Informal Hearing

HDMA will provide program participants with the opportunity for an informal hearing (See Appendix F) to consider whether certain **HDMA** decisions are in accordance with the law, **HUD** regulations and **HDMA** Policies.

3. If the assistance to the family has been terminated due to a family's action or failure to act, the family will not be able to receive assistance again.

16. THE CERTIFICATION PROCESS

A. INITIAL CERTIFICATION

Before families can be admitted to the program, an initial certification process must be completed, including the calculation of Annual Income (per Section II-C), **Adjusted Income**, (**AI**) and **Total Tenant Payment**, (**TTP**) as defined. HDMA has established that a minimum $50.00 **TTP** (rent before utility allowances) shall apply for the Housing Choice Voucher Program (**HCVP**).

B. UTILITY REIMBURSEMENT PAYMENTS

If the Utility Allowance (**UA**) is greater than 30% of the tenant's monthly income, the result will be a "negative rent", which represents a utility reimbursement payment. This payment is to be made to the family as long as this situation exists. Families receiving utility reimbursement payments may be required to submit income information on an interim basis until utility payments are no longer necessary. The families must have the utilities services that they carry by their own on behalf of the participant. As well as the initial certification, in the annual reexamination, the family must present a copy of the invoices of such utilities.

C. ANNUAL REEXAMINATION

To assure that Families participating in the Program are those Families meeting the eligibility requirements for continued participation set forth in Section II and that such Families are paying the appropriate Tenant Rent, (**TR**) the eligibility status and the **AI** are to be periodically reexamined and redetermined as follows:

1. The reexaminations for all Families are to be conducted at least annually and will normally be scheduled ninety (90) to one hundred twenty (120) days prior to the anniversary date of the Lease. When the reexamination is due and scheduled, the Family will be notified by letter of the date and time of the appointment.

   The Family will be requested to provide information necessary for recertification prior to the time of the appointment.

2. After the Family's eligibility and Income have been determined, the monthly payment or subsidy shall be adjusted according to procedures stated in this Section.

3. Determinations of eligibility and changes in the monthly payment or subsidy may be made between annual reviews, if warranted, pursuant to procedures stated in this Section.

4. If continued eligibility cannot be determined due to the failure of the Family to recertify their eligibility in a timely manner, the family will

be notified in writing of its ineligibility and of the date Housing Assistance Payments (**HAP**) will cease.

5. If a Family has either added a new member to the Family who is at least one (1) year of age, or if any member of the Family who is at least one (1) year of age obtains a previously undisclosed Social Security number, or is assigned a new number, verification of this information must be provided at the next interim or regularly scheduled reexamination. Family members having numbers but not providing documentation on or before the specified time have sixty (60) days (120 days for members aged 62 or over), to provide the documentation and, during that time, the Family will continue to receive assistance.

D. SPECIAL REEXAMINATION

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Housing Department of the Municipality of Arecibo (**HDMA**) may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

E. ESTABLISHING RENTS BETWEEN ANNUAL REEXAMINATIONS (Interims)

1. The **TTP**, **TR** and Housing Subsidy will remain in effect for the period between regularly scheduled reexaminations except when there are changes in Family composition or **AI**, as specified in this Section.

   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 **HDMA** will take timely action to process the interim reexamination and recalculate the family share.

2. The following changes must be reported within ten (10) days:

   a. A member has been added to the family through adoption or court awarded custody;

   b. A household member is leaving or has left the family unit; or

   c. A family break-up.

   These changes will trigger an interim reexamination.

3. Effective date of Rent Changes due to Interim or Special Reexaminations

a. Increases in **TR** between periodic reexaminations are to be made effective the first day of the second month following the month in which the change in circumstances occurred.

b. Decreases in **TR** between periodic reexaminations are effective the first day of the month following the month during which the change in circumstances occurred.

c. 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.

F. 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 **HDMA** taking action to terminate the family's assistance.

G. ADJUSTMENT OF UTILITY ALLOWANCE

1. At least annually, and at such other times as deemed appropriate, the **HDMA** shall determine whether there has been a substantial change in utility rates and whether an adjustment is required in the **UA**.

2 If the **HDMA** determines that an adjustment should be made, the **HDMA** shall establish a schedule of adjustments, taking into account the size and type of Dwelling Units and other pertinent factors.

3. The **HDMA** shall determine the adjustments to be made in the amounts of rent to be paid by affected families and the amounts of **HAP** payments to be paid to the Owners and shall notify the families and Owners accordingly.

4. The **UA** Schedule is shown in Appendix E.

H. REEXAMINATION PROCEDURES

1. The Head of Family is required to complete the reexamination process for Continued Occupancy and present whatever other documents as may be necessary, prior to the reexamination, and to supply such information as required to determine family composition and **AI**.

2. At least thirty (30) days prior to the Anniversary date of the Lease or the effective date of any changes in monthly payments, the Family is to be notified in writing concerning their eligibility status, and if

ineligible the date assistance payments will be terminated, any changes in monthly payments, any change in size of the Voucher, and/or any amounts owing as a result of malfeasance or nonfeasance on the part of the Family.

3. Upon determination by the **HDMA** that data supplied at any time by the Family was misrepresented, or if the family failed to report changes in income and/or family composition, the **HDMA** may terminate assistance, adjust the **TR** and/or collect from the family the difference between the assistance paid and the assistance that should have been paid.

4. Failure to Report Income Changes with Extenuating Circumstances

   The Housing Director (**HD**) may allow a Family who to report income changes to enter into a Repayment Agreement (**RA**) under the following circumstances:

   a. The failure to report income changes was not an intentional misrepresentation of income;

   b. The family does not have the funds available to repay the debt; and,

   c. The debt is greater than the Family's gross monthly income.

5. Repayment Agreement terms

   All repayment agreements shall be in writing according to the following terms:

   a. Minimum monthly payments shall be 1/24th of the amount owed, or $50.00, whichever is greater. However, the minimum monthly repayment amount shall be reduced when necessary in order that the monthly payment plus the Family's Total Tenant Payment shall not exceed fifty (50%) percent of the Family's' Gross Monthly Income.

   b. **RA** shall be due and payable per the same terms and conditions as apply to the payment of **TR**.

   c. Failure to make payments as agreed may result in termination of the family's assistance.

6. Damage Claim From a Prior Tenancy

   Families who owe the **HDMA** moneys resulting from a damage claim filed by a former owner will be given the opportunity to enter into a **RA** if there are no other outstanding debts with any other **HA**.

17. MOBILITY AND PORTABILITY

A GENERAL POLICY

1. It will be the general policy of the Housing Department of the Municipality of Arecibo (**HDMA**) to provide families with the broadest possible geographical choice of units, both within and outside the **HDMA**'s jurisdiction.

   In this regard, the **HDMA** will cooperate with other Housing Agencies (**HA**) in developing voluntary arrangements for families wishing to move between jurisdictions, such as the following:

   a. Developing administrative arrangements with other **HA** so as to not restrict the ability of Voucher holders to look for housing in a wide geographical area;

   b. When financially and administratively feasible, to cooperate with other **HA** by issuing a Voucher to a participant family moving from another jurisdiction.

2. If funding is available under the Annual Contribution Contract (**ACC**) for **HDMA**'s Voucher Program when the portable family is received, **HDMA** will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the **ACC** for **HDMA**'s housing choice voucher program (**HCVP**).

3. A family whose head or spouse has a domicile (legal residence) or works in Arecibo at the time the family first submits its application for participation in the program to **HDMA** may lease a unit anywhere in the jurisdiction of the **HDMA**. To request mobility outside of the **HDMA** jurisdiction the participant should wait as least 12 months to request a move out.

4. Families participating in the **HCVP** will not be allowed to move more than once in any 12-month period and under no circumstances would **HDMA** allow a participant to improperly break a lease.

   i. Under extraordinary circumstances **HDMA** may consider allowing more than one move in a 12-month period.

   ii. If a family has moved out of their assisted unit in violation of the lease, **HDMA** will not issue a voucher, and will terminate assistance in compliance with grounds of termination of the lease and contract.

5. Families may only move to a jurisdiction where a Section 8 Program is being administered.

   i. When a family utilizes portability to move to an area outside the initial housing agency´s (**IHA)** jurisdiction, another **HA**

must administer assistance for the family if that **HA** has a **HCVP** covering the area where the unit is located.

ii. A **HA** with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such **HA**, the initial **HA** may choose which **HA** shall become the receiving housing agency (**RHA**).

B INCOME ELIGIBILITY

1. Admission: A family must be income-eligible in the area where the family first leases a unit with assistance in the **HCVP**.

2. If a portable family is already a participant in the **IHA HCVP**, income eligibility is not redetermined.

C RESPONSIBILITIES OF THE INITIAL (ISSUING) HOUISNG AGENCY

1. To manage the programs in a manner which will ensure it has the financial ability to provide continued housing assistance for families moving between jurisdictions;

2. To notify the **RHA** of an impending move, and to verify to the **RHA** that the family met the eligibility requirements for admission to the program and was issued a Voucher, and the deadline for submission of a Request for Lease Approval;

3. To reimburse the **RHA** for the amount of the housing assistance payment (**HAP**) made on behalf of the family, unless the **RHA** elects to issue it's own Voucher;

4. To reimburse the **RHA** 80% of the Administrative fee while the family is under contract in the **RHA**'s jurisdiction;

5. To brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.

6. **HDMA** will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).

7. **HDMA** will advise the family how to contact and request assistance from the **RHA**.

8. **HDMA** will mail to the **RHA** the most recent **HUD** Form 50058 (Family Report) for the family and related verification information.

D RESPONSIBILITIES OF THE RECEIVING HOUSING AGENCY

1. To provide assistance for a family moving from another **HA** by either administering or absorbing.

a. If administering, the **RHA** must issue a portable Voucher with the original Voucher issue and expiration dates.

b. If absorbing, the **RHA** must issue its own voucher and return the **IHA** it's voucher.

2. To promptly inform the **IHA** if absorbing or billing.

3. To determine the family unit size based on the subsidy standards of the **RHA**.

4. To determine whether the **IHA** has verified citizenship/eligible immigrant status.

5. To immediately notify the **IHA** if the family fails to submit a Request for Lease Approval by the deadline specified by the **IHA**.

6. To promptly notify the **IHA** if the family has leased an eligible unit under the program.

7. To perform all of the functions normally associated with providing assistance such as Lease approval, annual recertification of income and unit inspections.

8. Unless assistance is provided through the **RHA**'s allocation, to bill the **IHA** for 80% of the Administrative fee.

9. To make **HAP** payments to the Owner on behalf of the family and, unless assistance is provided through the **RHA**'s allocation, to bill the **IHA** for those payments.

10. To immediately notify the **IHA** if the family terminates from the receiving Authority's program.

18. ALLOWANCES FOR UTILITIES AND OTHER SERVICES

A. OVERVIEW

In calculating the gross rent for units leased under as well as the HAP payment for which the family qualifies, the Department of Housing of the Municipality of Arecibo will consider not only the contract rent that is paid to the owner, but also the anticipated cost of any utilities that the tenant family is required to pay. The request for tenancy approval submitted by the owner and the prospective tenant tells the Municipal Department of Housing (MDH) the utilities the tenant will pay for directly, and the utilities that are included in the rent. These provisions are incorporated into the lease and the HAP contract. Any time a change is made in the responsibility for payment of utility expenses, the owner and the tenant must report the change to the MDH so that the contract rent and the utility allowance can be adjusted accordingly.

The Municipality is responsible for establishing and maintaining a utility allowance schedule that provides reasonable allowances for tenant-paid utilities. The utility allowance is intended to enable participating families to pay typical costs for utilities and services paid by energy-conserving households occupying units of similar size and type in the same locality. If the family is extravagant in its use of utilities, the additional costs incurred are not the responsibility of the MDH. A family complaining that its utility allowance is inadequate should be counseled about reasonable conservation measures. The Autoridad de Energía Eléctrica (AEE) and the Autoridad de Acueductos y Alcantarillados (AAA) also provide useful materials on energy and water conservation that can help participants to identify and prevent conditions or practices that result in high utility bills.

Payment of bills for tenant-paid utilities is the responsibility of the family, and any interruption or termination of utility services because of the family's failure to pay is considered a breach of the family's obligations under the housing choice voucher program.

B. REVIEWING AND REVISING UTILITY ALLOWANCES

The MDH maintains a utility allowance schedule for all tenant-paid utilities (except telephone, cable and any other allowances for personal expenses and nonessential utility costs), for cost of tenant-supplied refrigerators, ranges, and water heaters and for other tenant-paid housing services (e.g., cooking gas, electricity, water and sewer).

The utility allowance schedule is determined based on the average annual cost of the utilities and services paid by energy-conservative households that occupy housing of similar size[1] and type[2] in the Municipality of Arecibo. In developing the

[1] This mean, number of bedrooms in the dwelling unit.
[2] This mean, type of unit: single family for detach, attached or row house all with different access at ground floor; or multifamily for rental projects or condominiums privately rented, that have a common access to the rented unit.

schedule, MDH uses the average patterns of consumption[3] for the community as a whole and current utility rates charged by the AEE and the AAA.

The MDH reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate[4] since the last time the utility allowance schedule was revised. To conduct a utility allowance review, every January, the MDH will obtain the rate from the last 12 months from the AEE. These rates will be compared with the rates previously used to calculate the last revision to the utility allowance schedule to determine whether an adjustment is needed.

MDH uses the appropriate utility for the size of dwelling unit actually leased by the family, rather than the family unit size as determined under the subsidy standards.

At each reexamination, MDH applies the utility allowance from the most current utility allowance schedule.

The utility allowance will be subtracted from the family's share to determine the amount of the tenant rent. The tenant rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

C. PROGRAM REQUIREMENTS FOR THE REVISION OF THE UTILITY ALLOWANCE SCHEDULE

A MDH is required to maintain a utility allowance schedule for tenant-paid utilities, tenant supplied refrigerators and ranges, and other tenant-paid housing services. The utility allowance schedule includes the utilities and services necessary to provide housing that complies with HQS.

The MDH will classify utilities and other housing services according to the following general categories:

Cooking (Bottle Gas)
Water heating (Oil Electric)
Water
Sewer
Other electric (AEE)
(Tenant-provided) Refrigerator
(Tenant-provided) Electric Range
Other specified (Gas Range)

[3] This mean, the annual survey conducted by MDH with data collected by the AEE and AAA.
[4] This mean, the annual utility rate review conducted by the AEE. In case of the AAA, any change in their rate fare should be approved by the Commonwealth Legislature. Last change has been in effect since July 2006.

The cost of each utility and housing service category will be stated separately. For each category, the schedule will take into consideration the size of the unit, and the type of utility used.

Unit sizes – are classified by number of bedrooms. When calculating the utility allowance for a family, the MDH will use the allowance for the unit size actually leased by the family, rather than the family unit size determined under the MDH subsidy standards.

Type of Utility – The utility allowance schedule will include allowances for each type of utility.

The MDH utility allowance schedule will be entered on form HUD-52667. Allowances for other electric, water heating, and water/sewer costs will typically be the same across all unit types for each unit size, while the allowance for cooking may vary slightly based on the type of utility.

The MDH will maintain copies of all supporting documentation used in determining both the initial allowances and any revisions. Such documentation will include the consumption estimates that are the basis of the dollar allowances, letters or rate schedules from local utility companies, as well as worksheets used to develop the schedule.

A copy of the utility allowance schedule revisions will be sent to the HUD field office. If directed by HUD, the MDH will revise the utility allowance schedule to correct any errors to update the schedule to reflect changes in utility costs or as necessary.

D. ESTABLISHING A UTILITY ALLOWANCE SCHEDULE

When establishing a utility allowance schedule, The MDH will make every effort to base the allowances on actual rates and average consumption utility costs over a twelve month period. (the allowances are based on an full year of usage divided equally over 12 months). Information regarding typical utility usage and the cost of utilities and services is generally available through the following local sources:

AEE
AAA
Bottled fluid gas suppliers
Appliance sales and leasing firms
Neighboring PHAs for comparison effects

Allowances by Unit Size

Whenever possible, consumption data will be obtained for each unit size and type. If consumption data is not available for each unit size, the utility costs will be multiplied by the difference corresponding factor from the previous unit size category.

Ranges and Refrigerators

If rental units in the MDH jurisdiction are typically leased without owner-provided ranges and/or refrigerators, an allowance will be made for the cost to the family of providing its own. Allowances for tenant-provided ranges and refrigerators will be based on the lower of the cost of leasing the equipment or the cost of purchasing it on an installment plan.

A revision of the utility allowance schedule for the appliances will be executed if an increase of 10% or more has occurred in the energy service.

Other Utilities and Services

The utility allowance schedule will also provide allowances for all other utilities and services for which, in the MDH locality, the tenant is typically responsible, and which are required for compliance with HQS. An example would be the required annual flushing of a septic tank in an area without public sewers.

E. USING THE UTILITY ALLOWANCE SCHEDULE

The MDH will provide a utility allowance schedule to families receiving a housing choice voucher. The schedule will allow the family to calculate the estimated cost for tenant-paid utilities, and to compare gross rents for various units with local payment standards and personal affordability limits.

When a family has located a unit and submitted a request for tenancy approval (form HUD-52517) the MDH will calculate the actual utility allowance for the family.

Section 11 of the request for tenancy approval will indicate the utilities the tenant must pay and the utilities the owner will cover.

Using the information from the request for tenancy approval and the utility allowance schedule, the MDH will compute the utility allowance

Because the allowances for utilities and services are subject to change over time, the utility allowance will be recalculated every year at the family's annual reexamination. The MDH will ensure that the most recent update of the utility allowance schedule has been used to calculate the family's utility allowance, and that there has been no change in the utilities and allowances supplied by the tenant, if that is the case.

F. USING A HIGHER UTILITY ALLOWANCE AS A REASONABLE ACCOMMODATION

Housing choice voucher program regulations require the MDH to approve a utility allowance amount higher than the applicable amount on its utility allowance schedule if a higher allowance is needed as a reasonable accommodation to make the program accessible to and usable by a family member with a disability. The family must request the higher allowance, and should provide to the MDH with sufficient information to determine the amount of additional allowance required. For example, if it determined that a family member had a disability that required such

accommodation, the MDH will approve a family's request for an allowance for air conditioning in a locality where the majority of rental units do not have air conditioning.

19. QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, the Housing Department of the Municipality of Arecibo (**HDMA**) will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program (**SEMAP**) for the number of participants in record.

SEMAP review will be conducted 30 days after the fiscal year closing allowing up-link to the US Department of Housing and Urban Development (**HUD**) within the next 15 days of the month of September.

Among the areas that shall have, quality control reviews are the following:

A. The proper people were selected from the waiting list and their selection criteria were actually met by applicants.

B. The determination of rent reasonableness.

C. Participants are paying the appropriate rent and their income expenses were properly verified both upon admission and re-certification.

D. HQS inspections were properly made.

E. HQS deficiencies were properly followed up on and appropriate repairs were made in timely manner.

If significant errors are found during a quality control review, then appropriate training shall be immediately conducted for the persons who made the errors and that person shall correct all of his or hers errors.

20. EXPANDING HOUSING OPPORTUNITIES AND MOBILITY

A. OVERVIEW

The Housing Department of the Municipality of Arecibo (HDMA) has the responsibility to provide opportunities for very low-income families to obtain rental housing outside areas of poverty or minority concentration. This is an important goal of the Housing Choice Voucher Program (HCVP). The HDMA is responsible for informing families about the availability and benefits of mobility opportunities and for improving access to such housing opportunities. The HDMA can improve access through outreach to landlords with unit who manage outside areas of poverty or minority concentration, high-quality information about housing opportunities, encouragement and support for families in the housing search, effective implementation of portability or other cooperative mobility measures with neighboring PHA, and other more direct assistance to the families.

The objective to promote desegregation moving families with children from communities of high-poverty concentration to low-poverty communities tend to perform better in school (e.g., drop out rates are lower, grades are better, college attendance rates are higher). In addition, families report benefiting greatly from reduced crime and greater employment opportunities.

A HUD objective is to encourage the movement of these families into a broader range of neighborhoods through the provision of affordable housing. HDMA concurs with this objective as shown by our statistics that in FYE 2006, 51% of the current tenants were living in areas out of poverty.

This accomplishment was reached because, the HDMA:

- Learned about the location of affordable housing throughout the HDMA jurisdiction;
- Identified neighborhoods with high and low concentrations of poverty, as well as the trends in changes in marginal neighborhoods;
- Recruited owners outside areas of poverty or minority concentration;
- Informed and encouraged families living in high-poverty neighborhoods to consider moving to lower-poverty neighborhoods; and
- Plotted all this information in our desktop planning tool with data from the Center for Municipal Revenue Collection.

B. PROGRAM REQUIREMENTS

It is the policy of the HDMA to provide information and assistance to expand the choices available to families searching for housing, thus there is not limit to the family's freedom of choice in selecting housing.

To this effect, the HDMA briefs new program participants on where the family may lease a unit, including whether they have the choice of leasing a unit inside or outside the HDMA jurisdiction. For families eligible to lease outside the HDMA jurisdiction, the briefing include a description of how portability works and will not discourage a family from choosing to live anywhere in the HDMA's jurisdiction, or outside the HDMA jurisdiction under portability.

If the family is currently living in a high poverty census tract in the HDMA's jurisdiction, the briefing would explain the advantages of moving to an area that does not have a high poverty concentration.

Special considerations would be given to briefing a family that includes any persons with disabilities, ensuring effective communication with the family.

All this data is included in the information packet that the HDMA provide to new participants.

C. OUTREACH TO OWNERS

The HDMA should periodically solicit owners through publication in a local newspaper of general circulation and other suitable means to make rental units available for occupancy by eligible families. In so doing, the HDMA should encourage participation by owners of units in areas other than those with concentrations of low-income or minority families.

Solicitation to owners shall be made in accordance with the applicable HUD guidelines. The HDMA shall prepare and distribute *owner's fact sheets and owner's briefing packets*, which explain the basic program requirements and owner benefits to participate in the HCVP. The HCVP staff shall also address members of local organizations representing the rental market.

Maps showing areas, both within and neighboring its jurisdiction assist families in renting housing outside areas of poverty or minority concentration. The maps are used during briefing sessions, along with information about job opportunities, schools and services in these non-impacted areas to encourage the applicants to consider these areas when seeking a place to live. To further support this effort, to de-concentrate pockets of poverty, the HCVP staff shall include in the tenant's briefing packet a list of owners who are willing to lease, or properties available for lease under the voucher program, or a list of other organizations that will help families find units. The list shall include properties or organizations that operate outside areas of poverty or minority concentration.

D. CONTACTS WITH ORGANIZATIONS

The HDMA periodically:

a. Request from the Caribbean Public Housing HUB Office the list of HUD held properties available for rent in the Arecibo Metropolitan

Area,

b. Develop working relationships with owners and real estate broker associations,

c. Establish contact with civic, charitable or neighborhood organizations which have an interest in housing for low-income families, and public agencies concerned with obtaining housing for displacements, and

d. Explain the program, including equal opportunity requirements and Section 504 nondiscrimination requirements, to real estate agents, landlords, and other groups that have dealings with low-income families or are interested in housing such families.

E. BRIEFINGS FOR PROGRAM APPLICANTS

HDMA briefings for new applicants include discussions and materials which educate families about and encourage them to take advantage of expanded housing opportunities. These discussions include an explanation of where the family may lease a unit inside or outside the HDMA jurisdiction and explain portability to families eligible to use portability to initially lease outside the HDMA jurisdiction.

Advantages that may appeal to families willing to consider moving to a lower-poverty neighborhood include:

- Increased safety in lower-crime neighborhoods;
- Relocation from drug-trafficking areas;
- Improved schools for children;
- Proximity to jobs or job opportunities;
- Better-quality housing; and
- More responsive owners.

The briefing presentation provide information about the costs of moving (e.g., security deposits, actual moving costs) and of obtaining transportation, day care, and other services in new neighborhoods. This discussion should also cover any services or funding that the HDMA or another agency can provide to make the move successful.

F. INFORMATION PACKETS

HDMA is required to give all new housing choice voucher holders an information packet at the time of the briefing.

The packet requirements related to expanding opportunities in housing are the following:

- List of owners or other organizations willing to participate in the program.

- List of contacts at neighboring HDMAs.

- Information it has about the existence and availability of housing units for handicapped persons.

- Other items that the HDMA might choose to include are:

  - Neighborhood profiles and maps of low-poverty neighborhoods with affordable rental housing.

  - Maps showing the jurisdiction of the HDMA and neighboring public housing agencies and indicating where the family may lease a unit. There should also be maps identifying areas of poverty and minority concentration.

  - Information on owner practices that may exist in higher cost neighborhoods (e.g., more screening, higher security deposits).

  - Descriptions of other services that the HDMA or other agencies provide to assist in the search for and successful leasing of a unit.

  - Information on public transportation routes and costs and of any special programs available designed to assist very low-income families with their transportation challenges.

G. PORTABILITY AND AREA MOBILITY PLANS

HDMA is required to provide both oral and written information to applicants who are eligible for portability. These materials explain how portability works and also must not discourage eligible families from taking advantage of portability.

There are also a number of steps that the staff should take to make portability work more efficiently for the families. These include the following:

- Provide a list of contact persons for portability at all area PHAs. To avoid running out of housing search time, describe when such contacts must be made.

- Portability information will be presented in a timely manner.

- To assure timely notifications among PHAs of portability-related events including the initial request for portability, and notification when the portable family has contacted the receiving PHA. This also includes timely notification by a receiving PHA of whether it will absorb or administer on behalf of the initial PHA, timely transfer of leasing information needed to set up payments, timely payments, and timely transmission of reexamination, reinspection and termination data.

The HDMA should, at a minimum, consider swapping when they each are administering units on behalf of the other. The HDMA should consider absorbing families moving into its jurisdiction (if they able) to avoid portability processing. Absorbing families is particularly important if a PHA is not using all of its available housing choice vouchers. At the very least, two PHAs administering units on behalf of one another should mutually agree to absorb an equal number of families.

H. ADDITIONAL SERVICES FOR HOUSING CHOICE VOUCHER HOLDERS TO PROMOTE OPPORTUNITY MOVES

- Initial calls to owners (made by the HDMA);
- Going with the family to meet the owner and see the unit; and
- Willingness to conduct pre-inspections in low-poverty areas as an incentive for owners to increase their participation.

Services to help families compete for and retain housing outside areas of poverty and minority concentration include:

- Referrals for credit and leasing history counseling;
- Referrals to sources of financial assistance (grants or loans) for the move: security deposits, application fees, utility deposits, moving expenses;
- Referrals to other counseling needed by the family: employment, training and educational opportunities, drug abuse, domestic violence;
- Training programs for housing choice voucher families on tenant-owner relations, upkeep of the unit, and how to be a good tenant.
- Help in negotiating the rent and conducting a housing choice voucher holder-owner meeting to be sure that both parties have a common set of expectations about the relationship; and
- Quick follow-up if there are issues between the owner and tenant that cannot be easily resolved.

21. PUBLIC NOTICE TO LOWER-INCOME AND/OR VERY LOW-INCOME FAMILIES

A. NOTICE OF AVAILABILITY OF HOUSING ASSISTANCE

The Housing Department shall periodically make known to the public through publication of a general circulation daily newspaper, minority print media and other suitable means, the availability and nature of housing assistance for Low-Income families. The notice shall further inform such families where and how they may apply for Section 8 Voucher assistance. The notice shall also state that occupants of housing assisted under the 1937 Act, and applicants on waiting lists for any such housing, must apply if they wish to be considered for a Voucher. In addition, the notice shall state that applicants for a Section 8 Voucher will not lose their place on the waiting list for public housing at the Puerto Rico Public Housing Administration.

B. NOTICE IN ACCORDANCE WITH HUD GUIDELINES

Such notice shall be made in accordance with the Housing Department most recently policy adopted in this Administrative Plan. Upon request, the Housing Department shall send to the San Juan Public Housing Hub a copy of the Section 8 Administrative Plan.

C. OPENING AND CLOSING THE WAITING LIST

The Housing Department will give public notice when the waiting list is opened, including any limitations on who may apply. If the Housing Department determines that its waiting list contains an adequate pool for use of its available funding, the Housing Department may stop accepting applications.

D. POLICY GOVERNING CROSS-LISTING AND MERGING OF WAITING LISTS

There is no policy governing cross-listing and merging of waiting lists for the Housing Department.

The agency will maintain a single, automated waiting list for Section 8 applicants which respond to the public notice published by the Housing Department.

E. NOTICE OF NONDISCRIMINATION

All notices published in a general circulation newspaper regarding the availability of the program, and any notices to prospective applicants/participants or owners shall state the Housing Department promotes nondiscrimination in housing and will assist any family who

alleges discrimination by staff and/or owners. Such assistance may include any of the following:

(a) assisting the family in completing HUD Form 903;

(b) referring the family to the local legal aid society;

(c) referring the family to the Civil Rights Commission

(d) providing the family with the toll free number for HUD's Office of Fair Housing in Washington, DC.

F. STATEMENTS OF PROGRAM APPROACH AND PLANNED OUTREACH

The Housing Department will implement its Section 8 Tenant Based Rental Housing Choice Assistance Program in a manner consistent with HUD's mission of providing "*decent, safe, sanitary, and affordable*" housing. The Housing Department will promote outreach about its programs and services, regarding the availability and nature of the Section 8 housing choice voucher program.

Outreach methods and strategy will be redesigned if it is determined that a particular segment or segments of the community are not being reached.

Efforts to reach those persons where Spanish may not be their first language will include the use of:

a. HUD forms which are printed in different languages; and
b. Public notices in newspapers that serve various non-Spanish speaking populations.

Newspapers to be used to advertise the availability of the program and to recruit owners of rental housing outside areas of low income and high minority concentration may include, but will not necessarily be limited to:

a. El Nuevo Día
b. El Vocero de Puerto Rico
c. El San Juan Star
d. Primera Hora

Announcements as public services will be broadcast from any willing local TV or radio station.

During periods of time when the Housing Department is accepting applications, interested persons will be afforded the opportunity to make written pre-application for assistance, even if it appears through discussion with the applicant that they may not qualify for assistance. All determinations of eligibility for the waiting list will be made solely based upon the written or oral representations of the family on the pre-application housing application forms. If a family appears to be eligible they will be placed on the waiting list. A final determination of eligibility will not occur until the Housing Department actually has a form of assistance available to offer the family. At that time, the Section 8 program staff will conduct the family's final eligibility interview and undertake the required verification procedures.

To facilitate the Housing Department compliance with HUD's *income targeting requirements* an assertive effort to identify and assist *extremely low income families* will be accomplished through outreach activities with:

a. The Puerto Rico Department of Family Affairs (local TANF agency), and
b. The Puerto Rico Department of Employment Services
c. The local Work Investment Partnership (WIA) service center
d. The Municipal Citizen's Advocate Office.

The Housing Department will notify organizations representing persons with disabilities and ethnic minority populations of the period of time for which applications for Section 8 rental assistance will be provided. These same organizations will be recruited to assist the populations they serve by:

a. Providing transportation to the interview and to search for housing outside of areas of high poverty or minority concentration;

b. Assisting the applicant in organizing family data to be brought to the interview;

c. Negotiating rents and security deposits with prospective landlords;

d. Securing required security and/or utility deposits;

e. Acquiring furniture.

Such organizations may include, but are not necessarily limited to:

a. Churches serving lower income persons and families,

b. Non profit organizations

c. Community based organizations.

The application will ask how the applicant heard about the program as a means of feedback on the effectiveness of the agency's outreach program, and to modify its strategy to reach under-represented populations.

G. MAINTAINING THE WAITING LIST

The Municipality of Arecibo Housing Agency maintains a master waiting list for the Section 8 Housing Choice Voucher Program.

The waiting list will provide the following information on apparently eligible households who have an active form of application (pre-application or full application):

a. Date of entry;
b. Time the application was received;
c. Name of head of household;
d. Social security number;
e. Preference awarded, if any;
f. Street address;
g. Municipality;
h. Zip code;
i. Telephone number;
j. Special condition of the household:
k. Family size;
l. Number of bedrooms;
m. Annual Income (for income-targeting compliance);
n. Income level;
o. Race of head of household;
p. Ethnicity of head of household.

H. POLICY AND PROCEDURES GOVERNING INCOME TARGETING IN SECTION 8 WAITING LIST SELECTIONS

The Housing Department will implement *income targeting* consistent with the provisions of the Public Housing Reform Act of 1998. Family selections from the waiting list will be made in a manner that assures at least seventy five percent (75%) of all new admissions within the PHA's fiscal year have income at or below the *extremely low income* (ELI) limit for this area.

To ensure compliance with this requirement the Housing Department will code its waiting list applicants by *income range* as follows:

LI = low *income (*i.e., family income reported at 80% of the area median income for the Municipality of Arecibo);

VLI = very *low income* (i.e., family income reported at 50% of area median income for the Municipality of Arecibo); and

ELI = *extremely low income* (i.e., family income reported at 30% of area median income).

The Municipality of Arecibo Housing Agency may select an applicant from its waiting list based on income range, and without regard to any adopted preferences in tenant selection, if necessary to assure federal compliance with *annual income targeting requirements* for the Section 8 housing choice voucher program.

The Housing Department staff will undertake the following procedures to establish and maintain compliance with its *income targeting requirements*:

Step 1: 90 days prior to the start of the new fiscal year, collect the data required to estimate the annual gross incomes of waiting list applicants (see *income codes* on the waiting List);

Step 2: Estimate the number of families expected to be admitted over course of upcoming fiscal year based on historical data (use unit turnover data from current fiscal year);

Step 3: Estimate number of families to be selected from the waiting list to facilitate 100% lease-up in upcoming fiscal year (use *success rate data* on number vouchers issued vs. number of contracts executed in current fiscal year);

Step 4: Based on current distribution of ELI families on the waiting list determine if the MAHA can accomplish its requirement for 75% ELI admissions utilizing its "regular" tenant selection process, or if agency must intensively monitor waiting list selections to determine need to implement strategy (e.g., suspend regular *preferences* for ELI preference; open the waiting list for new ELI applicants; increase outreach to organizations representing the ELI populations).

I. UPDATING THE WAITING LIST

The Housing Department will initiate a periodic update of the applications received. The applicant will:

- Be mailed an update letter of interest regarding continued interest (sent by 1st class mail to the applicant's most recently reported address);
- Be required to complete the update form and return it within thirty

(30) calendar days of mailing date by the Housing Department in order to maintain their name on the waiting list.

If the family fails to respond within the specified time period they will be determined ineligible by cause of ***no response*** and sent a second notice with the determined reason. In the letter they will be indicate that they have a right to request an informal review. For each notice returned marked ***"Addressee Unknown"***, staff will close the application, attaching the returned notice and envelope, and file and maintain it for three (3) years.

For each application for which there has been no response and no returned notice, the Housing Department will send a second notice by certified mail providing a final deadline. When the final deadline passes with no response, the family's application will be closed indicating the cause of ***no response to the certified letter*** and maintained with the record the certified delivery receipt for a period of three years.

Any changes in the family's circumstances that affect their place on the waiting list, such as a change in local preferences, will be made as of the date of the Application Update with the Housing Agency.

The family will maintain their original date of application no matter how many times there are changes in their circumstances while they are on the waiting list.

J. CLOSING AND REOPENING THE WAITING LIST

The Housing Department reserves the right to:

1. Discontinue application taking for all or some targeted applicant families when it has been determined by the Housing Director or designee that there is insufficient funding;

2. Give public notice whenever the waiting list will reopen through the publication of a notice in a local newspaper of general circulation and selected minority print media;

3. State where and when interested persons may apply and any limitations on who may apply, as well as any reasonable accommodations for persons with disabilities who wish to apply.

K. SELECTIONS FROM THE SECTION 8 WAITING LIST

Families will be selected for program participation from the waiting list or special admission (non-waiting list admission).

Selection will be made according the ranking they obtained once the applications are rated as final eligible for program participation.

"Special admissions" are made without regard to the family's position on the waiting list or even if the family is not on the waiting list. These admissions occur only when HUD gives the Housing Department a special allocation of Section 8 funding for specific families living in certain targeted units. Special admissions are permitted when HUD provides special funding for general categories of targeted families such as the homeless or families displaced due to natural disaster, or due to the sale of a HUD foreclosure.

L. FURTHER NOTICES REGARDING ANY ASPECT OF THE WAITING LIST

The Housing Department reserves the right to publish any administrative circular that could clarify or further HUD interest to comply with program regulations as they are periodically revised.

22. PAYMENT STANDARD

A. OVERVIEW

At least annually, the Housing Agency shall evaluate whether an adjustment to the payment standard is necessary to assure continued *affordability* of housing by participating families. The evaluation shall take into account "local factors" as well as the financial impact on the program. In no event shall the payment standard be less than 90% of the most recently FMR, nor greater than 110% of the most recently published FMR without express written approval of HUD.

The following are examples of local factors to be considered in establishing the payment standard schedule:

- Participant rent burden
- Actual contract rents for specific bedroom sizes
- Actual rent increases for participating families
- Current fair market rent
- Success rate in securing eligible housing
- Rent reasonableness data
- Vacancy rate data
- Market rent data for comparable unassisted units
- Financial impact on the Housing Voucher Program
- Sufficient funding level provided by HUD to support continued assistance to families

The Municipality of Arecibo Housing Agency shall analyze whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the Public Housing Agency will consider whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

In the event that funding levels are insufficient to continue supporting assistance to families, the Arecibo Housing Agency will analyze costs to the program, burden to participating families, burden to participating landlords and the overall social economic impacts to its communities. In its analysis the Arecibo Housing Agency determines that funding levels are to low it will attempt to lower its payments standards to a tolerable 90% of FMR levels of funding. The Arecibo Housing Agency will make every available effort to continue assistance at an adequate level of assistance to include lowering its payment standards below 90% of FMR as an intent to avoid terminations of HAP contracts in accordance with HUD requirements as stated in 24 CFR 982.454.

B. CHANGES IN APPLICATION OF THE PAYMENT STANDARD

The family's payment standard may be changed at regular re-examination and at the time the family moves, consistent with the Municipality of Arecibo Housing Agency's most recently adopted payment standard schedule.

C. ADJUSTMENT TO INITIAL RENT TO OWNER

The rent to owner (contract rent) shall not be changed during the "initial term of lease". Owner may request an increase no sooner than 60 days before the anniversary date of the contract to ensure timely review and response from the MAHA and family. The owner may also request approval of an adjustment in the initial rent after the anniversary date upon 60 days written notice. However, any approved increase in rent will not be effective until the firs rent period following a 30 day notice of approval to the owner and family.

Owner must provide both the family and the Housing Agency with copy of the owner's proposed rent. The Housing Agency shall make a determination of the "reasonableness" of the owner's proposed rent adjustment using the criteria described in Section Q.2 of this plan. If the agency determines the owner's proposed rent adjustment to be "unreasonable" in light of its review of "like units" (i.e., *unit comparables*) the family will be so advised and given the opportunity to:

a. Move with continued voucher assistance;
b. Continue in occupancy with the owner under a non-assisted lease agreement (and absent voucher subsidy).

23. FAMILY SELF SUFFICIENCY PROGRAM [24 CFR 984.101(a)

Family Self-Sufficiency promotes the development of local strategies to enable families to achieve economic independence and self-sufficiency. The program is designed to provide supportive services for families who are residents within the **HDMA** jurisdiction. Supportive services include but are not limited to childcare, education, transportation, counseling, job preparation, vocational training and home ownerships workshops.

Upon becoming employed, FSS participants continue to pay rent in accordance with the Housing Authority's housing choice procedures. Whenever the participants rent increases, the Housing Authority establishes an interest bearing Escrow Account in their name. If the family successfully completes the contract obligations within five (5) years, the family can apply to graduate from the program and receive the accrued portion of their escrow account.

A. FSS APPLICATION PROCESS

The information to participate in the program is mailed to the applicant or participant and is due back within 10 calendar days from the date it was mailed. If the information is returned undeliverable, the **HDMA** will make one more attempt to contact the applicant/ participant by mail. If the second attempt is returned undeliverable, the file will be documented as such. Tenants will not be penalized for not participating in the FSS Program since it is a voluntary program for voucher holders.

Once the information is return to the FSS office, eligibility is determined. If accepted, a Contract of Participation (CoP) is developed and an Individual Training and Services Plan (ITSP) is created.

B. FSS Eligible Families [24 CFR 984.203]

FSS eligible families are housing choice voucher holders and/or residents of the Autonomous Municipality of Arecibo.

"FSS family" or "participating family" means a family that receives assistance under Public Housing or the Housing Choice Voucher program and elects to participate in the FSS Program and whose designated head of the FSS family has signed the Contract of Participation.

"Head of the FSS family" means the adult member of the FSS family who is the head of household for the purposes of determining income eligibility and rent.

Denial of Participation

If a family previously participated in the FSS Program but did not meet its obligations and was terminated, the family may be denied future participation.

Families may be denied participation in the program if they owe the Housing Authority or housing agency money in connection with the Housing Choice Voucher Program or Public Housing Assistance.

C. FSS CONTRACT OF PARTICIPATION (COP) [24 CFR 984.303]

Upon receipt of the information, the **HDMA** will prepare a Contract of Participation within five (5) to ten (10) calendar days. The contract will contain the effective date as well as the expiration date. It will execute the resources and supportive service and outline the starting base for determining the escrow account. In addition, the contract will outline the guidelines for administering and disbursing the escrow funds [24 CFR 984.303(b)(1)].

Each family participating in the FSS must execute a Contract of Participation with the **HDMA**. The effective date of the contract will be the first of the month after the contract is executed. The limited term is 5 years. The contract may be extended in writing and at the family request, for up to two (2) years for good cause [24 CFR 984.303(c)].

The **HDMA** will only grant an extension in rare circumstances that are beyond the control of the family, and which prevent completion of the training and services plan [24 CFR 984.304(d)].

Termination of employment for nonperformance by the FSS head is not justification for a contract extension.

The **HDMA** may extend the CoP to allow families to meet the interim goal of being welfare-free at least twelve (12) consecutive months prior to the expiration of the contract.

During an extension to the contract, the family continues to have FSS amounts credited to the escrow account.

The **HDMA** may set milestones for employment and other activities leading self-sufficiency early in the five (5) year contract term in accordance with the family's abilities.

The family's obligations may terminate before the end of the five (5) year contract term, and the family's participation in FSS and entitlement to the escrow may be less than five (5) years.

Three (3) items of information must be entered into the contract to be valid:

- Gross Annual Income
- The amount of earn income in the gross annual income
- Family Rent (TTP or 30 percent of Monthly Adjusted Income for vouchers)

The CoP establishes an agreement between the family and the Housing Authority as to responsibilities of each party. The contract is to be signed by the head of the FSS family, which is the head of household for purposes of determining eligibility. Copies of the documents will be furnished to the head of the household.

The Cop may be modified in the following areas, if the **HDMA** and the family mutually agree. [24 CFR 984.303(f)]:

- Individual Training and Service Plan
- The contract term (extension)
- Designation of the FSS head of the family in cases where the FSS head is deceased or becomes unassisted

A change in the designated FSS head must be included as an attachment to the contract. It must contain the following:

- Name of new designated FSS head
- The signatures of the new FSS head and the **HDMA** Representative
- The date signed

Compliance with the Lease [24 CFR 984.303(b)(3)]

The contract provides that the family must comply with the assisted lease. Therefore noncompliance with the lease with the owner in the Housing Choice Voucher program is grounds for termination of the FSS Contract of Participation.

In the Housing Choice Program, if the violation of the lease is "serious or repeated", the **HDMA** may also terminate program assistance.

D. INDIVIDUAL TRAINING AND SERVICE PLAN (ITSP) [24 CFR 984.303(b)(2)]

The Contract must contain an ITSP for the FSS head of household. Other adult family members who wish to receive services must also have an individual training and services plan to participate in the FSS program. The resources and services to be provided must be contained in the plan. It must contain the milestones, interim goals and final goal for suitable employment.

Needs Assessment

The **HDMA** will perform a needs assessment with the family using various needs assessment tools. Upon Completion of the assessment, FSS will be able to establish the milestones, and short-and long-term goals designated for the head of household on the ITSP and any other participating family members with an executed ITSP.

The Individual Training and Services Plan (ITSP) [24 CFR 984.303]

Each Individual FSS contract must contain an ITSP for the FSS head of household and any participating family member. The items included on the ITSP will include:

- The resources and services to be provided by the **HDMA** and contracted supportive services provider;
- The individual milestones, interim goals and final goal suitable employment;
- Completion dates for each individual interim goal will be included on or before the contract expiration date;

- A mandatory interim goal for families receiving welfare is that all family members must be free of welfare assistance for twelve (12) consecutive months prior to the expiration of the contract (including extensions) [24 CFR 982.306(b)(2);
- The requirement for the head of the FSS family to seek and maintain suitable employment throughout the term of the contract; and
- Each ITSP plan must be signed by the participant and a **HDMA** representative. (FSS Coordinator)

Any changes to the ITSP must be included as a revision to the original plan. The revision may be based on the following reasons: factors keeping the client from effectively becoming suitably employed lack of supportive services, and unforeseen circumstances/barriers. The revision must include:

- The item changed;
- Signature of the participant and a Housing Authority representative; and
- The date signed.

E. ESCROW ACCOUNTS [24 CFR 984.305]

The general concept of the escrow account is that FSS families continue to pay rent in accordance with their incomes (even as their incomes increase due to employment income). As a rule, the amount of the increase in earned income is escrowed. Because there are other factors that affect the family rent, it will not necessarily be dollar for dollar. The amount escrowed for the family will depend on whether the family's is considered a very low or low-income family.

□ **Disbursing the FSS Escrow Account**: The amount in a FSS account, in excess of any amount owed to the Housing Authority by the FSS family, is paid to the head or designated remaining family member of the FSS family [24 CFR 984.305(c)(1):

- When the contract of participation has been completed; and
- When, at contract completion, the head of the family certifies that family member receives Federal or State welfare assistance.

□ **Interim Disbursement**: The **HDMA** may, at its sole option, disburse a portion of the funds from the family's escrow account during the contract period for contract-related expenses if the family has fulfilled certain interim goals and needs a portion of the FSS account funds for purposes consistent with contract such as [24 CFR 984.305(c)(2):

- School Tuition;
- Business start-up expenses;
- Car when public transportation is unavailable or inaccessible to the family; or
- Job training expenses.

The family may use the final disbursement of escrow accounts funds without restriction.

The **HDMA** cannot restrict a family's use of FSS escrow account funds withdrawn by the family unless the funds are withdrawn to aid in the completion of an interim goal.

- If a family receives an advance payment from their escrow account prior to completing the Contract, the advance payment from their escrow account prior to completing the Contract, the advance payment does not have to be repaid to the **HDMA** if the family drops out of the FSS program, unless the payment was due to fraud or misinformation by the family.

If the family moves outside of the **HDMA's** jurisdiction under the Housing Choice Voucher Program portability procedures, the Housing Authority may transfer the balance of the family's FSS escrow account to another public housing agency [24 CFR 984.306(e)].

Forfeiting the FSS Escrow Account

Amounts in the FSS escrow account will be forfeited if:

- The Contract of Participation is terminated
- The Contract of Participation is completed but the family is receiving welfare assistance when the contract expires, including extensions; or
- The head of the family dies and the remaining members of the family choose not to continue participating in the program, and the contract obligations have not been met.

If families do not pay their rent to the owner, the funds may be forfeited because:

- Compliance with the applicable housing choice voucher lease is a family obligation under the contract, and
- Nonpayment of rent is grounds for terminating a family's FSS participation and forfeiture of the escrow.

In the housing choice voucher program, FSS account funds forfeited by the family will be treated as program receipts for payment of program expenses under the Housing Authority's Housing Choice Voucher Program budget.
Escrow funds may be used by the Housing Authority for HUD-approved expenses; such expenses may include rental assistance payments.

F. CHANGE IN FAMILY COMPOSITION

If the head of the FSS family no longer resides with other family members in the assisted unit, the remaining family members of the family will have the right to designate another family member to receive the funds. The Housing Authority must be consulted and must approve this change.

If a family with two (2) adults splits up, the Housing Authority will determine if the escrow should be paid. The family may be paid if the family member that retains the rental assistance through the Housing Choice Voucher program:

- Is already head of the family, or

- Was not designated as head of the FSS family but now designate himself or herself, to receive the escrow account.

FSS TERMINATION/CANCELLATION /PORTABILITY [24 CFR 984.303(h)]

The Housing Authority is responsible for determining whether the family has violated the FSS contract and whether the family's rental assistance should be terminated.

FSS Termination Due To Portability [24 CFR 984.306(f)]

Where the family is relocating and is not absorbed by the receiving housing authority under the portability regulations, and is participating in the receiving housing authority's FSS program, the Housing Authority must abide by the termination decision of the receiving housing authority.

If a relocating FSS family is unable to fulfill its obligation under the FSS contract, the Housing Authority or the receiving housing agency, whoever is party to the FSS Contract of Participation may:

- Terminate the family from the FSS Program and the family's FSS account will be forfeited, and
- Terminate the family's rental assistance since the family failed to meet its obligations under the FSS contract.

If the family FSS account is forfeited, the funds in the account will revert to the housing authority maintaining the FSS account for the family and will be treated as program receipts.

MUNICIPALITY OF ARECIBO
MUNICIPAL HOUSING DEPARTMENT

ADMINISTRATIVE PLAN FOR THE SELF SUFFICIENCY PROGRAM OF THE MUNICIPALITY OF ARECIBO

HON. LEMUEL SOTO SANTIAGO
MAYOR

ROSEMARY HERNANDEZ
HOUSING DIRECTOR

March 17, 2008

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I INTRODUCTION TO THE FAMILY SELF-SUFFICIENCY PROGRAM

A. OVERVIEW

The Municipality of Arecibo has 148 mandatory FSS voucher slots, 15 since Program Year 1992 and another 133 since Program Year 1998. On March 13, 2003 the Municipality has requested an extension for the preparation of its Family Self-sufficiency Action Plan, and on May 9, 2003 received a letter from the Caribbean HUB Office of Public Housing adjusting the number of Mandatory FSS Slots to 15 units. On May 20, 2004 the Municipal Housing Staff attended an invitation from HUD for updates on the FSS Program including the mandatory requested information on development, compliance and implementation.

In order to operate its FSS Program in compliance with all applicable regulations, and to achieve the purpose and objectives of the program, the Municipality of Arecibo is presenting for HUD approval this Action Plan.

B. PROGRAM PURPOSE, GOALS AND OBJECTIVES

The purpose of the FSS Program is to promote the development of local strategies to coordinate the use of public housing and rental assistance under the Section 8 Rental Housing Voucher program with public and private resources, to enable eligible families to achieve economic independence and self-sufficiency. Departmental FSS National Goals are:

- 5% increase on the number of households that have accumulated assets.*
- Increase on the average escrow account for FSS graduates.*
- 5% point increase on PHA scoring at least 8 points under FSS SEMAP indicator.*

To earn the maximum 10 points on the SEMAP indicator FSS Program enrollment and escrow accounts: 80% of its mandatory slots must be filled and 30% of the households must have escrow account balances.

C. BACKGROUND

Section 554 of the National Affordable Housing Act (Public Law 101-625, approved on November 28, 1990) amended Title I of the United States Housing Act of 1937 (42 USC. 1437 et. seq.), by adding a new section 23 that creates the FSS Program. The purpose of the program, as enunciated in Section 554, and mentioned in our previous section, is to "promote the development of local strategies to coordinate the use of public housing and assistance under the certificate and voucher programs

* Baselines to measure performance will be established using FFY 2002 data by 12/2002 from PIC, 50058 & SEMAP databases.

under Section 8 with public and private resources, to enable eligible families to achieve economic independence and self-sufficiency".

The FSS Program shall be operated in conformity with all applicable Public Housing and Section 8 Program regulations, and applicable Civil Rights Authorities, including Title IV of the Civil Rights Act of 1964, the Indian Civil Rights Act of 1968, the Fair Housing Act Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 11063, and Section 3 of the Housing and Urban Development Act of 1968.

D. GOALS AND OBJECTIVES

The Municipality of Arecibo will pursue the following goals:

To assist on a voluntary basis 118 or 80% of its mandatory FSS slots during the next Program Year following to the approval of this Action Plan. For FSS Program year number two, the program will create and start to deposit into the participant's escrow accounts correspondent amount to the income and rent increase, plus any other match incentive available from eligible resources, for example: Municipal own funds, the CDBG Program, or other sources of funds.

To attain these goals the Arecibo's FSS Program will search and carry out the following objectives and activities:

(1) To stimulate Section 8 participants to their maximum, in order to improve their actual economic and social conditions.

(2) To provide the families the opportunity to improve their self-esteem throughout the enhancement of their educational and/or employment capabilities.

(3) To reduce the dependency of subsidy programs and to stimulate the attainment of personal goals to benefit the family components.

(4) To encourage teamwork and participation by means of an inter-agency coordination, in order to help and improve the socio-economic conditions of the participants.

II DEMOGRAPHICS & SOCIO-ECONOMIC

A. POPULATION, HOUSEHOLDS, MEDIAN INCOME AND HOUSING NEED

The Municipality of Arecibo is the largest populated municipality of the North Region of Puerto Rico. According to 2000 U.S. Census, the population of the Municipality of Arecibo reached 100,131 persons. Arecibo's growth rate during the 1990 – 2000 decade (7.2) was similar to Puerto Rico's general growth rate (8.2); and although other municipalities within the region sustained higher growth rates, the Municipality of

Arecibo maintained its leadership position for his largest population in the region.

A little more than one third, or 34,245 households constitute Arecibo's population. This is a change of 17% since 1990, when 29,213 households were registered. These households are constituted by families (79.3%) and households not in families (20.7%) This proportions as well as the proportions of women head of households (20.6%) and elders' head of households 65 years or more (8.3%) and average of persons per households and in families are very similar to the overall figures for Puerto Rico.

2000 U.S. Census - Number of Households				
Household Type	**Arecibo**	**%**	**Puerto Rico**	**%**
All households	34,245	100.0	1,261,235	100.0
HHs in families	27,142	79.3	1,004,080	79.6
HHs not in families	7,103	20.7	257,245	20.4
65 years or + head of HH	2,830	8.3	92,673	7.3
Women head of HH	7,038	20.6	268,476	21.3
Number of persons per HH	2.87		2.98	
Number of persons per family	3.29		3.41	

During the 10-year period 1990 – 2000, Arecibo's family annual median income experienced a dramatic increase of 2085 rising from $6,004 to $12,496. However 200 U.S. Census data reveals 50,256 persons living under the poverty level within the Municipality. This figure represents 50.2% with respect to total population, and a reduction of 10.5% from the number of persons living under the poverty level in 1990 (60.7%).

According to CHAS 1990 Databook the Municipality of Arecibo has an estimated housing need of 2,660 rental-housing units. This estimate was obtained by calculating the number of renatal households in each house type and income categories of 0 to 50% of HAMFI with a housing cost burden of over 30% on income. The following Table provides this analysis.

2000 CHAS DATA BOOK

Type of Household	0 – 30% HAMFI	31 – 50% HAMFI	Total
Elderly 1& 2 members	293	83	376
Small related	1,334	261	1,595
Large related	378	74	452
All other renters	212	25	237
Total	2,217	443	2,660

B. EMPLOYMENT

According to the Information of the State Department of Work and Human Resources, between years 1990 and 2000 the number of unemployed persons reduced in 2,592 and the unemployment rate in 4.6 %. Between 1990 and 2000 Arecibo's workforce increased by 2,594 persons.

According to the same source of information the industrial sector which generated the highest number of new employments were: services and public administration (51.31%); manufacture (15.09%); retail commerce (13.73%); and other six industrial sectors provided 14.87% of new jobs.

Although 2000 unemployment rate in Arecibo was 12.15%, and during recent years the conditions of Puerto Rico's economy have not changed sufficiently to induce a dramatic change of employment growth, we should expect that Plan will promote discrete but well intended employment initiatives working together with program participants skills and knowledge development needs, and chid care provision among other public, private resources that will be put together to increase their economic independence and self-sufficiency.

III ORGANIZATION OF THE FSS PROGRAM MANAGEMENT

A. PROGRAM MANAGEMENT AND AGENCY- COORDINATION

The Municipal Administration of Arecibo has authorized the Housing Director of the Municipality of Arecibo to serve as the chief liaison officer that will coordinate the programs and activities between the local government as well the activities of the Program Coordinating Committee integrated by local professionals from public housing, education, job training, health and human services, criminal justice, church and community leaders and housing counsellors.

Ms. Maricelys López Boneta, the Housing Department Director, will have the main responsibility to establish and coordinate the strategies, to be followed, in order to assist the FSS Program participants by means of a well-coordinated effort.

The government agencies, both at the state and local level and the private institutions that are willing to work in coordination with the FSS Program through the Coordinating Committee are:

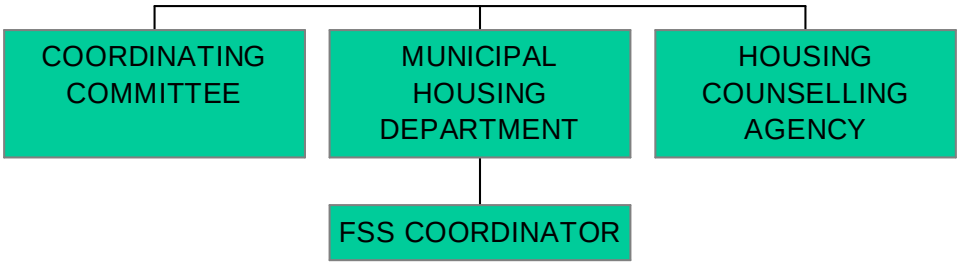
Mrs. Lisandra Cruz – Consorcio Norte Central
Mr. Ivan Fuentes – Department of Family Affairs
Mr. Rafael Méndez – Asociación de Comerciantes
Mrs. Aimeé Castillo – Citizen's Advocate Office
Mr. Francisco Nuñez – National College
Ms. Rosemarie Fernández – Social Worker

Representatives of these public and private institutions were organized in a coordinating committee on _____.

B. PROPOSED ORGANIZATION OF THE FAMILY SELF- SUFFICIENCY (FSS) PROGRAM

The chart in the next page illustrates the coordinating efforts and responsibilities to be carried out for the implementation of the FSS Program.

FSS ORGANIZATION CHART



The FSS Program Coordinator will be the officer responsible for the overall performance of the program.

IV DESCRIPTION OF ELIGIBLE PARTICIPATING FAMILIES

The Municipality of Arecibo Housing Department manage the Section 8 Housing Voucher Program in which it has 631 participants, all from Hispanic origins. The proposed Action Plan has been designed to attack their numerous problems of poverty and dependency, using strategies that will focus in the development of working skills, personal values, remedial education, money management, and household management, among others. Local private and public agencies, groups and institutions, have been contacted and encouraged to participate jointly.

V. NEEDS ASSESSMENT & SERVICES DELIVERY FOR PROGRAM IMPLEMENTATION

The following schedule provides the elements for Program implementation.

A. SELECTION OF FSS PARTICIPANTS

Families to be selected to participate in the FSS Program must be eligible for the Section 8 Housing Program as applicable, and must be selected from one the following categories:

(1) Current participants in' the Housing Voucher Program: The Section 8 participants will have the first choice for program participation. An initial interview will provide a thorough explanation of the requirements on the Self-Sufficiency Program; priorities for eligibility will be assigned by seniority. The voluntary nature of the program requires that the interview must be

conducted in an objective and systematic manner, encouraging the participant's self-motivation. Once the program is explained and offered to the participants there should acknowledge their interest signing a Contract of Participation for the FSS Program. Any family could withdraw or desire not to participate in the program, and shall not lose their housing assistance, because of this decision.

(2) Applicants on the Section 8 waiting list: The FSS Program will be offered to persons on the Section 8 waiting list. The Housing Director will offer the program to the families at the top of the Section 8 waiting list; in accordance with Section 8 selection references in the HUD approved Administrative Plan and Equal Opportunity Housing Plan. The families who decline to participate in the FSS Program shall not loose their place on the Section 8 waiting list.

(3) In case that no candidates could be obtained from the Section 8 waiting list, the Housing Director will serve notice to the public housing administrator requesting candidates from their waiting list interested to participate in the FSS Program, in accordance with the Public Housing Authority preferences in the HUD approved Administrative Plan and Equal Opportunity Housing Plan.

(4) Participants who are currently participating in a local FSS Program: The Housing Director will contact any local agency that is administering a self-sufficiency program to identify any candidates interested to participate in the FSS Program. The candidates who are currently participating in a local SS Program, that agree to sign an FSS Contract of Participation, may be selected to participate in the municipality's FSS Program.

B. PROGRAM PARTICIPATION

To stimulate to the maximum the participation of the applicants, the following procedures have been established:

(1) The Housing Director will open the FSS Program waiting list to the families interested in participating in the program. The families will be evaluated and qualified in compliance with the criteria and regulations of the Section 8 Rental Voucher and Rental Certificates Program, established in the Administrative Plan previously approved by HUD.

(2) An initial orientation and training session will be carried out to establish the social rules and values that will strengthen self-esteem. This session will focus also on the motivation of the participant to develop new skills and make effective use of community programs for personal growth and social development. The following information will be provided to prospective participants:

(a) Objectives of the FSS Program

(b) Eligibility Requirements

(c) Selection Process

(d) Number of Section 8 certificates and/or vouchers available for the FSS Program.

(e) Introduction to the program's contract (Translated into Spanish)

(3) The participants will be involved in social counselling whose activities are designed to help the individuals taking charge of their living environment and improve their learning habits. Counselling will be offered regarding drug abuse, health problems (including AIDS prevention), youth development, how to improve working habits, parent-child relationships, money management and household management.

(4) In order to make the participants aware of the importance to succeed personally in the labour market, an individual skill workshop will be provided to enhance their basic job skills. The training will focus on individual skills from remedial education, social development and job skills.

After completing the initial training, the participants will be interviewed by the FSS Program Coordinator as well as by the program committee members, followed by the development of a personal needs assessment. This assessment will identify any special needs or limitations that may inhibit the participant from achieving self-sufficiency.

A referral system will be developed with the FSS Program Coordinator the supportive service providers in the Coordinating Committee that will provide the services and activities necessary to achieve self-sufficiency following the recommendations in the participant's personal needs assessment.

(5) During the job training periods, the employment service agencies will be used to accommodate the participants with any employer that agrees to provide on-the-job-training placement. The participants will be engaged in a real working environment, sharing personal and work experiences with their co-workers. This process will eventually contribute to increase the job experience of the participant to look for permanent employment.

(6) The job placement and retention service is a step designed to increase the probability of the participants to find and retain a challenging job. With this initial support, continued encouragement, and progress monitoring, the participants will be able to develop and move outside the FSS Program.

(7) The following are some of the supportive services that will be offered but not limited to, are:

(a) Child Care

(b) Transportation Assistance

(c) Education

(d) Job Training

(e) Counselling

The FSS Program Coordinator will refer program participants to the respective supportive service providers.

C. CONTRACT OF PARTICIPATION

Each participating family will sign a contract of participation with the Housing Department of the Municipality of Arecibo. This agreement will set forth the provisions of the FSS program and will specify the resources and appropriate FSS supportive services to be made available to and the responsibilities and obligations of a participating family. The model contract will be prescribed by HUD, and will provide among other things as required by section 23 (c) (1) of the regulation, the authority of the Housing Director to:

(1) To terminate or withhold FSS supportive services for participating section 8 families; and

(2) To terminate or withhold the section 8 assistance if the participating family fails to comply with the requirements of the Contract of Participation.

The contract shall provide that each participating family will be required to fulfil those obligations to which the participating family has committed itself under the contract of participation no later than 5 years after entering into the contract.

The Housing Director shall, in writing, extend the term of the contract for no more than two years for any participating family that, in writing, requests an extension (including a description of the need for an extension), provided the Housing Director finds that good cause exists for granting the extension. As used in this paragraph, "good cause" means circumstances beyond the control of the participating family such as a serious illness or involuntary loss of employment.

Extension of the contract will entitle the participating family to continue to receive FSS escrow credits in accordance with Chapter V Section E, established in this Plan.

The person designated in the Contract of Participation as the head of the participating family will be required under the contract to seek and maintain suitable employment (as determined by the parties), based on the person's skill, education and the available job opportunities within the Municipality of Arecibo during the term of the contract and any extension thereof. The contract may specify the corrective action the Housing Director will take with respect to a head of a participating family who refuses to seek suitable employment.

The Housing Director may, during the term of the contract, including any extension of the term, provide counselling or cause counselling to be made available for participating families with respect to affordable rental and homeownership opportunities in the private housing market and about housing choice and opportunities for families to select housing from a full range of neighbourhoods, and money management counselling.

The Housing Director may continue to offer a former participating family that is employed and that has completed its contract, appropriate FSS supportive services that may assist the family in remaining self-sufficient.

The parties to the Contract of Participation may mutually agree to make changes to the contract, on terms acceptable to the parties, including changes related to the number and identity of participating family members and the supportive services to be provided to the participating family, provided the changes are consistent with the objectives of the FSS program.

The contract of participation may be terminated by any of the following circumstances:

(1) Mutual consent of the parties;

(2) The failure of a participating family or a member of the participating family to honor the terms of the contract;

(3) A participating family's achieving self-sufficiency;

(4) Expiration of the term of the contract and any extension thereof;

(5) A participating family's withdrawal from the FSS program;

(6) By such other act as is deemed inconsistent with the purpose of the FSS program: or

(7) By disposition of law.

D. GRIEVANCE PROCEDURE

The Housing Director, upon determining that a FSS participant fails to honor the terms of the contract or by such other act as is deemed inconsistent with the purpose of the FSS program is declared ineligible, will notify the participant in writing by certified mail the termination of the

contract. In this notice the Director will advise their right to request an informal hearing, within 30 days of the issuance of the notice. If the affected party requests the hearing within the established period, the Housing Director will request from the Municipality's Counsel Office the assistance of an attorney which is not directly involved in the day-to-day administration of the FSS Program, to conduct the hearing. The attorney will request the case dossier from the Housing Director and contact the participant by the most expeditious manner. By mutual concurrence they will schedule a hearing not later than ten working days. If the participant does not respond to the notice mailed by the Housing Director within the established period, a no contest note will be filed in the dossier.

The participant may retain counsel or other representative if desired at its own expense. The participant, its counsel or representative could present any testimony and evidence provided at the hearing and must state the legal and evidentiary grounds for the reversion of the Housing Director decision.

The attorney will prepare a full report on the findings made on the informal hearing to the Housing Director recommending the reversion or sustain of his decision.

E. FSS ESCROW ACCOUNT

The Housing Director will request from the Municipality's Finance Director the establishment of a FSS escrow account for each family participating in the FSS Program. According to HUD regulations during the term of the Contract of Participation, the Housing Department will credit to the FSS account the amount of the FSS credit determined in accordance with the following:

(1) For the section 8 Rental Voucher Program: 30 percent of the adjusted monthly income.

(2) For FSS participants who are very low income families, the FSS credit shall be the lesser of:

(a) Thirty percent of current monthly adjusted Income less the Family Contribution obtained by disregarding any increase in earned income since the execution of the Contract of Participation, or

(b) The current Family Contribution less the Family Contribution at the time of the execution of the Contract of Participation.

(c) For participants who are low-income families but not very low-income families, the FSS credit shall be one half of the amount determined pursuant to paragraph (8) (b) (1), mentioned above.

Under the statute, the amount of the FSS credit is based on the amount of "rent paid" by the participating family. This term refers to the family contribution to rent as defined in accordance with existing program procedures.

For a participating family whose income is below fifty percent (50%) of the area median (a very low income family), the statute provides that the rent paid may not be increased because of an increase in earned income during the term of the Contract Participation. Such a participating family's FSS account is credited a part of the increase in rent which would otherwise be paid by the participating family because of an increase in earned income during his (her) FSS participation. The escrow credit is calculated in accordance with a statutory formula: the difference between thirty percent (30%) of the family adjusted income and the amount of the "rent paid" by the participating family. In computing the participating family's rent paid for this purpose, the participating family's income does not include any increase in family earned income since commencement of the Contract of Participation. The participating family's net rent is effectively reduced by the amount of credits to the FSS account and the account balance is held by the Finance Director (the Housing Department fiscal agent) as a savings for the participant family.

For a participating family with an income between fifty and eighty percent (50%) and (80%) of area median (low income, but not very low income) the maximum potential FSS credit is subject to a similar formula. However, the law gives HUD administrative discretion to determine the amount of FSS credit within the statutory maximum. For such a participating family, the statute states that HUD shall provide for increased rents for such families, but does not specify the amount of such increase in rent paid (and corresponding reduction in amount of the escrow credit). HUD has chosen to allow such a low-income participating family half (1/2) of the escrow credit of a very low-income participating family.

If the income of a participating family rises to eighty percent (80%) or more of the area median, the FSS credits will no longer be made by the Housing Director on behalf of the participating family.

F. PROGRAM EVALUATION

The evaluation of the program's success will be measured in terms of the self-sufficiency goals achieved. All participants will be evaluated using the following criteria:

(1) Educational level attained;

(2) Employment status;

(3) Annual income;

(4) Job skills development; and

(5) Job placement.

G. REPORTS

The Housing Director shall submit by September 30 of each year, a report regarding its FSS Program that shall include:

(1) A description of the activities carried out under the program.

(2) A description of the effectiveness of the program in assisting families to achieve economic independence and self-sufficiency.

(3) A description of the effectiveness of the program according to the resources of the communities to assist the families achieve economic independence and self-sufficiency, and any recommendations of the Housing Director or the appropriate local program coordinating committee for legislative or administrative action that would improve the Self- Sufficiency Program and ensure the effectiveness of the same.

(4) A breakdown of the racial and ethnic data with respect to families who:

(a) Declined to participate in the FSS Program;

(b) Elected to participate in the FSS Program, but did not execute an FSS Contract of Participation;

(c) Executed and FSS Contract of Participation, signed a lease, and voluntarily left the FSS Program;

(d) Executed an FSS Contract of Participation, signed a lease and were asked to leave the FSS Program;

(e) Executed an FSS Contract of Participation, signed a lease, and completed in the FSS program.

(f) Executed an FSS Contract of Participation, signed a lease and remain in the FSS program.

Data should be broken down to show whether the families offered an opportunity to participate in the FSS Program were obtained from actual participants of the Section 8 rental certificate or voucher programs, public housing or Section 8 waiting list, or from another local FSS Program.

VI DESCRIPTION OF COMMUNITY AND SUPPORTIVE SERVICES

A description of the community and supportive services available in the community are represented in the Program Coordinating Committee.

A. COMMUNITY SERVICES

(1) Tutoring Programs
For persons who have not finished elementary or high school, and want to take the equivalency tests.

(a) Remedial courses;

(b) Workshops about high school requirements or College Board admission;

(c) Counselling - individual and group;

(d) Seminars on study habits; and

(e) Social and cultural activities.

(2) WIA Program

This program offers institutional and occupation training including premeditative education and on-the-job working experiences. Also provides job referral and placement for its participants.

(3) Religious Organizations

(a) Religious Counselling;

(b) Religious and Social Activities;

(c) Referral to other agencies and professionals; and

(d) Human Relations, leadership, and communication between parents.

(4) Department of Education

(a) Adult Basic Education (1st. to 8th. grade);

(b) Adult Secondary Education (9th to 12th grade); and

(c) Conversational English Courses.

(5) Housing Counselling Program

(a) Housing selection;

(b) Application procedures for mortgage and insurance assistance;

(c) Purchase and financing procedures;

(d) Real estate terms;

(e) Rights and responsibilities of homeowners;

(f) Household management;

(g) Money management; and

(h) Housing care and maintenance.

The FSS Program Coordinator and the Coordinating Committee will provide input to the program design and will coordinate the activities to be developed. This committee will be responsible for the following activities:

(1) Evaluation of program candidates;

(2) Making specific commitments of time, resources to the program; and staff, and

(3) Provide input into the program evaluation process.

B. SUPPORTIVE SERVICES AVAILABLE

By the coordinated efforts of public and private entities participating and providing support to the FSS Program, obstacles to family self-sufficiency can be minimized or eliminated. Supportive services to be provided are as follows:

(1) Child Care- is considered an essential element of a successful self-sufficiency program. This service will be provided by the local government through the Head. Start Program and the municipal childcare centres.

(2) Technical Assistance- Technical Staff of the Municipality's Section 8 Program will be available to provide technical assistance through its field representatives.

(3) Owners Participation- Owners of units eligible to participate in the program, will be contacted by mail provoking a personal contact indicating the housing types and size needed for eligible families.

(4) Transportation- Transportation assistance to local participants will be provided by the local government·

(5) Supplementary Education- Over seventy five percent (75%) of FSS participants will require some kind of supplementary adult education. The State Government will assume the cost of these services. Evening classes will be coordinated with local high schools for participants that have not completed high school.

(6) Job Development Training and Placement-Considering the distressed economic conditions of the area, these services are essential to the success of the FSS Program. The Department of

Labour and Human Resources as well as the local WIA program are available to provide assistance in these areas.

(7) Housing Counselling Program Through this program the participants will be counselled on how to acquire and maintain an affordable housing unit and the responsibilities of homeownership. This counselling is essential if the participants are to become fully independent of rental housing subsidies.

MUNICIPALITY OF ARECIBO
TIME SCHEDULE OF ACTIVITIES

	1ST MONTH	2-4 MONTHS	5-8 MONTHS	9-12 MONTHS
SELECTION OF PARTICIPANTS	X			
INITIAL ORIENTATION		X		
INITIAL COUNSELING	X	X		
CONTRACT OF PARTICIPATION			X	
INDIVIDUAL SKILLS TRAINING			X	
JOB TRAINING			X	
JOB PLACEMENT AND RETENTION				X
EVALUATION				X
REPORTS				X

CERTIFICATION

I, Frankie Hernández Colón, do hereby certify, that the development of services and activities under the Family Self-Sufficiency Program has been coordinated in compliance with the Job Opportunities and Basic Skills Training Program under Part F of Title IV of the Social Security Act, the WIA Act, and any other relevant employment, child care, transportation, training, education and housing counselling programs.

The implementation of this program will be thoroughly coordinated, in order to avoid duplication

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FRANKIE HERNÁNDEZ COLÓN **DATE**
MAYOR

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Departamento De Vivienda Municipal

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Public Hearing 2009

I certify that there were no comments in the public hearing that was held on March 20, 2009.

Rosemarie Hernández García
Department of Housing Director