

5.2	<p>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.</p> <p>Goal One: Create an Effective and Proactive Organization Objectives: Continue to develop staff capacity; Update the performance appraisal/compensation study; Improve business systems; Increase Section 3 participation by 20%; Continue to ensure transparency in agency operations.</p> <p>Goal Two: Maintain Comprehensive Services and Support Team Objectives: Improve program administration with measurable outcomes in all areas; Seek funding for supportive services programs from a variety of sources each fiscal year; Improve processes of community outreach for assisting residents in self-sufficiency opportunities; Continue to support and assist victims of domestic violence, dating violence, sexual assault and stalking as identified in the attached VAWA plan.</p> <p>Goal Three: Improve the Internal and External Image of the HHA Objectives: Continue customer assurance verification program; Maintain high-performer status under PHAS and SEMAP; Maintain Financial Assessment Score; Establish an internal auditing function.</p> <p>Goal Four: Continue to Improve and Implement Plans for Housing and Financial Diversity. Objectives: Pursue opportunities for acquiring and managing affordable rental properties to supplement existing inventory; Establish business opportunities, independent of HHA, to provide all levels of housing inspections for both Section 8 and public housing; Develop opportunities to general positive cash flows utilizing obsolete HHA non-dwelling properties; Pursue new financial opportunities by partnering with developers who will benefit from the HHA’s non-profit status when issuing development bonds; Improve diversity of housing stock.</p> <p>Goals and Objectives from the previous 5-Year Plan were met. Many of the previous goals and objectives are on-going activities and are included above for continuation for the next five years.</p>
6.0	<p>PHA Plan Update</p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: Revisions captured in Significant Amendments to 2009-2010 Annual Plan. Such changes included:</p> <ol style="list-style-type: none"> 1. Eligibility, Selection and Admissions Policies, including De-concentration and Wait List Procedures: The only change to the PHA Plan regarding the PHA Plan elements is the establishment of a Site-based waiting list for newly acquired properties and revitalized developments. The revised policy is attached to this Plan. Families may be on all waiting lists simultaneously. Interested persons may obtain more information about and sign up to be on the site-based waiting list at the HHA main administrative office during normal business hours. 2. Annual Statement and Five-Year Plan have been updated to include Capital Fund Recovery Stimulus formula grant activities. 3. HHA will submit an application for HOPE VI for the Brookside public housing community. 4. HHA will apply for demolition/disposition approval from the Special Application Center for the Brookside public housing community. <p>(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. Main administrative office of HHA; each Asset Management Project (AMP); HHA website at www.huntsvillehousing.org</p> <p>(c) VAWA: There is no update to the HHA policies and procedures pursuant to VAWA. Please see as an attachment to this plan the VAWA language requested.</p>

	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i></p> <p>(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.</p> <p>HHA may apply for HOPE VI or Mixed Finance Modernization or Development at (1) Sparkman Homes (AL47-03 with 170 units); (2) Butler Terrace (AL47-02 with 170 units); (3) Butler Terrace Addition (AL47-04 with 84 units); (4) Lincoln Park (AL 47-05B with 194 units); (5) Searcy Homes (AL47-10 with 78 units); and (6) Brookside (AL47-5A with 72 units). The timetable will be determined upon issuance of the NOFA.</p> <p>(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.</p> <p>HHA is in the process of submitting an application for disposition of the Central Maintenance Facility (a part of AL 47-11) at 2100 Langford Avenue and the Central Office Facility (also a part of AL 47-11) located at 200 Washington Street to the Central Office Cost Center. No dwelling units will be affected by the proposed reassignment. The application will be submitted prior to June 30, 2010. Upon HUD approval, HHA will transfer title and value of the assets immediately to the Central Office Cost Center. HHA is also in the process of requesting an amendment to the disposition approval for Council Courts and Council Courts Addition (AL47-01 and AL47-7B) to demolish the vacant structures for health and safety reasons. HHA may apply for demolition or disposition approval for the following sites: (1) Sparkman Homes (AL47-03 with 170 units); (2) Butler Terrace (AL47-02 with 170 units); (3) Butler Terrace Addition (AL47-04 with 84 units); (4) Searcy Homes (AL47-10 with 78 units); (5) Lincoln Park (AL 47-05B with 194 units); and (6) Brookside (AL47-5A with 72 units). These potential applications are dependent upon funding and HUD approval, therefore, an accurate timetable is not available at this time.</p> <p>(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.</p> <p>HHA may engage in the process of voluntarily converting Butler Terrace and/or Butler Terrace Addition to tenant-based assistance. However, as HHA is a high performing agency, it will follow the regulations governing voluntary conversion for high performing agencies.</p> <p>(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.</p> <p>HHA has received Neighborhood Stabilization Program funds from the Alabama Department of Economic and Community Affairs for the acquisition and rehabilitation of approximately 30 foreclosed single family homes.</p> <p>(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.</p> <p>HHA may wish to use the project-based voucher program for approximately 150 units. HHA is working to de-concentrate poverty in the city of Huntsville and there are a limited number of landlords willing to accept vouchers in many of the desirable communities. HHA intends to use the voucher program to guarantee affordability in Huntsville. Additionally, HHA would like to guarantee affordability of housing in neighborhoods throughout Huntsville so that residents may benefit from high-performing schools and other quality of life factors.</p> <p>(f) Other.</p> <p>HHA is in the process of acquiring multi-family units throughout the city of Huntsville. HHA may request that these units be ACC units or HCV units. These units may be purchased with NSP funds, Capital Funds and/or disposition proceeds where previously approved by HUD.</p>
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.
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 <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , 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.
8.3	Capital Fund Financing Program (CFFP). <input checked="" type="checkbox"/> 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.

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.

There are 456 families on the public housing waiting list and 2,237 families on the Section 8 waiting list. The Consolidated Plan from the City of Huntsville indicates the following needs for years 2005-2009:

Based on the Economic and Market Analysis Division – HUD Special Tabulation of 2000 Census Data, there were 38,751 rental households. Of those, 31,794 or 82% had an annual income below \$50,000. Of those, 5,088 householders were 62 or older with 3,609, or 71% with incomes below \$25,000. The HUD 2005 Fair Market Rent (FMR) for the city of Huntsville was \$443 for a one bedroom, \$523 for a two bedroom, \$716 for a three bedroom, and \$786 for a four-bedroom rental unit. An extremely low-income householder earning 30% of Huntsville MFI of \$61,250 for a family of four - \$18,400 can afford monthly rent of no more than \$459. (HUD publication 2-2005). A four-person household receiving the maximum Temporary Assistance for Needy Families (TANF) grant can afford monthly rent of no more than \$50. The affordability index is based on an expenditure of 30 percent of gross income for housing expense. The median monthly housing costs for (specified) mortgaged owners was \$933, (specified) non-mortgaged owners \$237, and (specified) renters \$502. Seventeen percent of owners with mortgages, 12 percent of owners without mortgages, and 47 percent of renters in Huntsville spent 30 percent or more of household income on housing (U.S. Census Bureau – American Community Survey 2003).

Extremely Low-Income: (0% to 30% of the median family income) According to the 2000 Census 9,035 (13%) of the households in Huntsville are occupied by extremely low income individuals of which, 1,074 (11%) are elderly owners, 1,147(12%) are elderly renters, 505 (5%) are small related owner households (2 to 4 family members), 2,474 (27%) are small related renters, 127 (1%) are large family owners, and 353 (3%) are large related renter households (5 or more family members).

Low Income Households: (31% 50% of the median family income): According to the 2000 Census, 7,486 (11%) of the households in Huntsville were occupied by low income households of which, 569 (7%) were elderly renters, 1,253 (16%) were elderly owners, 1,664 (22%) were small related renter households (2 to 4 family members), 262 (3%) are large related renter households (5 or more family members), 1,027 (13%) were small owner households, and 200 (2%) were large owner households.

Moderate Income (51% to 80% MFI) According to the 2000 Census, 10,760 or 16% of households in Huntsville were occupied by households with incomes between 51% to 80% of the median family income (MFI). Of these, 494 (4%) were elderly renters, 1,962 (18%) were elderly owners, 2,026 (18%) were small related renters, 316 (2%) were large related renters, 2,226 or 20% were small family owners, and 392 (3%) were large family house owners.

9.0

The 2000 Census data indicated that extremely low and low-income large family renters have the greatest number of housing problems of all household types. Accordingly, 87.4% of extremely low- and low income large family renters experience some type of housing problem, with 84.3% expending greater than 30% of their income for housing costs. Large family renters are more likely to live in overcrowded conditions, which can be contributed to an inadequate supply of three bedroom rental units that are affordable at less than 50% of the Median Family Income. Extremely low and low-income small family renters expended the greatest percentage of their income for housing, and represented the largest category of households. The 2000 Census reported that 49.4% of the 4,138 small family renters expended more than 50% of their income for housing costs, indicating a demand for more subsidized housing units. Small and large family owner households also experienced significant housing cost burdens. 63.7% expended greater than 50% of their income for housing costs because of the added cost burden of property taxes, insurance and home maintenance. An analysis of extremely low and low-income households indicates an overall need for additional Section 8 certificates and vouchers, and more rental housing units affordable at 30 percent of the Median Family Income (MFI), for both small and large family renters. Extremely low and low-income homeowners are in need of grants or below market interest rate renovation loans to attenuate excessive costs burdens associated with home maintenance. According to the 2000 Census, 41 percent of extremely low and low-income homeowners expended greater than 50 percent of their income for housing.

According to the 2000 Census, 23.2 percent of all moderate-income households experienced some type of housing problems. Of this group, large family renters had the greatest need, with forty-three percent experiencing some type of housing problem. Because only 19.7 percent of this group expended greater than 30 percent, and three percent expended greater than 50 percent of their income for housing costs, indications are that substandard housing and overcrowded conditions, as opposed to housing costs, constitute this group's housing needs. The greatest need of moderate-income households appears to be upgrading existing housing units through rehabilitation and modernization in order to maintain the existing affordable housing stock by eliminating substandard conditions.

Additional needs include new construction of assisted multi-family housing units provided either by direct rent subsidies or below market rental rates through favorable permanent financing terms for developers. It has become increasingly difficult for moderate-income residents to locate standard condition affordable housing. Within the next five years, the City of Huntsville does not anticipate a significant change in its projected needs for moderate-income families.

The City of Huntsville Consolidated Plan for years 2010-2014 has not been posted and demographic data based on the 2000 Census will not be changed prior to the 2010 Census. HHA has identified a tremendous need for housing for families at 80% and below the AMI and section 9.1 addresses the strategies HHA is using to meet the need.

As requested, please see the Housing Needs analysis in the 2008 template format. The income classifications are reported for those who provided this information. Not all applications included income information. Additionally, the racial breakdown includes members in the household rather than only households so the numbers in this demographic will exceed total number of families on the waiting list.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing (as of 4/21/10)			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	434		1 month
Extremely low income <=30% AMI	345	95	
Very low income (>30% but <=50% AMI)	20	5	
Low income (>50% but <80% AMI)			
Families with children	251	58	
Elderly families	14	3	
Families with Disabilities	103	24	
Race/ethnicity	Black – 452	78	
Race/ethnicity	White – 121	21	
Race/ethnicity	Other – 8	2	
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	119	27	24 Months
2 BR	158	36	1 Month
3 BR	91	21	1 Month
4 BR	19	4	1 Month
5 BR	1	.2	1 Month
5+ BR			
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Partially- One Bedroom)			
If yes:			
HOW LONG HAS IT BEEN CLOSED (# OF MONTHS): 24 MONTHS			
Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	2114		
Extremely low income <=30% AMI	1690	81	
Very low income (>30% but <=50% AMI)	333	16	
Low income (>50% but <80% AMI)	57	3	
Families with children	921	44	
Elderly families	53	3	
Families with Disabilities	24	1	
Race/ethnicity	Black – 3390	93	
Race/ethnicity	White – 226	6	
Race/ethnicity	Other – 23	1	
Race/ethnicity			
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
If yes:			
HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? 10 MONTHS			
Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
Project-based only			

<p>9.1</p>	<p>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.</p> <p>HHA continues to work to address the housing needs of the citizens within the HHA jurisdiction by offering additional affordable housing options, applying for funds to increase and/or improve the affordable housing stock in the jurisdiction, redeveloping outdated housing stock in our traditional public housing communities and engaging in outreach activities targeting special populations. Additionally, HHA is acquiring properties, single-family and multi-family, throughout the jurisdiction to address locational needs/preferences.</p>
<p>10.0</p>	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(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.</p> <p>HHA has made significant progress in meeting its mission and goals as identified in the previous five year plan. The new five year plan incorporates such activities as were determined to be “on-going” as is more completely addressed in section 5.2.</p> <p>(b) Significant Amendment and Substantial Deviation. Provide the PHA’s definition of “significant amendment” and “substantial deviation”</p> <p>It is the intent of the Huntsville Housing Authority to adhere to the mission, goals and objectives outlined in the five-year strategic plan. The plan, however, will be modified should a substantial deviation from program goals and objectives occur. The HHA defines substantial deviations as:</p> <ul style="list-style-type: none"> • Any change in the planned or actual use of federal funds for activities that would prohibit or redirect the HHA’s strategic goals of increasing the availability of decent, safe and affordable housing for the citizens of the jurisdiction served; • Any single or cumulative annual change in the planned or actual use of federal funds as identified in the five-year plan that exceeds 20% of the HHA annual program budgets for HCV or public housing activities; • A mandate from the Board of Commissioners of the HHA to modify, revise, or delete the long-range goals and objectives of a program; • A need to respond immediately to events beyond the control of the HHA, such as earthquakes, civil unrest, or other unforeseen significant event. <p>A substantial deviation does not include any changes in HUD rules and regulations which require or prohibit changes to activities listed herein. The 5-Year Plan will be modified and re-submitted to HUD via correspondence from the Executive Director/CEO, and upon approval of the Board of Commissioners of the HHA. A substantial deviation will not trigger the same submittal requirements as a Significant Amendment.</p> <p>A Significant Amendment to the PHA 5-Year or Annual Plan is defined as:</p> <ul style="list-style-type: none"> • Changes of a significant nature to the rent or admissions policies or the organization of the waiting lists not required by federal regulatory requirements, as to effect a change in the HCV Administrative Plan or the Public Housing Admissions and Continued Occupancy Policy (ACOP); • A change in the planned or use of funds under the Capital fund that exceeds 20% of the HHA’s total annual budget. <p>A Significant Amendment to the 5-Year or Annual Plan will meet the following requirements:</p> <ul style="list-style-type: none"> • The PHA will consult with the Resident Advisory Board (RAB) as defined in 24 CFR 903.13; • The PHA will ensure consistency with the Consolidated Plan of the jurisdiction as defined in 24 CFR 903.15; • The PHA will provide for a review of the amendments/modifications by the public during a 45-day public review period as defined in 24 CFR 903.17; • The PHA will not adopt the amendment until the PHA has duly called an open meeting of the Board of Commissioners where the amendment is adopted; • The PHA will not implement the amendment or modification until notification of the amendment or modification is provided to HUD and approved by HUD in accordance with HUD’s plan review procedures as in defined at 24 CFR 903.23.
<p>11.0</p>	<p>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.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(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.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>

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 office 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.

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Part I: Summary						
PHA Name/Number Huntsville Housing Authority AL09P047		Locality (City/County & State) Huntsville Madison Alabama			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY 2010	Work Statement for Year 2 FFY 2011	Work Statement for Year 3 FFY 2012	Work Statement for Year 4 FFY 2013	Work Statement for Year 5 FFY 2014
B.	Physical Improvements Subtotal	Annual Statement	\$727,335	\$660,000	\$1,579,500	\$1,599,550
C.	Management Improvements		\$609,155	\$609,155	\$609,155	\$609,155
D.	PHA-Wide Non-dwelling Structures and Equipment		\$0.0	\$0.0	\$0.0	\$0.0
E.	Administration		\$304,577	\$304,577	\$304,577	\$304,577
F.	Other (RHF)		\$104,000	\$104,000	\$104,000	\$104,000
G.	Operations		\$609,155	\$609,155	\$609,155	\$609,155
H.	Demolition		\$200,000	\$200,000	\$200,000	\$200,000
I.	Development		\$200,000	\$200,000	\$200,000	\$200,000
J.	Capital Fund Financing – Debt Service		\$816,308	\$811,496	\$0.0	\$0.0
K.	Total CFP Funds		\$3,570,530	\$3,498,383	\$3,606,387	\$3,626,437
L.	Total Non-CFP Funds		\$0.0	\$0.0	\$0.0	\$0.0
M.	Grand Total		\$3,570,530	\$3,498,383	\$3,606,387	\$3,626,437

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY 2010	Work Statement for Year: 4 FFY 2013			Work Statement for Year: 5 FFY 2014		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	AL47052 Lincoln Park Sewer Laterals		\$266,250	AL47002 Butler Terrace Water Lines		\$250,000
Annual	AL47006 Northwoods Sewer Laterals		\$366,250	AL47003 Sparkman Homes Cabinets/Counters Drainage/Erosion Ctl New A/C Units		\$125,000 \$50,000 \$120,000
Statement	AL47007 Northwoods Addition Porch Repair/Paint		\$50,000	AL052 Lincoln Park Bath Exhaust Fans		\$74,550
	AL47010 Searcy Homes Windows		\$327,000	AL47006 Northwoods Ceiling Repairs Security Lighting		\$225,000 \$20,000
	AL47011 Todd Towers Exterior Waterproofing		\$600,000	AL47008 Johnson Towers 504 Accessibility		\$170,000
				AL47010 Searcy Homes Bath Exhaust Fans		\$15,000
				AL47-011 Todd Towers Replace Windows Auto Door Openers		\$350,000 \$200,000

Capital Fund Program—Five-Year Action Plan

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011**

	Subtotal of Estimated Cost		\$1,579,500	Subtotal of Estimated Cost		\$1,599,550

Part I: Summary	
PHA Name: Huntsville Housing Authority	Grant Type and Number Capital Fund Program Grant No: AL09P04750109 Replacement Housing Factor Grant No: Date of CFFP:
FFY of Grant: 2009 FFY of Grant Approval: 2009	

Type of Grant
 Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:1)
 Performance and Evaluation Report for Period Ending: 9/30/09 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	\$609,155	\$609,155		
3	1408 Management Improvements	\$609,155	\$609,155		
4	1410 Administration (may not exceed 10% of line 21)	\$304,577	\$304,577		
5	1411 Audit	\$0.0	\$0.0		
6	1415 Liquidated Damages	\$0.0	\$0.0		
7	1430 Fees and Costs	\$366,699	\$366,699		
8	1440 Site Acquisition	\$0.0	\$0.0		
9	1450 Site Improvement	\$0.0	\$0.0		
10	1460 Dwelling Structures	\$340,000	\$121,000		
11	1465.1 Dwelling Equipment—Nonexpendable	\$0.0	\$0.0		
12	1470 Non-dwelling Structures	\$0.0	\$0.0		
13	1475 Non-dwelling Equipment	\$0.0	\$0.0		
14	1485 Demolition	\$0.0	\$0.0		
15	1492 Moving to Work Demonstration	\$0.0	\$0.0		
16	1495.1 Relocation Costs	\$0.0	\$0.0		
17	1499 Development Activities ⁴	\$0.0	\$219,000		

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part I: Summary					
PHA Name: Huntsville Housing Authority	Grant Type and Number Capital Fund Program Grant No: AL09P04750109 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant:2009 FFY of Grant Approval: 2009			
Type of Grant					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1)	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	\$0.0	\$0.0		
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$816,190	\$816,190		
19	1502 Contingency (may not exceed 8% of line 20)	\$0.0	\$0.0		
20	Amount of Annual Grant:: (sum of lines 2 - 19)	\$3,045,776	\$3,045,776		
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs	\$280,000	\$280,000		
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director		Date		Signature of Public Housing Director	
				Date	

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Huntsville Housing Authority			Grant Type and Number Capital Fund Program Grant No: AL09P04750109 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2009		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PHA Wide	Operations	1406		\$609,155	\$609,155			
PHA Wide	Training	1408		\$30,000	\$30,000			
PHA Wide	Security	1408		\$280,000	\$280,000			
PHA Wide	Adult Education	1408		\$26,755	\$26,755			
PHA Wide	Boys & Girls Club	1408		\$151,000	\$151,000			
PHA Wide	Girl Scouts	1408		\$15,000	\$15,000			
PHA Wide	Resident Services	1408		\$50,000	\$50,000			
PHA Wide	Public Relations	1408		\$30,000	\$30,000			
PHA Wide	Distance Learning Computer Classes	1408		\$26,400	\$26,400			
PHA Wide	Administration	1410		\$304,577	\$304,577			
PHA Wide	Fees & Costs	1430		\$366,699	\$366,699			
AL47002 Butler Terrace	Roofing	1460		\$265,000	\$121,000			
AL47004 Butler Terrace Addition	Roofing	1460		\$75,000	\$0.0			
PHA Wide	Development Activities	1499		\$0.0	\$219,000			
PHA Wide	Debt Service	9000		\$816,190	\$816,190			

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Huntsville Housing Authority				Federal FFY of Grant: 2009	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA Wide	6/30/11		6/30/13		
PHA Wide	6/30/11		6/30/13		
PHA Wide	6/30/11		6/30/13		
PHA Wide	6/30/11		6/30/13		
PHA Wide	6/30/11		6/30/13		
PHA Wide	6/30/11		6/30/13		
PHA Wide	6/30/11		6/30/13		
PHA Wide	6/30/11		6/30/13		
PHA Wide	6/30/11		6/30/13		
PHA Wide	6/30/11		6/30/13		
PHA Wide	6/30/11		6/30/13		
AL47002 Butler Terrace	6/30/11		6/30/13		
PHA Wide	6/30/11		6/30/13		
PHA Wide	6/30/11		6/30/13		

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

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I. Introduction

A. *Mission Statement*

Be It Resolved, that the mission of The Housing Authority of the City of Huntsville, Alabama is to: Eliminate the negative influence of poverty in public housing to ensure that residents develop self-esteem and lead fulfilling and productive lives. In order to achieve this mission, this Authority will provide:

- Decent, safe, and sanitary housing;
- Guidance that leads to self-empowerment;
- Assistance to residents in keeping their communities clean and free of drugs;
- Educational assistance toward GED certification and matriculation in institutions of higher learning in academic and trade schools;
- Pre-employment training for particular jobs;
- Opportunities for entry level employment in industries and disciplines which will provide economic stability and rewards to ensure self-sufficiency; and
- Affordable housing opportunities and promote homeownership.

B. *Purpose of Policy*

The purpose of this (Admissions and Continued Occupancy Policy) ACOP is to establish guidelines for the Huntsville Housing Authority (HHA) staff to follow in determining eligibility for admission to and continued occupancy of Public Housing. The basic guidelines for this policy are governed by requirements of The Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The policies and procedures governing Admissions and Continued Occupancy are outlined in this policy and these requirements are binding upon applicants, residents and this HHA alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

Federal Regulations shall mean those found in 24 Code of Federal Regulations (CFR)

C. *Primary Responsibilities of the HHA*

1. Informing eligible families of the availability of public housing assistance;
2. Determining and posting annually the utility allowances;
3. Receiving applications from families and determining their eligibility for assistance;
4. Inspecting public housing units to determine that they meet or exceed Uniform Physical Condition Standards (UPCS).
5. Executing leases;
6. Collecting rent on a monthly basis from residents;
7. Annual/interim re-examinations of income, family composition and re-determination of rent;
8. Authorizing and processing evictions; and,
9. Ongoing maintenance and modernization of the public housing inventory.

Annual updates of:

- Flat rents/Ceiling rents
Utility allowance schedules
- Annual and five year plans
- Grievance panel
- Local childcare rate comparability
- Maintenance charges
- Income limits

D. Objectives

1. Promote the overall goal of drug free, decent, safe and sanitary housing by:
 - (a) Insuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility.
 - (b) Insuring the fiscal stability of the HHA.
 - (c) Lawfully denying admission or continued occupancy to applicants or residents whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to HHA employees.
 - (d) Insuring that elderly families can live in public housing as long as they are able to live independently and/or have someone to help them live independently as in the case of a live-in aide.
2. Facilitate the efficient management of the HHA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the HHA inventory and staff.
3. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that admission to and continued occupancy in public housing are conducted without regard to race, color, religion, creed, sex, national origin, handicap, or familial status.

II. Nondiscrimination

A. Complying with Civil Rights Laws

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the HHA in the way it carries out its programs. It is the policy of the HHA to comply with all civil rights laws, including but not limited to:
Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;

NOTE: The HHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing

program.

Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination;

Executive Order 11063;

Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;

The Age Discrimination Act of 1975, which establishes certain rights of the elderly;

Title II of the Americans with Disabilities Act of 1990 (ADA) requires that the HHA provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces. However, Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to the HHA's housing units;

Any applicable state laws or local ordinances, and;

Any legislation protecting the individual rights of residents, applicants, or staff that may subsequently be enacted.

2. The HHA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under the HHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD.
3. The HHA shall not, on account of race, color, national origin, sex, religion, familial status, or disability:
 - Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to their needs;
 - Provide anyone housing that is different (of lower quality) from that provided others;
 - Subject anyone to segregation or disparate treatment;
 - Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
 - Treat anyone differently in determining eligibility or other requirements for admission;
 - Deny anyone access to the same level of services; or
 - Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
4. The HHA shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.

5. The HHA will correct situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the HHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, there are requirements, optional actions and prohibitions:
 - (a) The HHA must, upon request by an applicant or resident with a disability:
 - Make structural modifications to its housing and non-housing facilities and;
 - Make reasonable accommodations in its procedures or practices unless such structural modifications or reasonable accommodations would result in an undue financial and administrative burden on the Authority, or would result in a fundamental alteration in the nature of the program.
 - (b) In making structural modifications to "existing housing programs" or in carrying out "other alterations" for otherwise qualified persons with disabilities, the HHA may, but is not required to:
 - Make each of its existing facilities accessible;
 - Make structural alterations when other methods can be demonstrated to achieve the same effect;
 - Make structural alterations that require the removal or altering of a load-bearing structural member; or
 - Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level.
 - (c) When the HHA is making "substantial alterations" to an existing housing facility the HHA may, but is not required to:
 - Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level;
 - Make structural alterations that require the removal or altering of a load-bearing structural member; or
 - Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable also.

NOTE: The undue burdens test is not applicable to housing undergoing "substantial alteration."

6. The HHA will not permit these policies to be subverted to do personal or political favors. The HHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

B. Making Programs and Facilities Accessible to People with Disabilities.

1. Facilities and programs used by residents will be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the HHA has such facilities) will be usable by residents with a full range of disabilities. To the extent that the HHA offers such facilities, if none is already accessible, some will be made so, subject to the undue financial and

administrative burden test.

2. Documents used by applicants and residents will be accessible for those with vision or hearing impairments. All documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English.

NOTE: In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

3. The HHA will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and residents, the HHA staff will be prepared to explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read or understand.
4. When the HHA has initial contact with the applicant, the HHA staff will ask whether the applicant requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to:
 - A qualified sign language interpreter provided for and paid for by the HHA;
 - Having written materials explained orally by staff either in person or by telephone;
 - Provision of written materials in large/bold font; information on audiocassette;
 - Permitting applicants to file applications by mail; or
 - Permitting alternative sites for the receipt of applications. In addition, the HHA's obligation to provide alternative forms of communication to persons with disabilities does not preclude an individual's right to have a friend, relative or advocate accompany him/her for purposes of conducting business with the HHA.
5. Some applicants will not be able to read (or to read English) so the intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain the process. The HHA is not required to pay the costs associated with having a foreign language interpreter (as they are for sign language interpreters for the hearing impaired because the Fair Housing law makes no such requirement).
6. At a minimum, the HHA will prepare information to be used by applicants and residents in plain-language accessible formats.

III. Family Information, Verification & Privacy Rights

- The family must supply any information that the HHA or HUD determines is necessary in the administration of the public housing program. "Information" includes any requested certification, release or other documentation.
- The family must supply any information requested by the HHA or HUD for use in

a regularly scheduled reexamination or an interim reexamination of family income, community service requirements and family composition in accordance with HUD requirements.

- **The Tenant must supply information to the Housing Authority regarding any guardianship information, or the need to contact a third party on behalf of the Tenant.**
- Any information supplied by the family must be true and complete.
- The use or disclosure of information obtained from a family or from another source pursuant to this release and consent shall be limited to purposes directly connected with the administration of the program.
- Applicants will be required to sign the Federal Privacy Act Statement, which states under what conditions HUD will release resident information.
- Requests for information by other parties must be accompanied by a signed release request in order for the HHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations.

IV. Missed Appointments

A. *Types of Appointments*

An applicant or resident who fails to keep an appointment without notifying the HHA and without rescheduling the appointment shall be sent a notice of termination of the process for failure to supply such certification, release of information or documentation as the HHA or HUD determines to be necessary in the following situations:

- Complete Application
- Bringing in Verification Information
- Briefing prior to Occupancy
- Leasing Signature
- Inspections (or failure to allow the HHA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable)
- Recertification
- Interim Adjustment
- Other Appointments or Requirements to Bring in Documentation as Listed in this Plan
- Scheduled Counseling Sessions
- Move-In appointments

B. *Process when Appointment(s) Is Missed*

1. Applicants

If the family does not appear or call to reschedule an appointment as required, the HHA will send a notice of removal of the application from the waiting list.

2. Residents

For most of the functions above, the family will be given the opportunity for two appointments. If the family does not appear or call to reschedule the original appointment as required, the HHA will send a second appointment letter along with a "Termination and Demand for Possession" notice. If the second appointment is attended, the termination will be canceled.

NOTE: If the representative of the HHA and/or Hearing Officer makes a determination in favor of the applicant/resident, the HHA will comply with the decision unless the provisions of Section VI of the Grievance Procedure is applicable to the hearing officers decision.

C. *Letters Mailed to Applicant(s)/Resident(s) by the HHA*

If an applicant/resident claims they did not receive a letter mailed by the HHA, that requested the applicant/resident to provide information or to attend an interview, the HHA will determine whether the letter was returned to the HHA. If the letter was not returned to the HHA, the applicant/resident will be assumed to have received the letter.

NOTE: If the letter was returned to the HHA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant would be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the HHA, in writing, if their address changes during the application process.

V. *Misrepresentation by the Applicant, Resident, or Third Party Verification Source*

If an applicant, resident, or third party verification source is found to have made willful misrepresentations at any time that resulted in the applicant or resident being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the lease and/or application will be terminated because of the misrepresentation by the applicant/resident and/or the third party verification source. If such misrepresentation

resulted in resident paying, a lower rent than was appropriate, resident shall be required to pay the difference between the actual payments and the amount that should have been paid. In justifiable instances, the HHA may take such other actions as it deems appropriate, including referring the applicant, resident and/or party supplying fraudulent information to the proper authorities for possible criminal prosecution.

VI. Eligibility for Admission and Processing of Applications

A. Affirmative Marketing

1. The HHA will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. The HHA will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.

(a) Marketing and informational materials will:

Comply with Fair Housing Act requirements on wording, logo, size of type, etc.;

Describe the housing units, application process, waiting list and preference structure accurately;

Use clear and easy to understand terms including any non-English media available in the area;

Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;

Make clear who is eligible: low-income individuals and families; working and non-working people; and people with both physical and mental disabilities; and

Be clear about the HHA's responsibility to provide reasonable accommodations to people with disabilities.

(b) Outreach:

As much information, as possible about Public Housing will be disseminated through local media (newspaper, radio, television, etc.).

For those who call the HHA Office, the staff should be available to convey essential information, or:

The HHA may hold meetings with local community agencies.

The HHA may sponsor "open house" programs within the public housing community to attract potential residents to view a public

housing unit.

The HHA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Public Housing. The HHA shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income, are less likely to apply for Public Housing. When there is a Local Housing Plan, "Comprehensive Housing Affordability Strategy" (CHAS), the HHA planned programs will be incorporated in the CHAS.

B. Qualifying for Admission

The term (qualifying) refers to applicants who are eligible and able to meet the applicant selection standards.

1. It is the HHA's policy to admit only qualified applicants.
2. An applicant is qualified if he or she meets all of the following criteria:
 - (a) A family, as defined in the appendix.
 - (b) Meets HUD requirements on citizenship or immigration status;
 - (c) Has an annual income (as defined in the appendix) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in the HHA offices.
 - (d) Provides documentation of Social Security numbers for family members age 6 or older, or certifies that they do not have Social Security numbers; and
 - (e) Meets the Applicant Selection Criteria in VI including completing the HA-approved pre-occupancy orientation session if requested.

C. Establishing and Maintaining the Waiting List

1. Administration of the Waiting Lists

It is the policy of the HHA to administer its waiting list as required by HUD's regulations.

2. Opening and Closing Waiting Lists

- (a) For any unit size or type, if the HHA's waiting list has sufficient applications to fill anticipated vacancies for the coming 12 months, the HHA may elect to:
 - Close the waiting list completely;
 - Close the list during certain times of the year; or
 - Restrict intake by preference, type of project, or by size and type of dwelling.
- (b) A decision to close the waiting list will consider the number of applications for each size and type of unit, the number of applicants who qualify for a preference, and the ability of the HHA to house applicants in

12 months. Decisions to close waiting lists, restrict intake, or open waiting lists will be publicly announced.

- (c) When the waiting list is closed, the HHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

3. Determining if the Waiting Lists may be Closed.

- (a) Closing of Application Taking:

The HHA will make known to the public through publication in a newspaper of general circulation, minority media, or other suitable means that applications for public housing units are being suspended. To reach persons who cannot read the newspapers, the HHA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

- (b) Opening of Application Taking:

When the HHA decides to start taking applications, the waiting list may be opened by bedroom size. The HHA will make known to the public through publication in a newspaper of general circulation, minority media, or other suitable means the availability and nature of housing assistance for eligible families. The notice must contain the following: The date applications will be accepted and the location where applications can be completed. If the HHA anticipates suspending the taking of applications after a period of time, the closing date must be published;

Advise families that applications will be taken at the designated office;
Briefly describe the public housing program;

State that applicants for public housing must specifically apply for the public housing units and those applicants for public housing may also apply for to the Section 8 program, if applicable, and they will not lose their place on the public housing waiting list if they also apply for Section 8 assistance. For this to be applicable the HHA must have a Section 8 program and be accepting applications for Section 8 assistance;
and

To reach persons who cannot read the newspapers, the HHA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

NOTE: The application taking closing date may be determined administratively at the same time that the HHA determines when to open enrollment. The open enrollment period shall be long enough to allow sufficient applicants that will be required in the next 12 months because of the projected turnover and the number of public housing vacancies.

4. Updating the Waiting List

At least once a year the HHA will update each waiting list by contacting all

applicants in writing, or by the method designated at initial application by applicants with disabilities. Written communications will be sent by first class mail to the most current address supplied by the applicant. This is in addition to ongoing purging through the offering of units. (Offer letter must state that failure to respond will result in removal from the waiting list).

NOTE: If no response is received, the HHA will withdraw the name of an applicant from the waiting list. Mail returned undeliverable by the post office will be retained unopened by the HHA in the applicant file.

At the time of initial intake, the HHA will advise families that they must notify the HA, in writing, when their circumstances, mailing address or phone number(s) change.

5. Change in Preference Status While on the Waiting List

- (a) Situations of some families who did not qualify for a preference when they applied may change so they are qualified for a preference. The family should contact the HHA so their status may be certified or verified. Applicants whose preference status changes while they are on the waiting list retain their original date and time of application, or application number, as applicable.
- (b) If the HHA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

D. Processing Applications for Admission

1. How to Apply

Families wishing to apply for Public Housing shall complete an application for public housing assistance. Applications may be made in person during specified dates and business hours posted at the HHA's office(s) at the following location(s): 200 Washington Street, Huntsville, Alabama, and at all public housing communities. Completed applications will be accepted for all applicants and the information will be verified by the HHA.

The application must be dated, time-stamped, and referred to the HHA's office where resident selection and assignment is processed.

Individuals who have a physical impairment, which would prevent them from completing an application in person, may call the HHA to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is no longer required as these services are available through the telephone service provider.

If the applicant is visually impaired, all notices must be in a format understandable by applicant.

2. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be contacted by first class mail to schedule an interview to complete their applicant file. Applicants who fail to attend their scheduled interview or fail to reply to the letter will have their

applications withdrawn, subject to reasonable accommodations for people with disabilities.

The following items will be verified to determine qualification for admission to the HHA's housing:

- (a) Family type (elderly/disabled/near elderly /non-elderly); May be verified by examination of: birth certificate, driver's license or other government ID card with photo, marriage license, SSI verification, licensed doctor statement, or other similar document.
- (b) Verification of family composition is verification of the members who will live in the unit which meet the definition of a family defined in this policy.
- (c) Annual Income:
Income verification will be conducted in the chronological order listed below: Each step must be documented prior to proceeding to use the next option. The specified order listed below must be followed:

Step	Action
1st	Up front income verification (UIV) (Ex: TASS, Work Number, Credit Bureau). <i>If desired information is NOT obtained go to next step.</i>
2nd	Third party written verification. Send standard income verification to income source(s). May be sent by mail or fax. Note: If a desirable response is not received in a timely manner a 2 nd letter may be sent but not required in all cases. <i>If desired information is NOT obtained go to next step.</i>
3rd	Third Party oral verification (documented to file). This could be via phone or interview by staff. A written record of this contact should be prepared by the HHA that includes: date/time of contact, name and source of information, the HHA staff person, summary of information provided, and the reason for using oral verification. <i>If desired information is NOT obtained go to next step.</i>
4th	Document Review: Resident file documentation may include a record of documentation reviewed by the HHA staff that supports the family's statement. If possible, original copies (not photocopies) of supporting documents should be reviewed, though the HHA should photocopy the document(s) (unless prohibited by law) and place in the applicant's file. The HHA staff reviewing the document(s) should prepare a summary of the information and sign/date this summary. This summary should include the reason for using document review as verification and again, if possible, the HHA should follow-up with a third party to obtain written verification later. <i>If desired information is NOT obtained go to next step.</i>
5th	Family Declaration or Certification: When all other forms of verification are impossible to obtain, the HHA can obtain a notarized statement or signed affidavit from the family, attesting to the accuracy of the information provided. The

applicant's file should clearly document why other forms of verification were impossible to obtain. Please note that this type of documentation should rarely be used and should not be used merely for the convenience of the applicant or the HHA, or where the applicant cannot provide the necessary information.

Note: Use to verify required information; however, may require reverification in three months.

- (d) Assets and Asset Income;
Same as income (start with 2nd step)
- (e) Deductions from Income;
Same as income (start with 2nd step)
- (f) Preferences;
Same as income (start with 2nd step)
- (g) Social Security Numbers (SSN) of all Family Members; Families are required to provide SSN's for all family members age 6 and older prior to admission, if they have been issued SSN by the Social Security Administration. All members of the family defined above must either:
Submit SSN documentation; or
Sign a certification if they have not been assigned a SSN. If the individual is under 18, his or her parent or guardian must execute the certification. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next regularly scheduled reexamination, or next rent change. Verification will be done through the providing of a valid Social Security card issued by the Social Security Administration.

NOTE: If an applicant or resident cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for temporary verification. He or she may be required by the HHA to provide one or more of the following alternative documents to verify his or her SSN;

These documents include:

- Drivers' license that displays the SSN.
- Identification card issued by a Federal, State or local agency,
- Identification card issued by an employer or trade union,
- Identification card issued by a medical insurance company,
- Earnings statements or payroll stubs,
- Bank statements,
- IRS Form 1099 or W-2 Form,
- Benefit award letters from government agencies,
- Medicaid Cards,
- Unemployment benefit letter,
- Retirement benefit letter,
- Life insurance policies,
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records,

- Verification of Social Security benefits with the Social Security Administration.

NOTE: If the HHA verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.

- (h) Applicant Screening Information; and the HHA documented direct knowledge or third party
- (i) Citizenship or eligible immigration status. Citizens are permitted to certify to their status. Eligible Immigration status will be verified with INS.

3. Applicants reporting zero in come

Applicants reporting zero income will be asked to complete a family expense form to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses.

4. Application information

The HHA's applications for admission public housing shall indicate for each application the date and time of receipt; applicant's race and ethnicity; determination by the HHA as to eligibility of the applicant; when eligible, the unit size(s) for which eligible; preference, if any. The date, location, identification, and circumstances of each vacancy offered and accepted or rejected must be maintained.

E. Resident Selection and Assignment Plan

1. Equal Opportunity

The Fair Housing Act makes it illegal to discriminate on the basis of race, color, religion, sex, handicap, familial status and national origin. HHA shall not deny to any family the opportunity of applying for admission nor shall it deny to any eligible applicant the opportunity of leasing or renting a dwelling suitable to its need in any low-rent development operated by HHA.

2. Selection Process

Residents shall be selected from among eligible applicant families whose family composition is appropriate to available dwelling units. HHA will take into consideration the needs of individual families for low rent housing and the statutory purpose in developing and operating a socially and financially sound low-income housing property, which provides a decent home and a suitable living environment and fosters economic and social diversity in the resident body as a whole. Selection will be made in such a manner as:

- (a) For every fiscal year, HHA shall reserve a percentage of its new admissions for families whose incomes do not exceed thirty percent of the area median income. The goal for public housing shall be forty percent of new admissions. In reaching the new admissions goals, HHA is required to avoid concentrating very low income families in developments and must comply with the deconcentration policy.
- (b) To maintain a resident body in each development composed of families

with a broad range of income and rent paying ability which is generally representative of the range of incomes of low income families in HHA's area of operation as defined by state law.

3. Order of Selection

Huntsville Housing Authority will select families based on the aggregate of following preferences within each bedroom size category:

- a. 850 points ó **Federally Declared Disaster Victims**, currently receiving assistance.
- b. 800 points- **Federally Declared Disaster Victims**, not currently receiving assistance.
- c. 200 points ó **Elderly**, person who is at least 62 years of age.
- d. 200 points ó **Handicap/Disabled**, person having a physical or mental impairment.
- e. 200 points ó **Wage Earner**, person in a gainful activity who has received wages for at least six (6) consecutive months prior to their application for housing. Verification will be required at the time of leasing in order to receive the preference points.
- f. 70 points - **Domestic Violence**, person with documentation of proof of domestic violence.
- g. 70 points ó **Involuntary Displacement**, person/family displaced by government action or person/family whose dwelling has been damaged or destroyed by natural disaster.
- h. 65 points ó **Sub-Standard**, dilapidated unit that does not provide safe and adequate shelter, or condition endangers the health, safety, or well-being of a family.
- i. 65 points ó **Homeless/Without Housing**, person/family who lacks a fixed, regular, and adequate nighttime residence.
- j. 60 points ó **Income of \$8,000 +**.
- k. 20 points ó **Student**, head of household carrying a subject load that is considered full-time for day students.
- l. 0 points ó **All other applicants**.

4. Buildings Designated for the Elderly Disabled

Preference will be given to elderly disabled families. If there are no elderly disabled families on the list, preference will then be given to near-elderly families. All such families will be selected from the waiting list using the preferences as outlined above.

5. Buildings Designated as Elderly Only Housing

The L. R. Patton Addition, Johnson Towers, and Todd Towers have been approved by HUD as being designated for the elderly. In filling vacancies in these developments, first priority will be given to elderly families. If there are no elderly families on the list, next priority will be given to the near-elderly. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

6. Buildings Designated for Elderly Disabled Only Housing

The L. R. Patton Addition, Johnson Towers, and Todd Towers have been approved by HUD as being designated for elderly persons with disabilities only. In filling vacancies in these developments, first priority will be given to elderly disabled families. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

7. Accessible Units

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

8. Verification of Preference, If Applicable

At the time of application, initial determinations of an applicant's entitlement to a Preference may be made on the basis of an applicant's certification of their qualification for that preference. Before selection is made, this qualification must be verified.

Note: An applicant can reject an offer 3 times before losing their place on the waiting list. If an applicant rejects the third offer, the applicant will be notified at that time that due to the fact they refused the third offer of assistance, the date and time of their application is being changed to the date and time that they refused the offer. This will be explained verbally and followed-up in writing to the applicant. HHA will notify (verbally and in writing) the applicant that their actions may affect their place on the waiting list, and the next offer of assistance will be made when their name reaches the top of the waiting list.

F. Screening Applicants for Admission

1. All applicants shall be screened in accordance with HUD's regulations and sound management practices. **The Housing Authority will ask if the Applicant requires any special accommodations or presence of third party to help then with the application process and tenancy.** During screening, the HHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

- To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
- To care for and avoid damaging the unit and common areas;
- To create no health or safety hazards and to report maintenance needs;
- Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
- To comply with necessary and reasonable rules and program requirements of HUD and the HHA.

2. How the HHA will check ability to comply with essential lease requirements:
(a) Applicant ability and willingness to comply with the essential lease

requirements will be checked and documented in accordance with this policy.

Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the HHA.

- (b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:
 - Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
 - Adversely affect the physical environment or financial stability of the project;
 - Violate the terms and conditions of the lease;
 - Require services from the HHA staff that would alter the fundamental nature of the HHA's program.
- (c) The HHA will conduct a detailed interview of all applicants using an interview checklist as a part of the screening procedures. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification.
- (d) The HHA will complete a credit check and a rental history check on all applicants.
- (e) Payment of funds owed to any HHA or any other federally subsidized housing program is part of the screening evaluation. Outstanding balances will result in the rejection of the application.

NOTE: Applicants that owe a HHA or any other federally subsidized program funds will not be processed for occupancy. The applicant must pay the funds owed prior to the application being processed. After the application is processed, the applicant must meet all other conditions for occupancy. Re-paying funds that are due, do not necessarily qualify an applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to a HHA that has been discharged by bankruptcy shall not be considered in making this determination.

- (f) The HHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. Before the HHA rejects an applicant on the basis of criminal history, the HHA must notify the household of the proposed rejection and proceed under the provisions of the Criminal Records Management Policy.
- (g) If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, the HHA may seek information from a drug abuse treatment facility or local law enforcement agency to determine whether the facility or agency has reasonable cause to believe the household member is currently engaging in illegal drug use.
- (h) The HHA may complete a home visit on all applicants that have passed

criminal history screening and have incomplete or questionable landlord references to determine if the applicant(s) housekeeping would create health or sanitation problems. Staff completing the home visit will consider whether the conditions they observe are the result of the applicant(s) treatment of the unit or are caused by the unit's overall substandard condition.

(i) Housekeeping criteria to be checked shall include, but not be limited to:

- Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);
- Cleanliness in each room; and
- General care of appliances, fixtures, windows, doors and cabinets.

Other: The HHA lease compliance criteria will also be checked, such as:

- Evidence of destruction of property;
- Unauthorized occupants;
- Evidence of criminal activity; and
- Conditions inconsistent with application information.

NOTE: All applicants shall have at least a two-day advance written notice of home visits.

(j) All applicants may be asked to attend and complete the HHA's Pre-Occupancy Orientation.

(k) The HHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant family's adult members:

- Past performance in meeting financial obligations, especially rent and utility bills.
- Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other residents or neighbors.
- History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that could adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development.

NOTE: The HHA may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection.

A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).

An applicant(s) ability and willingness to comply with the terms of the HHA's lease.

(l) The HHA is required to reject the applications of certain applicants for criminal activity or drug abuse by household members:

- The HHA shall reject the application of any applicant for three years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the HHA may admit the household if the HHA determines that:
 - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the HHA, or
 - The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
- The HHA is required to reject the application of a household if the HHA determines that:
 - Any household member is currently engaging in illegal use of a drug; or
 - The HHA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing;
 - Any member of the household is subject to a lifetime registration requirement under a state sex offender registration program; or
 - Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents

NOTE: The above list is not intended to be all-inclusive. Applicants may be denied admission if the HHA has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the project if the applicant were admitted to the project.

- (m) An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition, or rent will result in rejection. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
- (n) Applicants must be able to demonstrate the ability and willingness to comply with the terms of the HHA's lease, either alone or with assistance that they can demonstrate they will have at the time of admission. Availability of assistance is subject to verification by the HHA.
- (o) Have previously been evicted from public housing, including having moved from the HHA as a result of their lease being terminated by the HHA.
- (p) Committed acts, which would constitute fraud in connection with any

federally, assisted housing program.

- (q) Did not provide information required within the time frame specified during the application process.
- (r) During the interview process, the applicant demonstrates hostile behavior that indicates that the prospective applicant may be a threat to our public housing residents.
- (s) The applicant and all adults must sign a release allowing the HHA to request a copy of a police report from the National Crime Information Center, police department or other law enforcement agencies. If the HHA uses the information to deny or terminate assistance, the HHA must provide a copy of the information used in accordance with Criminal Records Management Policy.
- (t) If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of his lease, the applicant may be declared ineligible.

G. *Screening applicants who claim mitigating circumstances*

- (a) If negative information is received about an applicant, the HHA shall consider the time, nature, and extent of the applicant's conduct and other factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.
- (b) Mitigating circumstances are facts relating to the applicant's negative rental history or behavior, that, when verified, indicate. The reason for the unsuitable rental history and/or behavior; and that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, AND applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- (c) If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, the HHA shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. The HHA shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
- (d) Examples of mitigating circumstances might include:
 - Evidence of successful rehabilitation;
 - Evidence of the applicant family's participation in social service or other appropriate counseling service; or
 - Evidence of successful and sustained modification of previous disqualifying behavior.
- (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. The HHA will consider such circumstances in light of:
The applicant's ability to verify the mitigating circumstances and prospects for improved future behavior;
 - The applicant's overall performance with respect to all the screening requirements;

and

- The nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

H. Qualified and Unqualified Applicants

(a) Verified information will be analyzed and a determination made with respect to:

- Eligibility of the applicant as a family;
- Eligibility of the applicant with respect to income limits for admission;
- Eligibility of the applicant with respect to citizenship or eligible immigration status;
- Unit size required for and selected by the family;
- Preference category (if any) to which the family is entitled; and
- Qualification of the applicant with respect to the Selection Criteria.

(b) Qualified (DETERMINED TO BE ELIGIBLE):

Families will be notified by the HHA of the approximate time frame of admission insofar as that date can be determined; however the time frame stated by the HHA is an estimate and does not guarantee that applicants can expect to be housed by that date.

(c) Denied (DETERMINED TO BE INELIGIBLE):

As a general rule, applicants may be denied admission to Public Housing for the following time frames, which shall begin on the date of application, unless otherwise provided for herein below:

(1) Denied admission for one year for the following:

- Past rental record,
- Bad rent paying habits,
- Bad housekeeping habits, in and outside the unit,
- Damages,
- Disturbances,
- Live-ins,
- Demonstration of hostile behavior during the interview process that indicates that the applicant may be a threat to staff or residents,
- Being evicted from a HHA, including having moved from a HHA as a result of their lease being terminated by the HHA for reasons other than as listed below,
- Having other federally subsidized housing assistance terminated for reasons other than as listed below.

(2) Denied admission for a minimum of three years for the following:

- Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity (except drug trafficking) are ineligible for admission to public housing for a three-year period beginning on the date of such eviction.
- The HHA can waive this requirement if the person demonstrates to the HHA's satisfaction successful completion of a rehabilitation program approved by the HA, or the circumstances leading to the eviction no longer exist.

- Drug use without evidence of rehabilitation.
 - Fraud: (giving false information on the application or during an interview is considered fraud).
 - An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period. (Whichever is later).
 - Conviction for drug trafficking.
- (3) Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- (4) Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of a public housing project. Premises are defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

NOTE: These time frames (with the exception of 5 & 6) are only guidelines and the HHA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other residents or may admit persons who exhibit evidence of rehabilitation.

I. Notice to Denied Applicants

Unqualified applicants will be promptly notified by a Notice of Rejection from the HA, stating the basis for such determination and offering an opportunity for informal hearing (see Procedure for Informal Hearing for Rejected Applicants). The denial letter will allow the applicant 10 calendar days to request an informal meeting (verbal and/or in writing) with the HHA. A HHA representative will hear the appeal and issue a decision within 10 calendar days of the meeting. Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process.

J. Occupancy Guidelines

1. Guidelines:

The following guidelines shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing. These guidelines may be waived only when necessary to achieve or maintain full occupancy and after every effort has been made to stimulate applications from families appropriate to the existing vacancies. Families may be assigned improper sized units WITH THE WRITTEN UNDERSTANDING that they must transfer to the appropriate size unit when instructed to do so by the HHA. Otherwise, the following occupancy standards shall apply:

Suggested Guidelines

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0 Br	1	1
1 Br	1	2
2 Br	2	4
3 Br	3	6
4 Br	4	8
5 Br	5	10
6 Br	6	12

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:

- (a) It will not be necessary for adults of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- (b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities. In the case of chronic illness, or other physical infirmity, a deviation from the occupancy guidelines, as presented above, is permissible when justified with evidence and documentation from a licensed physician.
- (c) Two children of the opposite sex over the age of six years will not be required to share a bedroom, although they may do so at the request of the family.
- (d) An unborn child will not be counted as a person in determining unit size. At the option of the HHA, an infant, up to the age of two years, may share a bedroom with its parent(s). A single pregnant woman will be assigned to a one-bedroom unit.
- (e) The HHA will count a child who is temporarily away from the home because the child has been placed in foster care for six months or less, is away at school or other situations that can be documented.
- (f) A single head of household parent shall not be required to share a bedroom with his/her child over the age of two years, although they may do so at the request of the family.
- (g) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned two bedroom units.
- (h) Efficiency apartments will be occupied first by persons who prefer efficiencies to

one-bedroom units. Once applicants who prefer efficiencies have been housed, single individuals applying to mixed population buildings who wish to live in one-bedroom units (rather than efficiencies) will be offered a unit based on their position on the waiting list to determine whether they will be offered a one-bedroom or efficiency.

2. The general HUD standard:
 - Two persons per bedroom will be the standard for the smallest unit a family may be offered.

NOTE: Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.

NOTE: Exceptions may be made to allow for full utilization of all bedroom sizes. Family will be required to sign an acknowledgment that they will be required to move to the proper size unit if their unit is needed to house a family requiring the larger unit.

3. If a family opts for a smaller unit size than would normally be assigned under the unit size standard (because, for example, the list is moving faster) the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size, or circumstances change.
4. When a family is actually offered a unit, if they no longer qualify for the unit size where they were listed, they will be moved to the appropriate waiting list, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.

VII. Tenant Selection and Assignment Plan

Check One	This HHA maintains the checked waiting list method
<input checked="" type="checkbox"/>	Community-wide Waiting List
<input type="checkbox"/>	Site-based Waiting Lists

A. Organizing the Waiting List

1. Community-wide Waiting List:
 - It is the HHA's policy that each applicant shall be assigned his/her appropriate place on a single community-wide waiting list in sequence based upon:

- Type and size of unit needed (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
- Applicant preference or priority, and
- Date and time the application is received.

NOTE: The HHA will maintain its waiting list in the form that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head.

B. Making Unit Offers to Applicants

NOTE: The HHA IS RESPONSIBLE for keeping accurate records evidencing: eligibility status on waiting list, position on waiting list, offers made, and offers rejected (reason), and date housed. After a third refusal, applicant will be placed at the bottom of the waiting list.

1. The HHA will assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability, or familial status in this policy. The first qualified applicant in sequence on the waiting list is made one-offer of a unit of appropriate size and type. If the applicant refuses a unit offer without good cause, the date and time of their application will be changed to the date and time of the refusal and loss of any preference. Refusal because of good cause will not result in loss of current position on waiting list. This must be documented to and verified by the HHA.
2. The HHA will first match the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any designated housing (if applicable). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application will receive the offer.
3. In the selection of a family for a unit with accessible features, the HHA will give preference to families that include a person with disabilities who can benefit from the unit features.
4. Vacant elderly or disabled designated units will be offered to the near-elderly if there are no eligible elderly or disabled persons on the waiting list. Other families will be offered these units if no eligible near-elderly are on the waiting list.
5. The applicant must accept the vacancy offered immediately on the date the offer is communicated by first class mail (or the method of communication designated by an applicant with disabilities) or be removed from the waiting list.
6. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is anticipated to be ready for move-in first. If two units are anticipated to be ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.
7. The provisions of the deconcentration rule, contained within this policy, shall supersede the selection of applicants based on date and time and local preference points, if applicable, and allow the HHA to skip families on the waiting list to

accomplish this goal.

NOTE: For every fiscal year, each HHA shall reserve a percentage of its new admissions for families whose incomes do not exceed 30% of the area median income. The goal for public housing shall be 40% of new admissions. In reaching the new admissions goals, the HHA is required to avoid concentrating very low-income families in projects and must comply with the Deconcentration Policy.

EXPLANATION: The purpose of the Deconcentration Policy is to maintain a resident body in each development composed of families with a broad range of income and rent paying ability, which is generally representative of the range of incomes of low-income families in the HHA's area of operation as defined by state law.

C. *Removing Applicant Names from the Waiting List*

To ensure vacant units are filled in a timely manner, the HHA needs a waiting list that is accurate. While each applicant must keep the HHA apprized of changes in address, phone number, income or other circumstances, no applicant shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;
2. The applicant requests in writing that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria; or
4. The application is withdrawn because the HHA attempted to contact the applicant and was unable to do so. In attempting to contact an applicant, the following methods shall be undertaken before an application may be withdrawn:

The applicant will be sent an offer letter by first class mail to the applicant's last known address, asking the applicant to contact the HHA within seven business days, or;

The applicant will be sent a letter of continued interest by first class mail to the applicant's last known address, asking the applicant to contact the HHA within seven business days, or;

NOTE: If an applicant contacts the HHA as required within any of the deadlines stated above, he/she shall be housed or retained on the waiting list.

5. Persons who fail to respond to the HHA attempts to contact them because of verified situations related to a disability shall be entitled to a reasonable accommodation. In such circumstances, the HHA shall reinstate these individuals to their former waiting list positions.
6. Families whose applications are withdrawn or rejected must reapply for housing only when the waiting list is open. Families whose applications were rejected may not reapply for 12 months.

D. Good Cause for Applicant Refusal of Unit Offer

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list.

1. Examples of (good cause) for refusal of an offer of housing are:
 - The unit's location is inaccessible to source of employment, education, or job training, children's day care, or educational programs for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
 - The family demonstrates that accepting the offer will place a family member's life, health, or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
 - A health professional verifies temporary hospitalization or recovery from illness of the principal household member or other household members (each as listed on final application);
 - The unit has lead paint and the family has children under the age of seven;
 - The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move;
 - An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.
2. If good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list.

E. Leasing Accessible Units

1. Before offering a vacant accessible unit to a non-disabled applicant, the HHA will offer such units:
 - First, to a current public housing resident having a disability that requires the special features of the vacant unit.
 - Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
2. When offering an accessible/adaptable unit to a non-disabled applicant, the HHA will require the applicant to agree to move to an available non-accessible unit within 30-days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant.

F. Administering the Applicant and Transfer Waiting Lists

Applications for admission and transfer will be processed centrally. Initial intake, waiting list management, screening, and assignment of housing (including transfers) will be made from the central office. Offers may be made in person, in writing or by phone from the central office or the development.

G. Transfers

Some transfers take priority over new admissions. See IX.

VIII. Leasing Policies

A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with HUD's regulations.
2. At a minimum the lease shall be signed by the head, spouse, and family members 19 years old and above, and a representative of the HHA, prior to actual admission.
3. If a resident transfers from one HHA unit to another, a new lease will be executed for the dwelling into which the family moves.
4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
 - (a) A new lease agreement will be executed,
 - (b) A Notice of Rent Adjustment (lease addendum) will be provided, or
 - (c) A replacement first page to the lease agreement will be executed with the original lease date.

NOTE: All new leases and replacement pages are to be dated and signed by the resident(s) and a representative of the HHA. Lease addendums provided by the Landlord and mailed to the resident DO NOT have to be executed (signed) by the resident.

5. Residents must advise the HHA if they will be absent from the unit for more than 14 days. **The lease requires residents to notify HHA by the fifth day of the absence.** Residents shall notify the manager, secure the unit and provide a means for the HHA to contact the resident in an emergency. Failure to advise the HHA of an extended absence is grounds for termination of the lease.

B. Showing Units Prior to Leasing

1. When offering units, the HHA will provide the applicant with the unit address and location of the property.
2. Once the unit is shown and the applicant accepts the unit and all the HHA requirements have been met, the lease will be signed by all parties.

3. No lease will have an effective date before the unit is ready for occupancy.

C. Additions to the Household and Visitors

1. Only those persons listed on the most recent lease shall be permitted to occupy a dwelling unit.
Except for natural births to or adoptions by family members, or court-awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in. The family shall notify the HHA of all births, adoptions and court-awarded custody within ten days of the occurrence.
All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole domicile.
2. When a resident requests approval to add a new person to the lease, the HHA will conduct pre-admission screening of any proposed new member to determine whether the HHA will grant such approval.
3. Examples of situations where the addition of a family or household member is subject to screening are:
 - Resident plans to be married and requests to add the new spouse to the lease;
 - Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child);
 - A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult who is not a part of the original household, request permission to take over as the head of the household.
 - **See item 9 below for adding a minor using a Power of Attorney.**
4. Residents who fail to notify the HHA of additions to the household or who permit persons to join the household without undergoing screening are violating of the lease. Persons added without the HHA's approval will be considered unauthorized occupants and the entire household will be subject to eviction.
5. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on the HHA premises that would be a lease violation.
Visits of more than 14 days in a calendar year shall be authorized only by the HHA with advance documentation of extenuating circumstances.
Visitors remaining beyond this period without prior approval of the HHA shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.
6. Boarders, lodgers or others not on the lease shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.
7. Residents will not be given permission to allow a former resident of the HHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the lease.
8. Family members who move from the dwelling unit shall be removed from the lease. The resident shall report the move-out within 30 calendar days of its occurrence. The individual(s) may not be readmitted to the unit and must apply as a new applicant household(s) for placement on the waiting list.
Medical hardship or other extenuating circumstances shall be considered by the HHA in making determinations under this paragraph.

9. A resident may add a minor to the lease using the "Power of Attorney" provisions of Section 25-2A-7, Code of Alabama 1975. HHA shall require that the resident use the HHA form, have the form filed and recorded with the Probate Judge, and return the recorded form to the HHA office. The additional person must still meet all criteria of the admissions process and all other provisions of this ACOP shall apply, including HHA's consideration of whether the unit will still be properly sized, etc. HHA shall verify that the person added to the lease via this method is actually living in the unit. The Power of Attorney is good for only one year and must be annually renewed, recorded, etc.

NOTE: The items listed in this section are excerpts from the HHA Lease. The current lease is incorporated by reference as if fully set out herein, and shall be considered in pari materia with this document.

IX. Transfer Policy

A. Objectives of the Transfer Policy

To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.

To facilitate relocation when required for modernization or other management purposes.

To facilitate relocation of families with inadequate housing accommodations.

To eliminate vacancy loss and other expense due to unnecessary transfers.

B. Types of Transfers

1. HA Mandated:

At its discretion, the HHA may transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management. For these types of transfers, the HHA will cover the cost of the transfer pursuant to HUD schedule of relocation cost.

2. Transfers for Reasons of Health:

Resident may be transferred when the HHA determines that there is a medical need for such transfers, such as the inability to negotiate stairs, steps, or other conditions, which would be a reasonable accommodation under the American with Disabilities Act (ADA). The resident will be required to provide a statement from a medical doctor, which indicates the condition of the resident. The HHA reserves the right to make its own evaluation of the situation and documentation. The HHA may send a request to the doctor for verification to be submitted directly to the HHA from the doctor. The HHA may also require the resident to be examined by a doctor of the HHA's choosing. If the HHA determines that there is not a substantial and necessary medical need for such transfer, the request for transfer shall be treated as a

convenience transfer. Normally transfers under this paragraph will be within the resident's original neighborhood unless the appropriate size and type of unit does not exist on the site. The resident must pay for all moving expenses, **but the resident will not be charged a convenience transfer fee.**

3. Other HHA Initiated Transfers:

To correct occupancy standards the HHA may transfer residents to the appropriate sized units. Residents are obligated to accept such transfers.

Transfers will be made in accordance with the following principles:

Determination of the correct sized apartment shall be in accordance with the HHA's occupancy guidelines.

Transfers into the appropriate sized unit will be made within the same neighborhood unless that size does not exist on the site.

The resident must pay for their moving expenses.

To avoid concentrations of the most economically and socially deprived families. (Moving expenses paid by the HHA).

Incentive transfers are offered to residents who have good rental histories and want to move to units other than those they currently occupy on a non-discriminatory basis.

NOTE: No exceptions will be granted to the good record requirement for incentive transfers. The resident is responsible for the cost of moving.

4. Convenience Transfers:

The Executive Director or his/her designee may at his/her discretion permit a transfer to another housing community or public housing facility for the convenience of the resident. All costs of the transfer shall be borne by the resident. A "Transfer Charge" list is posted in the HHA offices and is based on our contract price for maintenance and an administrative charge of \$100 for processing the transfer. The HHA updates the transfer charge list as needed. The HHA will charge the actual cost of the transfer, which includes the administrative cost, the cost of preparing the unit for re-rental and, if applicable, a penalty for not turning in the keys to the old unit within three days of the transfer. The resident is allowed a period of three days to move and turn in the keys to the old unit without being charged a penalty. If the move takes more than three days, and the keys are not turned in, the resident will be charged \$10 per day for each additional day. Prior to the transfer, the Landlord will perform an inspection on the current unit to determine the amount of charges the resident will be required to pay as a result of resident-caused damages, if any. All transfer charges must be paid at the time the resident signs his/her lease and receives the keys for the new unit. The Landlord will perform a final inspection with the resident on the unit that the resident transferred from, after the keys are turned in, and a final determination will be made by the HHA staff as to additional charges that may be due the HHA. For example, the resident may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due the HHA because of this inspection, the resident

must pay for these damages within 14 days of written notice from the HHA. The resident must sign a transfer agreement after the HHA has authorized the transfer and prior to the transfer.

NOTE: Request for transfers for convenience must be made in writing to the HHA at the resident's rental office stating the reason for the requested transfer. The HHA will issue a decision within 30 calendar days of receipt of the request and, if approved, provide the resident with a list of the charges that will be the resident's responsibility to pay prior to the transfer.

C. *Priorities for transfers*

All transfers must be either for health reasons, for relocation to an appropriate sized unit, approved convenience transfers, or initiated by the HHA due to modernization work and/or other good cause as determined by the HHA. Priority transfers are listed below:

1. HHA mandated and transfers for reasons of health described above are mandatory transfers and take priority over new admissions.
2. Other HHA initiated transfers are high priorities; the Executive Director has discretion to determine when these transfers should take precedence over admissions.
3. Convenience transfers are not a high priority and do not take priority over new admissions.

NOTE: Within each priority type, transfers will be ranked by date. In processing transfers requested by residents for approved health reasons or to move to a larger unit the date shall be the date the change in family circumstances are verified by the manager. The HHA reserves the right to immediately transfer any family who has misrepresented family circumstances or composition, and the family will be charged the posted rate for convenience transfers. Failure to pay for these charges will result in termination of the dwelling lease.

D. *Transfer Procedures*

1. The HHA shall:
 - Prepare a prioritized transfer list, as needed, at re-examination.
 - Notify residents by letter of their pending transfer.
 - Participate in evaluation of request for transfer based on approved medical reasons.
 - Issue final offer of vacant unit as soon as vacant unit is identified.
 - Issue notice to transfer as soon as vacant unit is available for occupancy.
 - Participate in planning and implementation of special transfer systems for modernization and other similar programs.
 - Inspect both units involved in the transfer, charging for any resident damages that are not considered normal wear and tear.
2. Offers:
 - Only one offer of an appropriate unit will be made to each resident being transferred within his/her own neighborhood. A resident being transferred outside his own neighborhood will be allowed to refuse 2 offer(s). In the case of a family being

transferred from a unit that is uninhabitable, incorrectly sized or scheduled for major repairs, failure to accept the unit offered, or the 2nd unit offered in the case of a transfer outside the neighborhood, will be grounds for eviction. When a resident declines an offer of a transfer to a single level unit requested by the resident for health reasons, the HHA will notify the resident, at that time, that the HHA is not obligated to make any subsequent offers. The HHA will notify the resident that the HHA has discharged its obligations to the resident and he/she will remain in the unit at his/her own risk, and that the HHA assumes no liability for the resident's condition.

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

E. Good Record Requirement for Transfers

1. In general, and in all cases of resident-requested transfers, residents will be considered for a transfer only if the head of household and any other family members for the past two years:
 - Have not engaged in criminal activity that threatens the health and safety of residents and staff;
 - Do not owe back rent or other charges or evidence a pattern of late payment;
 - Meet reasonable housekeeping standards and have no housekeeping lease violations; and
 - Can get utilities turned on in the name of the head of household (applicable only to properties with resident-paid utilities).
2. Exceptions to the good record requirements may be made for emergency transfers or when it is to the HHA's advantage. Absent a determination of exception, the following policy applies to transfers:
 - If back rent or other charges are owed, the resident will not be transferred until paid in full.
 - A resident with housekeeping standards violations will not be transferred until he/she demonstrates acceptable housekeeping standards for six months and passes a follow-up housekeeping inspection.

X. Eligibility for Continued Occupancy, Annual Reexaminations, and Remaining Family Members

A. Eligibility for Continued Occupancy

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in the definition section of this policy. For purpose of

continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18.

2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age six and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.
5. Who comply with the HHA's eight hour per month community service requirements.

B. Reexaminations

1. Regular (Annual) reexaminations:

The HHA shall, at least once a year, re-examine the family composition and incomes of all resident families. For families who choose flat rents, the HHA must conduct a reexamination of family composition and community service requirements (WHEN APPLICABLE) at least annually, and must conduct a reexamination of family income at least once every three years.

- (a) Each family will be required to furnish information according to lease.

Verifications acceptable to the HHA shall be obtained and determinations made.

In the event of failure or refusal of resident to report the necessary information, the HHA may terminate the Lease. This reexamination shall be done at least 30-days and not more than 120-days prior to the anniversary month. The new rent shall take effect on the anniversary month.

- (b) Records shall be maintained to insure every resident being reexamined within a 12-month period.

- (c) Upon completion of reexamination and verification, resident shall be notified, in writing, no later than 30-days prior to the effective date of the following: (A copy of such notification is to be retained in the resident's file.)

Any change in rent and the date on which it becomes effective.

Any change required in the size of dwelling unit occupied.

Any instance of misrepresentation or noncompliance with the terms of the Dwelling Lease and the corrective action(s) to be taken.

The amount of the resident rent and the amount of the flat rent.

In the event of change in resident circumstances resident will be sent a notice to report to the management office at a specified date and time to execute a new first page of the lease.

- (e) If this HHA determines that the size of the premises is no longer appropriate for resident's needs, the resident may be required to transfer to another unit as outlined in the Transfers Section.

2. Special Reexaminations:

Pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:

- (a) If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income

and rent is to be made and a special reexamination shall be scheduled for 30, 60, or 90-days, depending on circumstances. The resident shall be notified, in writing, of the date of the special reexamination.

(b) If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable anticipation of income cannot be made, another special reexamination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.

(c) Rents determined at special reexaminations shall be made effective as noted in the next section.

(d) When a family qualifies for an earned income disallowance, the date for their next regular reexamination shall be permanently adjusted to be 12 months following the date that the income disallowance began.

(e) Families reporting zero income will have their circumstances examined according to the special reexamination section until they have a stable income. Regular or recurring monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose shall be considered income.

3. Procedures:

90 to 120 days prior to the anniversary date of lease, the HHA will mail the resident a notice and appointment date for recertification.

At the time of reexamination, all adult members of the household will be required to complete and sign all applicable forms required by the HHA and HUD to determine family composition and income.

Income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be filed in the resident's folder.

A credit check may be run on each family at recertification to help detect any unreported income, family members not reported on the lease, etc.

Verified information will be analyzed and a determination made with respect to:

Eligibility of the resident as a family or as the remaining member of a family;

Unit size required for the family (using the Occupancy Guidelines); and

Rent the family should pay.

Residents with a history of sporadic or multiple temporary jobs whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment when a pattern can be determined. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.

Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy.

4. Action Following Reexamination:

(a) If there is any change in rent,

A new lease agreement will be executed,

A Notice of Rent Adjustment will be executed, or

A replacement first page to lease agreement will be executed.

(b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described in this policy and moved to an

appropriate unit when one becomes available.

XI. Interim Rent Adjustments (Fixed Rent System)

A. Adjusting Rent between Regular Reexaminations

1. Residents are required to report all changes in family composition or status to the HHA in writing within 10 calendar days of the occurrence. Failure to report in writing within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. Residents are also required to report interim increases in income if they have been granted interim rent reductions.
2. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by HHA.

The HHA will process interim adjustments in rent as follows:

(a) **Income Change:**

The HHA action:

Decrease in family income for any reason, except for decrease that lasts fewer than 30-days. The HHA will process an interim reduction in rent if the income decrease will last more than 30-days. Decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions.

Increase in family income following the HHA granting of interim rent decrease. The HHA will process an interim increase for income increases that follow interim rent reductions.

Increase in income because a person with income (from any source) joins the household. The HHA will process an interim increase.

Increase in earned income from existing employment of a current household member. The HHA will defer the increase to the next regular reexamination.

Increase in income from any new source. The HHA will process an interim increase unless the individual is eligible for an earned income disallowance. The disallowance will be granted.

Incremental increases in family income due to pay increases or raises from existing employment. The HHA will defer the increase to the next regular reexamination.

Increase in unearned income (e.g. COLA adjustment for social security). The HHA will defer the increase to the next regular reexamination.

(b) **Resident Misrepresentation:**

The HHA will process an interim increase in rent if the resident has misrepresented or failed to report facts upon which rent is based, so the rent the resident is paying is less than it should have been. The HHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred, or Based on circumstances the HHA may evict.

B. *Effective Date of Adjustments*

Residents will be notified in writing of any rent adjustment and the effective date of the action.

1. Rent decreases go into effect the first of the month following the actual date of decrease and/or the date resident reported the decrease, whichever is later. Income decreases reported or verified after the resident accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
2. Rent increases (except those due to misrepresentation or late reporting) require 30-days notice and become effective the first of the second month following the increase in income.

XII. Lease Termination Procedures

A. *General Policy: Lease Termination*

No resident's lease shall be terminated except in compliance with HUD regulations, the lease terms, and state law.

B. *Notice Requirements*

1. No resident shall be given a Notice of Lease Termination without being told by the HHA in writing the reason for the termination, **and the requirements necessary to cure deficiencies if curable.**
The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.
Lease terminations for certain actions are not eligible for the Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or the HHA employees; and any drug-related criminal activity.
2. Notices of lease termination shall be in accordance with the lease.

C. *Record-keeping Requirements*

A written record of every termination and/or eviction shall be maintained by the HHA, and shall contain the following information:

Name of resident, race, ethnicity and unit number;

Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;

Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;

Date and method of notifying resident; and

Summaries of any conferences held with resident including dates, names of conference

participants and conclusions.

XIII. Utilities

In some of the HHA's developments, residents pay the cost of certain utilities directly to the supplier. At these properties, resident rents are reduced by an allowance for utilities developed by the HHA in consultation with the utility supplier.

A. Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities:

1. Each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
2. When a resident's Total Tenant Payment is less than the utility allowance, the HHA may pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the utility company on the resident's behalf.
3. It may be suggested to the resident to use a "Budget" plan, which protects the resident from seasonal fluctuations in utility bills and ensures adequate heat in the winter.
4. When a resident makes application for utility service in his/her own name, he or she shall sign a third-party notification agreement so that the HHA will be notified if the resident fails to pay the utility bill.
5. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Denial of Assistance.
6. Maintaining utilities is the resident's obligation under the HHA's lease. Failure to maintain utilities is grounds for lease termination and eviction.

B. Excess Utility Charges

Check-metered developments or buildings: In buildings that are check metered, residents shall have consumption-based utility allowances that reflect the size and type of units and actual equipment provided by the HHA. Check meters shall be read by the HHA and each resident charged for consumption in excess of the utility allowance.

XIV. Flat Rents/ceiling Rents

A. Intent and Purpose

Ceiling rents provide an incentive to remain in public housing to families whose flat rents

were reduced to income-based rents because of a hardship and whose incomes then increased so that an income-based rent is unreasonable for the housing being provided. The ceiling rent is thus in effect only for the portion of the year between the family's interim increase in rent and their next annual reexamination (when they can elect the flat rent).

B. Establishing Ceiling Rents

The HHA has established ceiling rents for all dwelling units inventory-wide. Ceiling rents for a class of units are based on the size, location or other characteristic that are unit-based. The HHA may revoke or raise ceiling rents at any time after giving reasonable notice to the affected residents.

C. Calculating Ceiling Rents

The HHA will determine the minimum ceiling rents that can be charged for a unit. Ceiling rents are based on the flat rent plus any applicable utility allowance but never less than 75% of the average operating cost for units at the development.

D. What the Resident Pays

Residents in units where ceiling rents are in effect pay the lower of the ceiling rent or income-based rent.

E. Ceiling Rent Adjustments

The minimum ceiling rent will be adjusted annually to reflect operating expenses as reported on the Statement of Operating Receipts and Expenditures as of the end of the most recent fiscal year.

F. Flat Rents

Flat rents are market-based rents. They vary by unit size and type and also by development location. Once each year, at the annual recertification, all residents are offered the choice of paying an income-based rent or the flat rent. Flat rents represent the actual market value of the HHA's housing units. The HHA will generally consider the following information in developing its flat rent schedule:

Rents of non-assisted rental units in the immediate neighborhood;

Size of the HHA's units compared to non-assisted rental units from the neighborhood;

Age, type of unit and condition of the HHA's units compared to non-assisted rental units from the neighborhood;

Land use in the surrounding neighborhood;

Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at the HHA's properties and in the surrounding

neighborhood;
Crime in the HHA's developments and the surrounding neighborhood;
Quality of local schools serving the HHA development;
Availability of public transportation at the HHA development; and
Availability of accessible units for persons with mobility impairments.

G. *Annual Update of Flat Rents*

The HHA shall review the Flat Rent structure annually and adjust the rents as needed. Residents on flat rent will not be affected by flat rent updates until their next regular reexamination/recertification.

H. *Recertification of Families on Flat Rents*

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements are met.

XV. *Procedures to Be Used in Determining Income and Rent*

A. *Annual Income*

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered

income when used to reimburse the family for cash or assets invested in the property
Name of resident, race, ethnicity, and unit number;

NOTE: If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts (See below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.);
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (See below concerning treatment of lump-sum additions as family assets.);
6. All welfare assistance payments (Temporary Assistance for Needy Families, General Assistance) received by or on behalf of any family member;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and

NOTE: Regular contributions (including non-cash contributions) to the household must be considered income if they are not for medical expenses. For example, if someone who is not a household member pays the telephone bill or car payment every month, or buys gas, tires and insurance for the car, these contributions would be considered income for the purposes of the public housing program.

8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See below concerning pay for exposure to hostile fire.)

B. Items not Included in Annual Income

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see above if the payments are or will be periodic in nature);
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide provided the person meets the definition of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to

- hostile fire;
8. Certain amounts received that are related to participation in the following programs:
 - (a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - (b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of SSI and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - (d) A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the HHA, on a part-time basis, that enhances the quality of life in public housing. 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; and
 - (e) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the HA;
 9. Temporary, non-recurring, or sporadic income (including gifts);
 10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
 12. Adoption assistance payments in excess of \$480 per adopted child;
 13. The incremental earnings and benefits to any resident:
 - Whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment;
 - Whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or
 - Whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period.

For purposes of this paragraph, the following definitions apply:

- (a) State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the HHA in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF) and

Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies, and transportation assistance: provided that the total amount over a six-month period is at least \$500.

(b) During the 12-month period beginning when the member first qualifies for a disallowance, the HHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.

(c) Regardless of how long it takes a resident to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.

(d) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).

14. Deferred periodic payments of SSI and Social Security (SS) benefits that are received in a lump sum payment;
15. 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;
16. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)];

Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088];

Examples of programs under this Act include but are not limited to:

- The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
- Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

- Payments received under the Alaska Native Claims Settlement Act [43 USC.1626 (a)];
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes [25 USC. 459(e)];
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)];
- Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)];
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 Stat 2503-04];
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117b, 1407]; and
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087].

Examples of Title IV programs include but are not limited to:

- Basic Educational Opportunity Grants (Pell Grants),
- Supplemental Opportunity Grants,
- State Student Incentive Grants,
- College Work Study, and
- Byrd Scholarships.

Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]:

Examples of programs under this act include but are not limited to:

- Senior Community Services Employment Program (CSEP),
- National Caucus Center on the Black Aged,
- National Urban League,
- Association National Pro Personas Mayors,
- National Council on Aging,
- American Association of Retired Persons,
- National Council on Senior Citizens, and
- Green Thumb.

Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the Agent Orange product liability litigation;

Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);

The value of any childcare provided or arranged (or any amount received as payment for

such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 [42 USC 9858(q)];

Earned income tax credit refund payments received on or after January 1, 1991 [26 USC 32 (j)].

Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;

Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;

C. *Anticipating Annual Income*

If it is not feasible to anticipate income for a 12-month period, the HHA may use the annualized income anticipated for a shorter period, subject to an interim adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for nine months, or for residents receiving unemployment compensation.)

D. *Adjusted Income*

Adjusted income (the income upon which rent is based) means annual income less the following deductions and exemptions:

1. For All Families:

(a) Child Care Expenses:

A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by the HHA when the expense is incurred to permit education or to seek employment.

(b) Dependent Deduction:

An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under 18 years of age or who is 18 years of age or older and disabled, or a full-time student.

(c) Work-related Disability Expenses:

A deduction of un-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

NOTE: Equipment and auxiliary apparatus may include but are not limited to:

wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

(i) For families without medical expenses: the amount of the deduction equals the cost of all un-reimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

(ii) For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all un-reimbursed expenses for work-related disability that do not exceed the employment income earned. If this amount is less than three percent of annual income, the remainder of the three percent will be taken from medical expenses. If disability expenses are greater than three percent of annual income, all un-reimbursed medical expenses as defined below will be deducted.

2. Elderly and Disabled Families Only:

(a) Medical Expense Deduction:

A deduction of un-reimbursed medical expenses, including insurance premiums, anticipated for the period for which annual income is computed. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the HHA for determining a deduction from income, the expenses claimed must be verifiable.

(i) For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income

(ii) For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described above.

(b) Elderly/Disabled Household Exemption:

An exemption of \$400 per household. (See appendix.)

NOTE: Optional Deductions/Exemptions: The HHA may amend this policy and grant further deductions. Any such deduction will be noted here.

E. Computing Rent

1. The TTP.

The first step in computing rent is to determine each family's Total Tenant Payment (TTP). Then, if the family is occupying a unit that has resident-paid utilities, the Utility Allowance is subtracted from the TTP. The result of this computation, if a

positive number, is the tenant rent. If the TTP less the utility allowance is a negative number, the result is the utility reimbursement, which may be paid to the resident or, directly to the utility company by the HHA.

2. TTP is the highest of:
 - 30% of adjusted monthly income; or
 - 10% of monthly income; but never less than the...
 - \$50 minimum rent; and never more than the...
 - Flat rent/ceiling rent, if chosen by the family.

NOTE: It is possible for public housing residents to qualify for a utility reimbursement despite the requirement of a minimum rent. For example, if a public housing family's TTP is the minimum rent of \$50 and the HHA's utility allowance for the size and type unit the family has selected is \$60, the family would receive a utility reimbursement of \$10 (\$50 less \$60) for resident purchased utilities.

3. Tenant rent is computed by subtracting the utility allowance for resident supplied utilities (if applicable) from the TTP. In developments where the HHA pays all utility bills directly to the utility supplier, tenant rent equals TTP.
4. The minimum rent shall be \$50 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 __because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would be limited to the following:
 - The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
 - The family would be evicted as result of the imposition of the minimum rent requirements;
 - The income of the family has decreased because of changed circumstances, including loss of employment;
 - A death in the family has occurred; or
 - Other circumstances as determined by the HHA

NOTE: The minimum rent hardship exemption is retroactive to October 21, 1998, so if any resident who qualified for the hardship exemption was charged a minimum rent since that time, the resident may be entitled to a retroactive credit.

5. At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the flat rent applicable to the unit they will be occupying.

XVI. Complaints and Grievance Procedures

Complaints and Grievance Procedures shall be processed in accordance with the HHA approved Grievance Procedure. The grievance procedure is incorporated into this

document by reference and is the guideline to be used for grievances and appeals. The grievance policy is only applicable to residents of the HHA. Applicants are only entitled to an informal hearing, NOT THE GRIEVANCE PROCEDURES, upon proper request.

XVII. Security Deposits

A security deposit shall be made pursuant to a schedule posted in the HHA office. Security deposits may be refunded as provided in the Lease and in this procedure. Any balance of the security deposit shall be returned by mail to the former resident **as defined in the lease and by state law. A detailed statement of all charges (rent, late fees, damages, etc.) made against the security deposit will be included and mailed within 35 days to the last known address of the resident.** No security deposit shall be returned until keys to the unit have been returned to the HHA. All security deposits for pets shall be made in accordance with the HHA pet policy. There is no interest accrued or paid on any security deposit refunds, if any.

XVIII. Pet Rule

The purpose of the Huntsville Housing Authority (HHA) Pet Policy is to ensure that those residents who desire pets are responsible pet owners, and that those residents who do not desire pets are not inconvenienced by pets on the premises. It also is intended to assure that pets on premises are properly cared for. Further goals of this policy are to assure a decent, safe, and sanitary living environment for existing and prospective residents, and to protect and preserve the physical condition of the premises and the financial interest of the Huntsville Housing Authority in the premises.

Definition- Huntsville Housing Authority will hereafter be referred to as ~~Management~~ or ~~HHA~~

A. Ownership

OWNING A PET WITHIN THE HUNTSVILLE HOUSING AUTHORITY'S PROPERTIES IS A PRIVILEGE THAT MUST NOT BE ABUSED.

Where ownership of the pet may be by a person who is other than the head of household, it shall be the responsibility of the head of household to inform and enforce all rules, and take responsibility for the acts, or failure to act, by the actual owner.

B. Incorporation into lease

This Pet Policy is incorporated by reference into the Lease Agreement of each resident of the HHA. This Pet Policy shall be publicly posted in a conspicuous manner in all HHA offices and shall be made available to any resident.

C. General Policy

All pets permitted within the HHA will be with the approval of the management. Permission to maintain a pet will not be unreasonably withheld if all terms of this Pet Policy are met and the presence of the pet on the premises does not frustrate the purpose, requirements, and goals of this Pet Policy as set forth.

D. Pet Registration and Annual Registration Fee

1. Residents desiring pets must fill out the Huntsville Housing Authority Authorization for Pet Ownership Form (See Attached) and sign this Pet Policy before any pet is introduced into the apartment. If the resident refuses to sign, no pet will be permitted.
Where pets are brought in without prior Housing Authority approval, a Thirty-Day Notice for entire household to quit premises will be issued.
2. A \$50.00 registration fee for dogs and cats is required initially and annually at time of reexamination (except in senior citizen housing; per 24CFR §5.3). All shots must be kept up to date each year and proof submitted at resident's annual reexamination.
3. Residents may be denied pet registration approval if management determines that the resident was/is unable to fulfill their past or future obligations as a pet owner, or are unable to adhere to the terms of the lease or pet rules.

E. Types, Number, and Size of Pet

(For purposes of this section, guide dogs/service animals are not considered pets.)

1. Pets permitted per household include:
 - one dog, not to exceed 20 lbs when fully grown (approx 12-18 months old); OR
 - one domestic cat not to exceed 10 lbs.; OR
 - one tank of fish (maximum tank size - twenty gallons); OR
 - two caged birds (parakeets, lovebirds, or canaries only); OR
 - one small caged domestic animal (i.e. Guinea pig or hamster or gerbil)
2. Pets prohibited include:

rabbits	lizards	snakes
iguanas	salamanders	ferret
mice/rats	chameleon	crocodiles/alligators
circus animals	monkeys	

fish such as Oscars, Piranha which are known to be dangerous dogs including, but not limited to: Pit Bulls, Dobermans, Rottweilers, or mixed breeds that contain these breeds.

3. Exceptions

Any exceptions are subject to the judgment and written approval of the HHA.

F. Grand Fathered Pets

1. Existing approved pets may be grand fathered with written approval of the HHA. All grand fathered pets are subject to all other requirements of the Pet Policy, including the annual registration fee, with the exception that existing security deposits will not be required to be increased to \$200.00.
2. When replacing a previously approved pet (due to death or other reason) with another, the amount of security deposit paid for the new pet must be equal to the amount currently in effect for new pets.

G. Licensing of Pets

The City of Huntsville requires that all owners of dogs and cats must legally license their pet annually. A copy of the license/license renewal must be submitted to the Housing Authority prior to occupancy by the pet, and annually thereafter.

H. Security Deposit

A security deposit of \$200 for a cat or dog and \$50 for all other allowed pet types (see "Types of Pets Allowed") is required before entrance of a pet. This is an obligation in addition to any other financial obligations generally imposed on residents by terms of their leases. The HHA will use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the development, including (but not limited to) the cost of repairs and replacement to, and fumigation of the resident's apartment or other units or areas directly or indirectly associated with the pet. The HHA will refund any unused portion of the pet deposit to the resident within 30 days after the resident moves from the apartment. The pet deposit is not part of the rent payable by the resident.

I. Grooming/Exercise for Dogs and Cats

1. All dogs and cats must be brushed regularly, for hygienic purposes and appearance.
2. Toenails - Cats should have a scratching post (or similar) and have toe nails clipped. Dogs must also have nails clipped, as necessary, so as not to damage flooring.
3. Waste elimination - When pet elimination takes place on HHA property, a

pooper-scooper must be utilized immediately for clean up. A violation of this rule may result in the immediate removal of the pet from the premises and the loss of future privilege of pet ownership for said resident. All violations are with the knowledge of the HHA.

Assistive animal exercise and pet elimination are subject to the same conditions as other pets.

J. Damages

1. Current Damages

All violations and immediate damages, repairs, or clean up on the HHA grounds or premises by the HHA staff which are caused as a result of pet ownership, will be charged promptly to the owner's account. Charges will be based on the current hourly rates and material costs. A pooper-scooper charge of not less than \$10.00* will be assessed automatically for droppings which are removed by HHA staff from the outside grounds. A charge of not less than \$25.00* will be assessed for interior cleaning. A warning letter will accompany the charge. A Thirty-Day Notice to Quit Premises may accompany the second offense.

*(Charges will escalate based on amount of clean up required. In addition, the resident may be assessed the cost of extermination where infestations (fleas) resulted from pet ownership.)

2. Vacate Damages

Head-of-Household is responsible for paying the cost of repairing any damages done to any property owned by the HHA which has been caused by a pet while in residence (either legally or illegally), whether the damages are within the apartment or outside on the grounds, including any part of the building itself. This includes furniture and shrubbery, tile, walls, windows, rugs, etc. The HHA will assess reasonable costs for damages and the resident is responsible for making payment in full, including any amount in excess of the security deposit.

K. Visiting Pets

GUESTS MAY NOT BRING THEIR PETS ONTO HHA PROPERTY AT ANY TIME. No visiting pets are allowed for any duration, under any circumstances. It is the responsibility of the resident to inform and enforce this rule with visitors.

L. Neutering/Spaying

Neutering/spaying of dogs and cats at the appropriate veterinarian recommended age is MANDATORY. All dogs and cats must be spayed/neutered by the age of six months. Cats must be declawed at three to six months of age. If the resident

refuses to have a pet properly neutered/spayed in a timely manner, the pet may be removed from the premises pursuant to any means or procedure referred to in this section of this policy on "Pet Removal".

M. *Pet Offspring*

- No pet, already pregnant, may be introduced into any unit. Veterinarian certification is required.
- No pet offspring will be allowed.
- Residents are advised that pets that become pregnant while residing in HHA properties are often pets that have been allowed to roam, escaping the attention of their owner. Such pets and free-roaming pets may be removed from the premises pursuant to any means or procedure referred to in the section of this policy on "Pet Removal". Since the HHA requires neutering/spaying, such cases will be looked upon with extreme disfavor.

N. *Medical Care*

Before any pet is allowed in the apartment, and annually thereafter, a certificate or letter from the veterinarian must be submitted which states that the pet has been examined, is in good health, and is current with all medical shots as recommended by a veterinarian or as required by State or local law ordinance or regulation (based on age of pet).

Puppies and/or kittens may be admitted with preliminary shots only, as long as the resident provides proof within three (3) to six (6) months that the necessary succeeding shots have been administered by a veterinarian.

O. *Pet Behavior*

If, in the opinion of management and after two (2) warnings to the owner, a pet continues to be disruptive, noisy (barking) and/ or a nuisance to neighbors, or the community at large, the pet shall be removed by any means or procedure referred to in the section of this policy on "Pet Removal". Nuisance shall include, but is not limited to pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more to the disturbance of any person at any time of day or night, regardless of whether the resident is home or not. Consideration shall be given to the duration of time between incidences in making a determination on the need for pet removal.

New pets will be given 30 days to adjust to apartment living, so as not to violate this policy. If after 30 days the pet has not adjusted, the pet will be required to leave.

P. Immediate Pet Removal

If a pet viciously jumps on, menacingly growls with intent to do harm, or attacks and bites* a resident, visitor, contractor, or staff person, the pet will be required to be removed immediately at the discretion of management, and pursuant to any available means or procedures referred to in the section of this policy on "Pet Removal" or under state or local law.

*Puppies in the normal course of development are known to nip when teased. Residents are encouraged to discuss and teach children and other family members to not intentionally tease, irritate, agitate, or harass the puppy, which will result in nipping tendencies. While puppy nipping may not be initially handled as requiring immediate pet removal, verifiable statements that support on-going nipping tendencies may require temporary removal.

Q. Pet Passage on HHA Property

1. Dogs

- a. Dogs may not roam at will - They may pass public spaces for the purpose of being walked, or going to other homes, or to the parking lot for transportation.
- b. Use of elevators - pets may only be taken onto elevators when the elevator is unoccupied or when the pet owner first asks whether anyone on the elevator has an objection to the pet being brought on. Pet must be carried and/or under the resident's control while on the elevator. If any objection to the pet boarding the elevator is raised by anyone on the elevator, the resident and the pet must wait for the next elevator and follow the same procedure.
- c. Dogs must be leashed or held by their owners when in transit, including when on elevators - The Huntsville City Code states, ["No person owning, harboring or having the care, custody or charge of any dog shall allow, or permit such dog, whether in the company of any person or not, to run at large in the City of Huntsville except on leash. Such dogs shall not be permitted to run at large at any time of the year except on leash."]
- d. Pets are allowed to defecate or urinate on HHA property when under the owners control - Owners must comply with the City of Huntsville regulations on pet defecation. If a dog accidentally defecates on HHA property, the owner is responsible for removing (pooper-scooper) and properly disposing of said pet waste in a concealed, double tied plastic bag.

If not done, this will be grounds for removal of the pet pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal". If the dog urinates on the grass, shrubs, trees or flowers on HHA grounds, the owner is responsible for any and all replacement costs of damages incurred. The pet will be removed after three warnings, pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

2. Cats
 - a. Cats may not roam at will - Cats will not be permitted outside of their apartments unless they are caged or held by their owner when in transit including on elevators.
 - b. Cats may pass through public spaces only for the purpose of going to the veterinarian or going to other homes and must be carried or under the control (leashed) of the resident.

R. Care of the Apartment

1. Apartments containing pets must be kept clean and free of odors at all times.
2. Commercial waterproof cat litter pans and odor proof litter must be used for cats, NOT sand, newspaper, or earth.
 - a. Litter pans must be used and cleaned daily and kept odor free.
 - b. LITTER MUST BE DISPOSED OF IN DOUBLE TIED PLASTIC BAGS, WHICH ARE PROMPTLY PLACED OUTSIDE IN GARBAGE CANS. HHA strongly recommends the use of "Scoopable" cat litter. LITTER MUST NOT BE FLUSHED DOWN TOILETS, SINKS OR TUBS OR DUMPED DOWN THE COMPACTOR. Once per week the entire litter box is to be dumped out, cleaned, sanitized*, and refilled with new litter. If litter odor becomes a verifiable problem, the HHA may insist and make mandatory the use of "scoopable" litter.

*No sanitizing is to take place in bathtubs or bathroom/kitchen sinks.

S. Care of Pet

1. Pet owners must take good care of their pets all times. Any reported acts of misuse or abuse of pets will be addressed by the HHA.
2. Cats must be declawed (front) at appropriate age as determined by a veterinarian if there is any indication that the need for HHA to require it becomes evident.
3. Dogs and cats must be under an effective veterinarian recommended flea and tick prevention program year round. Proof of such program must be submitted annually to the Authority.
4. Resident's Ability to Care for Pet
 - a. A doctor's certificate must be provided to verify an individual's ability to care for the pet, where management reasonably believes same it is questionable.
5. Absence of Owner
 - a. No pet may be unattended for more than 12 hours, for any reason. If a pet owner goes on an extended leave or vacation or becomes ill, arrangements must be made for proper care of the pet.
 - b. If management finds the pet is not properly cared for, the pet will be immediately removed to a shelter pursuant to any available means or

- procedure referred to in the section of this policy on "Pet Removal".
- c. Pet owners must leave with management the name and address of a person to contact if the resident cannot take proper care of their pet. HHA will not be held responsible for staff's inability to contact such person.

Emergency Care Giver

Resident must identify and document willingness of two (2) third-party persons (third party must sign) who will, within twelve (12) hours of notification remove and care for the pet in the event of sudden illness, injury, or death of the resident.

In the event that the designated party cannot be reached or fails to act within 24-48 hours, depending on pets' needs, management will turn the pet over to the Humane Society and assume no further responsibility for its being.

Caregiver is to be re-certified annually and provide an up-to-date day and evening phone number.

6. Employee/Contractor Safety

- a. At any time, in the absence of the pet owner/resident for any length of time, the pet must be caged for the safety of staff/contractors who periodically must enter resident units by resident request or for emergencies.
- b. While the owner or other responsible household members are at home, the pet must be caged immediately upon entry by staff persons/contractors.
- c. If a pet causes harm to any employee or contractor, the pet's owner shall be required to immediately remove the pet from Housing Authority property within 24 hours of written notice from the Housing Authority. Such removal shall not be construed as a waiver of the resident's rights under the grievance procedure. The pet owner may also be subject to termination of his/her dwelling lease.

7. Hold Harmless

- a. The resident assumes full responsibility and liability for the pet and agrees to hold the HHA harmless from any claims caused by an action or inaction of the pet or its owner.
- b. The resident may not hold the Housing Authority, individual employees, seasonal help, or contractors working for the Housing Authority responsible for loss or other damages where resident's pet may accidentally escape from the confines of the unit while such person is making entry or leaving the premises or be accidentally injured in the conducting of Housing Authority business. Employees will take great care to minimize any incident.

Signage Required

- c. The resident must identify by means of an entrance door sticker that a pet is housed therein. Resident may obtain such decals from the office. It is to be placed on the exterior of both main entrance doors (front and rear) immediately below the door window/peephole (or at some other eye level location as designated by the Authority).

13. Abuse of Pets

RESIDENTS ARE REMINDED THAT PETS NEED LOVE, PROPER FOOD, FRESH WATER, PROFESSIONAL HEALTH CARE, AND GOOD GROOMING. DOGS REQUIRE WALKING AS NEEDED.

- a. If, in the opinion of HHA management a pet is not being properly cared for, the pet may be removed after one (1) warning pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".
- b. If a pet is physically abused, the pet will be immediately removed pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal", at the owner's expense.

14. Pet Removal

- a. A pet may be removed from the premises pursuant to any State or local laws, ordinances, or regulations, or pursuant to the HHA grievance hearing procedure. Management reserves the right to choose the most expeditious remedy, process, or procedure available according to the circumstances or urgency of the case.
- b. In the event that State or local laws, ordinances, or regulations differ or conflict with the provisions or requirements of the HHA grievance procedure in any way, management may pursue the most expeditious remedy or procedure, including any State or local remedy or procedure to the exclusion of the HHA grievance procedure as permitted by law, and 24 Code of Federal Regulations Part 942.
- c. Nothing prohibits the HHA or an appropriate community authority from requiring the removal of any pet from a premises, if the pet's conduct or condition is duly determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of other occupants of the HHA premises or other persons in the community where the development is located. This includes, but is not limited to, situations in which immediate action is needed for removal of any pet from the premises pursuant to State or local laws, ordinances or regulations to preserve the health, safety or welfare of the pet, or the health, safety, welfare, or right to peaceful enjoyment of the premises of any person.
- d. Residents are advised that pets may, among other things, be seized, impounded and disposed of, for a variety of State and local animal violations including, but not limited to: stray pets, pets creating a threat to public health, safety or welfare, injury caused by pets, and cruelty to pets.
- e. In cases in which State or local remedies, processes or procedures are not initially utilized for removal of the pet, any decisions made by judgment of management that a pet must be removed from the premises (either temporarily or permanently) shall be presented in writing to an adult member of the household or the owner. After removal of the pet, owner may request a grievance hearing pursuant to the HHA grievance procedure to determine whether or not pet must be

permanently removed or may be returned to pet owner.

15. Death of Pet

- a. The pet owner is responsible for arranging for disposal of any dead pet.
- b. The remains of the pet must be removed from HHA property. No pets may be buried on HHA property, or disposed of through garbage chutes or cans.

16. When You Vacate

The pet owner must pay the full cost for professional rug shampooing, deodorizing and/or de-fleaing of the apartment, if in the judgment of the HHA it is necessary before a new resident can take possession of the apartment or adjoining apartment, which may also have been affected. If such costs are in excess of the security deposit, resident remains responsible for payment in full.

T. Miscellaneous Rules

1. Pet bedding shall not be washed in any common laundry facilities of the Authority. Violators will be appropriately charged for clean up. This area will be maintained and policed by other residents/pet owners.
2. All dogs and cats must wear a pet tag bearing the resident's name, address and telephone number.
3. Pets cannot be kept, bred or used for any commercial or illegal purpose.
4. Restricted areas - No pets, with the exception of assistive animals, may be brought inside any area of the Housing Authority used to conduct public housing business. These include, but are not limited to, the following areas: offices, shops, recreational/learning facilities, recreation rooms, laundry rooms, and community service facilities.
5. Pets may not be tied or chained in a fashion to any fixtures or appurtenances inside or outside the residents unit for any reason.
6. Dog or cat leash length may not exceed five (5) feet in length to allow for proper control of pet.
7. All pets MUST be housebroken as soon as possible and material such as newspapers used for house breaking must be properly double bagged, tied, and immediately placed for disposal in resident's outside covered garbage can (family units) or dumpster (high-rise).
8. Water and bleach or other strong disinfectant is to be used if the pet inadvertently urinates, sprays, or defecates in an apartment or common area.
9. Captions
Captions or paragraph headings contained in this lease are set forth for convenience of reference only and do not affect the substance of the paragraphs so captioned.
10. Counterparts
The signing of this Pet Policy by the resident and HHA may be executed in several counterparts, each of which shall be considered to be an original.

11. Survival of Portions of the Policy

If any portion of this Pet Policy is invalid or contrary to law, the rest of the policy shall remain in effect.

12. No Waiver

The failure of the HHA or the resident to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes.

13. Deviation

Any deviation of this policy must be in writing from management.

HHA has adopted a pet policy for use in all housing authority property. All Residents must comply with this pet policy. **FAILURE TO COMPLY WITH THE PET POLICY WILL BE CONSIDERED TO BE A SERIOUS BREACH OF THE LEASE.** Residents will comply with Section IV (P) of their dwelling lease that states, "Not to keep or allow dogs, cats, or any other animals or pets on the premises without prior written consent of Landlord."

The Pet Policy does not apply to service animals that are used to assist persons with disabilities. The Housing Authority must allow service animals if the following is provided:

The resident or prospective resident certifies in writing that the resident or a member of his or her family is a person with a disability;

The animal has been trained to assist persons with that specific disability (example, seeing eye dog); and

The animal actually assists the person with a disability.

(24 CFR Part 5, §§ 960.707(a), 960.707b.(3), 960.707(b)(2), 960.707(b)(4), 960.707(b)(1) and (d), 960.707(a)(2), 960.707(b)(5), 960.707(c), 960.707(e)

XIX. Deconcentration Rule

A. Objective

The objective of the Deconcentration Rule for public housing units is to ensure that families are housed in a manner that will prevent a concentration of poverty families and/or a concentration of higher income families in any one development. The specific objective of the HHA is to house no less than 40 percent of its public housing inventory with families that have income at or below 30% of the area median income by public housing development. In addition, the HHA will take actions to insure that no individual development has a concentration of higher income families in one or more of the developments. The HHA will track the status of family income, by development, on a monthly basis by utilizing income reports generated by the HHA's computer system.

B. Exemptions

The following are exempt from this rule.

Public housing development with fewer than 100 public housing units. A covered development is defined as any single development or contiguous developments that total over 100 units.

Public housing developments, which house only elderly persons or persons with disabilities, or both.

Public housing developments, which consist of only one general occupancy family public housing development.

Public housing developments approved for demolition or conversion to resident-based assistance.

Mixed financing developments.

C. Actions

To accomplish the deconcentration goals, the HHA will take the following actions:

1. At the beginning of each HHA fiscal year, the HHA will establish a goal for housing 40% of its new admissions with families whose incomes are at or below the area median income. The annual goal will be calculated by taking 40% of the total number of move-ins from the previous HHA fiscal year.
2. To accomplish the goals of deconcentration:
 - (a) Not less than 40% of the HHA admissions on an annual basis shall be to families that have incomes at or below 30% of area median income (extremely low-income), and
 - (b) The HHA shall determine the average income of all families residing in all the HHA's covered developments. The HHA shall determine the average income of all families residing in each covered development. In determining average income for each development, this HHA has adjusted its income analysis for unit size in accordance with procedures prescribed by HUD. The HHA shall determine whether each of its covered developments falls above, within or below the established income range. The established income range is from 85 to 115 percent (inclusive) of the average family income, except that the upper limit (115 percent) shall never be less than the income at which a family would be defined an extremely low-income family.

NOTE: To calculate the extremely low-income figure: Find the average family size (HHA wide) of the covered developments and extrapolate the amount from the HUD published extremely low-income limits. For example, if the average family size is 2.6, the two-person limit may be \$12,400 and the three-person limit may be \$13,950. Therefore, the figure will be \$12,400 plus 60% of the difference between the 2 figures, which is \$13,330. This figure will be recalculated upon receipt of new HUD determined income limits.

NOTE: Fair housing requirements. All admission and occupancy policies for public housing programs must comply with Fair Housing Act requirements and with regulations to affirmatively, further fair housing. The HHA may not impose any specific income or racial quotas for any development or developments.

XX. Community Service Policy

A. Non-Exempt Requirements

Each non-exempt adult public housing resident must:

1. Contribute eight hours of community service;
2. Participate in a self-sufficiency program for eight hours in each month; or
3. Perform eight hours per month of combined activities as described in items one and two.

NOTE: Community service is the performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community.

Community service does not include political activities.

NOTE: For purposes of the community service requirement an adult is a person 18 years or older.

B. Exempt

An adult who:

1. Is 62 years of age or older;
2. Qualifies with disabilities that prevent the individual's compliance. The individual must provide appropriate documentation to support the qualifying disability, which may include self-certification. In addition, any person who is the primary caretaker of such individual is exempt;
3. Is engaged in work activities as defined in section 407(d) of the Social Security Act;
4. Is participating at least eight hours a month in a welfare-to-work program;
5. Is a member of a family receiving assistance from and in compliance with a State program funded under Part A, Title IV of the Social Security Act; or
6. Currently working at least 20 hours per week.

C. Proof of Compliance

Each head of household must present to the HHA office documentation that he/she and all other persons eighteen years of age or older living in the household, who are not exempt, have complied with this section. Documentation may include a letter from the agency on letterhead or other official document. Any such documentation shall be verifiable by the HHA. Failure to comply with the Community Service Requirement and to provide appropriate verifiable documentation prior to the date required shall result in the lease not being renewed by the HHA. Provided, however, that the HHA may allow the family member who is not in compliance to complete the requirements within the following year as follows: The head of household and the person not in compliance shall sign an agreement stating that the deficiency will be cured within the next twelve months. The head of household annually at re-certification shall make proof of compliance with the agreement. Failure to comply with the

agreement shall result in the lease being terminated for such non-compliance, unless the person(s) other than the head of household no longer resides in the unit and has been removed from the lease.

NOTE: FAILURE TO COMPLY WITH THE COMMUNITY SERVICE REQUIREMENT AND TO PROVIDE APPROPRIATE VERIFIABLE DOCUMENTATION PRIOR TO THE DATE REQUIRED SHALL RESULT IN THE LEASE NOT BEING RENEWED BY THE HHA.

Changes in Exempt or Non-Exempt Status will be handled during an interim or annual re-certification.

D. Eligible activities

1. Community Service:

- Work at a local public or non-profit institution, including but not limited to: school, Head start, other before or after school program, child care center, hospital, clinic, hospice, nursing home, recreation center, senior center, adult day care program, homeless shelter, feeding program, food bank (distributing either donated or commodity foods), or clothes closet (distributing donated clothing), etc.;
- Work with a non-profit organization that serves HHA residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, other children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Center, Community clean-up programs, Beautification programs, etc.;
- Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Senior meals programs, Senior Center, Meals on Wheels, etc.;
- Work with any other public or non-profit youth or senior organizations;
- Work as an officer of a development or citywide resident organization;
- Work as a member of the Resident Advisory Committee;
- Work at the Authority to help improve physical conditions (for example as a floor, grounds or building captain);
- Work at the Authority to help with children's programs;
- Work at the Authority to help with senior programs;
- Helping neighborhood groups with special projects;
- Working through a resident organization to help other residents with problems, serving as an officer in a Resident Organization, serving on the Resident Advisory Board; and
- Caring for the children of other residents so they may volunteer.

NOTE: HHA's should notify their insurance companies if residents will be serving at the HHA

2. Eligible Self-sufficiency Activities - Eligible self-sufficiency activities in which residents may engage include, but are not limited to:

- Job readiness programs;

- Job training programs;
- Skills training programs;
- Higher education (Junior college or college);
- GED classes;
- Apprenticeships (formal or informal);
- Substance abuse or mental health counseling;
- English proficiency or literacy (reading) classes;
- English as a second language classes;
- Budgeting and credit counseling; and
- Carrying out any activity required by the Department of Public Assistance as part of welfare reform.

XXI. Closing of Files and Purging Inactive Files

This HHA will purge inactive files, after they have been closed for a period of three years, with the exception of troubled cases, or in cases involving a household containing a minor with a reported elevated blood-lead level (EBL) the record is retained indefinitely.

During the term of tenancy and for three years thereafter the HHA will keep the resident file. In addition, the HHA must keep for at least three years the following records:

- Records with racial, ethnic, gender and disability status data for applicants and residents.
- The application from each ineligible family and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files.
- Lead based paint inspection reports as required.
- Unit inspection reports.
- Accounts and other records supporting the HHA and financial statements.
- Other records which HUD may specify.

The HHA shall retain all data for current residents for audit purposes. No information shall be removed which may affect an accurate audit.

XXII. Program Management Plan (Organization Plan)

Reference the HHA's adopted personnel policy for the organization plan of the HHA.

XXIII. Compliance with Equal Opportunity Requirements for Posting Required Information

There shall be maintained in each HHA office waiting room a bulletin board, which will contain the following posted materials:

- Statement of policies and procedures governing ACOP this policy also outlines the HHA's Tenant Selection and Assignment Plan.
- Open occupancy notice (applications being accepted and/or not accepted).

- Directory of housing communities including names, address of project offices, and number of units by bedroom size, number of units specifically designed for the elderly, handicapped, and office hours of all HHA facilities.
- Income limits for admission.
- Utility allowances.
- Current schedule of routine maintenance charges/transfer charges.
- Dwelling lease.
- Grievance procedure and hearing officers.
- Fair housing poster.
- "Equal Opportunity in Employment" poster.
- Any current "tenant notices."
- Security deposit charges.

XXIV. Other Policies

Additional policies and charges may be attached to the end of this document and if so, are incorporated as if fully set out herein. These policies and charges may be changed from time to time, or amended, and such changes or amendments shall be substituted in this document to keep this policy current. All items substituted within this document shall be kept by the HHA in a separate file for historical and research purposes.

APPENDIX “A”

Dwelling Lease

(Attached)

APPENDIX “B”

Fire Loss Repayment

The purpose of this policy is to establish procedures for handling repayment of damages caused by fire due to negligence by a resident.

The Housing Authority of the City of Huntsville, Alabama (HHA), will institute the following procedures for fire prevention:

1. HHA will take appropriate steps to make sure that in the case of a fire, all residents' needs are met.
2. All initial losses will be forgiven, unless arson is established.
3. All adult residents must attend a fire prevention class conducted by the Huntsville Fire Department within thirty (30) days of any fire loss.
4. All adult members of the household must contribute eight (8) hours of community service in fire prevention related activities in their respective communities.
5. If the fire prevention class, or the community service requirement, is not attended within thirty (30) days, the resident will face lease termination.
6. If a second loss occurs, HHA would move to terminate the lease.
7. The lease termination would be based on the resident's failure to ensure the peaceful enjoyment of the premises by other residents.
8. Subsequently, HHA would seek to recover all damages due to the second occurrence.
9. HHA will seek professional instructions from the Fire Prevention Bureau.

APPENDIX “C”

Definitions

<p>Accessible dwelling units</p>	<p>When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR ° 8.32 & ° 40 [the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.</p>
<p>Accessible Facility</p>	<p>Means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities. [24 CFR ° 8.21]</p>
<p>Catastrophic Involuntary Displacement</p>	<p>Displacement that may be caused by fire, acts of nature</p>
<p>Accessible Route</p>	<p>For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [24 CFR ° 8.3 & ° 40.3.5]</p>
<p>Adaptability</p>	<p>Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. [24 CFR ° 8.3 & ° 40.3.5]</p>
<p>Adjusted Family Income</p>	<p>Adjusted Family Income is the income on which total tenant payment is to be based and means the Total Annual Income less the following allowances: A deduction of \$480.00 for each member of the family (other than head of household or spouse) who is: Seventeen (17) years of age or younger or Who is eighteen (18) years of age or older and a verified full-time student and/or Is disabled or handicapped according to this Section. A deduction of dollar amounts anticipated to be paid for the care of children (including foster children) less than thirteen (13) years of age where care is necessary to enable a family member to be gainfully employed or to further his/her education. The dollar amount must be verified and reflect reasonable charges and cannot exceed the amount of income from employment (if employed). A deduction of \$400.00 for Elderly Family whose head, spouse or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled according to this Section. A deduction for any elderly family: That has no Handicapped Assistance Expense, an allowance for medical expenses</p>

	<p>equal to the amount by which the medical expense shall exceed three (3%) percent of Total Annual Family Income.</p> <p>That has Handicapped Assistance Expenses greater than or equal to three (3%) percent of Total Annual Family Income, an Allowance for Handicapped Assistance computed in accordance with paragraph E of this Section, plus an allowance for medical expenses that is equal to the Family's medical expenses.</p> <p>That has Handicapped Assistance Expenses that are less than three (3%) percent of Total Annual Family Income, an allowance for combined Handicapped Assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds three (3%) percent of Total Annual Family Income. Expenses used to compute the deduction cannot be compensated for nor covered by insurance.</p> <p>A deduction for any family that is not an elderly family but has a handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expense in excess of three (3%) percent of Total Annual Family Income, but this allowance may not exceed the employment received by family members who are eighteen (18) years of age or older as a result of the Assistance to the Handicapped or Disabled person.</p>
Adult	An adult is a person who has reached his/her 19th birthday or 18 years of age and married (not common law), who has been relieved of the disability of non-age by the juvenile court, or who has been convicted of a crime as an adult under any Federal, State or tribal law. Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.
Alteration	Any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems. [24 CFR ° 8.3 & ° 8.23 (b)]
Applicant	A person or a family that has applied for admission to housing.
Area of Operation	The jurisdiction of the HHA as described in applicable State law and the HHA's Articles of Incorporation.
Assets	Assets mean cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets. IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. (See 24 CFR ° 5.603 for definition of Net Family Assets)
Auxiliary Aids	Means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. [24 CFR ° 8.3]
Break-Ins	Break-ins mean bona fide attempts at burglary, which are reported to the police department and are subject to verification by written police reports furnished by the Tenant(s).
Care Attendant	A person that regularly visits the unit of a HHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own

	place of residence (and if requested by HHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.
Ceiling Rents	<p>Ceiling rents are the maximum rent under the selection of an income-based rent. Effective October 1, 2002 the ceiling rent shall be adjusted to the amount of the flat rent.</p> <p>Ceiling rents are the tenant rent and no utility allowances can be deducted from the ceiling rent amount.</p>
Child	A member of the family, other than the family head or spouse, who is under 18 years of age.
Child Care Expenses	<p>Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to actively seek employment (which shall be documented by the family to the satisfaction of the HA), be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the HA, by conducting surveys of local child care providers.</p> <p>Note: If the Total Annual Income less the above allowances result in a rent that is less than the established minimum rent, the resident rent will be established at the HHA established minimum rent.</p>
Citizen	A citizen or national of the United States.
Co-head of Household	A household where two persons are held responsible and accountable for the family, and where each co-head contributes to the rent.
Community Service Requirement	Each non-exempt adult family member must perform eight (8) hours of qualifying community service per month.
Covered Person	For the purposes of screening and terminating tenancy for criminal activity, a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.
Dependent	A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student, and qualifies for a \$480 deduction when computing income-based rent. [24 CFR ° 5.603] An unborn child shall not be considered a dependent.
Designated Family	Means the category of family for whom HHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. (PL 96-120)

Designated housing (or designated project)	A project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with PL 96-106.
Disabled Family	A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. [24 CFR ° 5.403]
Disabled Person	(See Handicapped Person)
Displaced Family	A person, or family, displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
Displaced Person	A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the former Federal preference for involuntary displacement. [(42 USC 1437a(b)(3)]
Divestiture Income	Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets [24 CFR ° 5.603] in this section.)
Drug	A controlled substance as defined in the Controlled Substances Act. [24 CFR ° 5.100]
Drug-related Criminal Activity	The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug. [24 CFR ° 5.100]
Elderly Family	A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. [24 CFR ° 5.403]
Elderly Person	A person who is at least 62 years of age. [42 USC 1437a(b)(3)]
Eviction	This may include not only official action taken by a court, but also the case when a tenancy has been terminated and the tenant moves out prior to a proceeding being filed with the court or during the pendency of a court proceeding.

Evidence of Citizenship or Eligible Immigration	The documents that must be submitted to evidence citizenship or eligible immigration status.
Extremely Low Income Family	A Family who's Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.
Familial Status	A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single persons. Therefore, a single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as a single persons and only entitled to a one bedroom units. Once the child is born and/or the custody is obtained, the family will qualify for a two-bedroom unit and authorized to transfer as outlined in the Transfer Section.
Family	<p>Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in HHA housing; OR</p> <p>Two or more persons who are not so related, but are regularly living together, can verify shared income or resources that will live together in HHA housing.</p> <p>Note: By definition, a family must contain a competent adult of at least 19 years of age or 18 years of age and married (not common law) to enter into a contract and capable of functioning as the head of the household. If an individual is 18 and qualifies under the definition of family by being married, the head of household and the spouse must be parties to the lease, if both are residing in the premises.</p> <p>The term family also includes the following terms defined in this Section: Elderly family Near elderly family Disabled family Displaced person Single person Remaining member of a tenant family, A foster care arrangement, or a kinship care arrangement</p> <p>Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. [24 CFR 5 and 960] Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy. Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.</p>

Fifty Percent (50%) Of Income For Rent	Families that pay 50% or more of their family income for rent including utilities qualify for a preference, in selecting applicants for admission to public housing.
Flat Rent	<p>The market value of the unit as set by the study conducted by the HHA in accordance with HUD rules and regulations. No utility allowances can be deducted from the flat rent amount.</p> <p>Note: For families who choose flat rents, the HHA must conduct a reexamination of family composition and community service requirements (WHEN APPLICABLE) at least annually, and must conduct a reexamination of family income at least once every three (3) years.</p>
Foster Children	<p>With the prior written consent of the Landlord, a foster child may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include: Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available. The Landlord's obligation to make reasonable accommodation for handicapped persons.</p>
Full -Time Student	A member of a family (other than the head of household or spouse) who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school [24 CFR 5.603]. The attended educational institution will supply verification.
Guest	A guest is a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the lease apply to a guest as so defined.
Handicapped Assistance Expense	Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
Handicapped Person And/Or Disabled Person	<p>A person having a physical or mental impairment which: Is expected to be of long-continued and indefinite duration, Substantially impedes his/her ability to live independently, and Is of such a nature that such disability could be improved by more suitable housing conditions.</p> <p>Note: All three conditions must be met to qualify as handicapped. A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)), or is handicapped as defined below: Section 223 of the Social Security Act defines disability as:</p>

	<p>(1) "Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or</p> <p>(2) In the case of any individual who has attained the age of fifty-five (55) and is blind (within the meaning of "blindness" as defined in Section 416(I) 1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time." Section 102(5), of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:</p> <p>"A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual."</p> <p>No individual shall be considered to be a person with a disability for purposes of eligibility for low income housing solely on the basis of any drug or alcohol dependency.</p>
Hazardous Duty Pay	Pay to a family member in the Armed Forces away from home and exposed to hostile fire.
Head Of Household	The adult member of the family (identified by the family) who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.
Homeless Family	<p>Any individual or family who: Lacks a fixed, regular, and adequate nighttime residence; Has a primary nighttime residence that is:</p> <p>(1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill);</p> <p>(2) An institution that provides a temporary residence for individuals intended to be institutionalized; or</p> <p>(3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.</p> <p>A homeless family does not include:</p> <p>(1) Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law; or</p> <p>(2) Any individual who is a Single Room Occupant that is not considered substandard housing.</p>
Household	The family and an HHA-approved Live-in Aide.

<p>Income Exclusions</p>	<p>Annual Income does not include such temporary, non-recurring or sporadic income as the following:</p> <p>Income from employment of children (including foster children) under the age of eighteen (18).</p> <p>Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).</p> <p>Lump-sum additions to family assets, such as, inheritances, insurance payments, (including payments under health and accident insurance and workmen's compensation), capital gains, and settlements for personal or property losses (except payment in lieu of earnings).</p> <p>Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.</p> <p>Income of a live-in aide (as defined in this policy).</p> <p>The full amount of student financial assistance paid directly to the student or to the educational institution.</p> <p>The special pay to a family member serving in the armed forces who is exposed to hostile fire.</p> <p>Amounts received under training programs funded by HUD.</p> <p>Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).</p> <p>Amounts received by a participant in other publicly assisted programs which is specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.</p> <p>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 HA, on a part-time basis, that enhances the quality of life in public housing. 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.</p> <p>Incremental earnings and benefits resulting to any family member from participation in State or local employment training programs (including training programs not affiliated with a local government) in training of a family member as resident Management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.</p> <p>Temporary, nonrecurring or sporadic income (including gifts).</p> <p>Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.</p> <p>Earning in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).</p> <p>Adoption assistance payments in excess of \$480 per adopted child.</p> <p>Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.</p> <p>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.</p> <p>* Amounts paid by a State agency to a family with a member who has a</p>
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developmental disability and is living at home to offset the costs of services and equipment to help keep the developmentally disabled family member at home.

- * The value of the allotment provided to an eligible household under the Food Stamp Act of 1977.
- * Payments to volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973.
- * Payments received under the Alaska Native Claims Settlement Act.
- * Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes.
- * Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program.
- * Payments received under programs funded in whole or in part under the Job Training Partnership Act. Effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Work Force Investment Act of 1998.
- * Income derived from the disposition of funds to the Grand River band of Ottawa Indians.
- * The first \$2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interest of individual Indians in trust or restricted lands, including the first \$2,000.00 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands.
- * Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under federal work study programs or under Bureau of Indian Affairs Student Assistance Programs.
- * Payments received from Programs funded under Title V of The Older Americans Act of 1985.
- * Payments received on or after January 1, 1989, from the agent orange settlement fund or any other fund established pursuant to the settlement
ôIn Re: Agent-Product Liability Litigationö M.D.L. No. 381 (EDNY)
- * Payments received under the Maine Indian Claims Settlement Act of 1980.
- * The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.ö
- * Earned Income Tax Credit (EITC) refund payments received on or after January 1, 1991.
- * Payments by the Indian Claims Commission to the confederated tribes and bands of the Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.
- * Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- * Any allowance paid under the provisions of 38 USC 1805 to a child suffering from spina bifida who is the child of a Vietnam Veteran.
- * Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the costs of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act.
- * Allowances, earnings and payments to individuals participating in

programs under the Work Force Investment Act of 1998.

* Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

* Twelve Month Exclusions (Self-sufficiency incentives):

(1) The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the U.S. Housing Act of 1937, and the Quality Housing and Work Responsibility Act of 1998 (referred to as the 1998 Act) or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:

(a) Comparable Federal, State or Local Law means a program providing employment training and supportive services that:

(i) Are authorized by a federal, state or local law;

(ii) Are funded by federal, state or local government;

(iii) Are operated or administered by a public agency;

(iv) Has as its objective to assist participants in acquiring job skills; and/or

(v) If applicable, is a participant in the HHA Family Self-Sufficiency Program.

(b) Exclusion period means the period during which the resident participates in a program described in this section, plus 12 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937 and the 1998 Act. Amount previously being received, including TANF, will continue to be counted as annual income.

(c) Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

(2) In addition to the training exclusion listed above, the 1998 Act excludes the income for 12 months of a family member who was previously unemployed for one or more years, which is defined as a minimum of 12 consecutive months. This includes a person who has earned income during the previous 12 months but the income was no more than 10 hours of work per week for 50 weeks at or below the established minimum wage. The 1998 Act also excludes the income for 12 months for any resident who received assistance under the Temporary Assistance for Needy Families (TANF) program in the last six (6) months. The TANF funding received must be a minimum of \$500 over a six-month period. A representative from the TANF agency must verify that the resident is or was receiving TANF benefits within the last six months. The six month period will start on the day the resident reports the income to the

HA. Also, the 1998 Act excludes for 12 months the income resulting in the participation of a family member in the HHA Family Self-Sufficiency Program, if applicable to the HA.

(3) Phase-in-of Rent Increases: Upon the expiration of the 12 month exclusion period as described in this section, the rent payable by a family may be increased due to continued employment of the resident but the increase will be limited to 50% of the increase in the total rent increase. The increase will be effective on the first day of the thirteenth month and expire on the twenty-fourth month. After the conclusion of the twenty-four month period, the applicable rent calculated without exclusions, as described in this section, and in accordance with federal regulations will be due and payable on the first of the twenty-fifth month. Total income will include income counted in the previous twelve months plus 50% of the increase.

(4) Maximum four-year disallowance. The disallowance of increased income of an individual family member as provided above is limited to a lifetime 48-month period. It only applies for a maximum of 24 months as described above during the 48 period starting from the initial exclusion period.

(5) Inapplicability to admission. The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program.

(a) If a person is employed prior to admission they will not qualify for this income exclusion.

(b) If a family member begins employment after admission they may be eligible for income exclusion.

Individual with Disabilities

Section 504 definition [24 CFR § 8.3]

Section 504 definitions of Individual with Disabilities and Qualified Individual with Disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term individual with a disability. Individual with disabilities means any person who has:

(a) A physical, mental or emotional impairment that:

- * Substantially limits one or more major life activities;
- * Has a record of such an impairment;
- * Or, is regarded as having such impairment.

(b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

	<p>(c) Definitional elements: Physical or mental impairment means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism. Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities. Is regarded as having an impairment means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or Has none of the impairments defined in this section but is treated by a recipient as having such impairment. Note: A person would be covered under the first item if HHA refused to serve the person because of a perceived impairment and thus treats the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of HAs housing program because of myths, fears, and stereotypes associated with the disability or perceived disability. (d) The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered. The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section. Infant A child under the age of two years. INS The U. S. Immigration and Naturalization Service.</p>
<p>Individual with Disabilities, Section 504</p>	<p>Section 504 definitions of Individual with Disabilities and Qualified Individual with Disabilities are not the definitions used to determine program eligibility. Instead, use the</p>

<p>Definition</p>	<p>definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with disabilities means any person who has:</p> <p>(a) A physical, mental or emotional impairment that: - substantially limits one or more major life activities; - has a record of such an impairment; - or is regarded as having such an impairment.</p> <p>(b) Note: For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.</p> <p>(c) Definitional elements: - "physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or - Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism. - "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. - "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities. - "Is regarded as having an impairment" means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or - Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or - Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.</p> <p>NOTE: A person would be covered under the first item if PHA refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of PHA's housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.</p> <p>(d) The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism.</p> <p>Note: These characteristics do not disqualify an otherwise disabled applicant/resident from</p>
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	<p>being covered.</p> <p>The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.</p>
Interim Redetermination Of Rent	Changes of rent between admissions and reexaminations and the next succeeding reexamination.
Involuntary Displacement	Families that meet the definition of involuntary displaced qualify for a preference in the selecting applicants for admission to public housing.
Kinship Care	An arrangement in which a relative or non-relative becomes the primary care-giver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition.
Live-in Aide	<p>A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by HHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403] HHA policy on Live-in Aides stipulates that:</p> <p>(a) Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;</p> <p>(b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);</p> <p>(c) Live-in Aides have no right to the unit as a remaining member of a resident family;</p> <p>(d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family;</p> <p>(e) A Live-in aide is a single person;</p> <p>(f) A Live-in Aide will be required to meet HHA's screening requirements with respect to past behavior especially:</p> <p>A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;</p> <p>Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and</p> <p>A record of eviction from housing or termination from residential programs.</p>
Low-Income Household	A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families [42 USC 1437a(b0)]

Medical Expense	Those necessary medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. Medical expenses, in excess of three percent (3%) of Annual Income, are deductible from income by elderly families only [24 CFR ° 5.603].
Military Service	Military Service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and, since July 29, 1945, the commissioned corps of the United States Public Health Service.
Minimum Rent	The HHA has the discretion to establish the minimum rent from \$0 up to \$50.
Minor	A "minor" is a person under nineteen years of age. Provided, that a married person 18 years of age or older shall be considered to be of the age of majority. (An unborn child may not be counted as a minor.) Some minors are permitted to execute contracts, provided a court declares them emancipated.
Mixed Family	A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
Mixed Population Project	Means a public housing project for elderly and disabled families. The HHA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)
Monthly Adjusted Income	One-twelfth of Adjusted Annual Income.
Monthly Income	One twelfth of Annual Income. For purpose of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income.
Multifamily Housing Project	For purposes of Section 504, means a project containing five or more dwelling units. [24 CFR ° 8.3]
National	A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.
Near-elderly Family	Means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. [24 CFR ° 5.403]
Near-elderly Person	Means a person who is at least 50 years of age but below 62, who may be a person with a disability [42 USC 1437a(b)(3)]
Net Family Assets	The net cash value, after deducting reasonable costs that would be incurred in disposing of: [24 CFR ° 5.603] (a) Real property (land, houses, mobile homes)

	<p>(b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)</p> <p>(c) Cash value of whole life insurance policies</p> <p>(d) Stocks and bonds (mutual funds, corporate bonds, savings bonds)</p> <p>(e) Other forms of capital investments (business equipment)</p> <p>Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity. Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms [24 CFR §5.603(b)(3)].</p>
Noncitizen	A person who is neither a citizen nor national of the United States.
Other Person Under the Tenant's Control	The person although not staying as a guest in the unit is or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control (e.g. the Pizza Delivery person)
Person with Disabilities ¹ [42 USC 1437a(b)(3)]	<p>Means a person² who:</p> <p>(a) Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or,</p> <p>(b) Has a physical, mental or emotional impairment that: Is expected to be of long continued and indefinite duration; Substantially impedes his/her ability to live independently; and, Is of such nature that such disability could be improved by more suitable housing conditions; or,</p> <p>(c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC 6001 (5)].</p> <p>Note: A person with disabilities may be a child.</p> <p>Note: This is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission.</p>
Portion of Project	Includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects. [24 CFR § 945.105]
Premises	The building or complex or development in which the public housing dwelling is located, including common areas and grounds.
Project, Section 504	Means the whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for

	<p>Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. [24 CFR ° 8.3] NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. [24 CFR 8.4 (c) (2)]</p>
Public Housing Agency (HA)	Any State, County, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development of operation of housing for lower income families.
Qualified Individual with Disabilities, Section 504	<p>Means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the HHA can demonstrate would result in a fundamental alteration in its nature.</p> <p>Essential eligibility requirements include: stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the HA</p>
Recertification	Recertification is sometimes called reexamination. The process of securing documentation that indicates that tenants meet the eligibility requirements for continued occupancy.
Re-Examination Date	The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent. The re-examination date(s) is the anniversary date (month) of the lease.
Remaining Member Of The Resident Family	The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, which may or may not normally qualify for assistance on their own circumstances. An individual must occupy the public housing unit to which he claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete forms necessary for housing within ten days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit. Any person who claims him or herself as a remaining member shall, in the event that the HHA declares him or her ineligible for remaining member status, be entitled to the grievance process upon notice to him or her that he or she is not considered to be a remaining member of the household. The person requesting remaining member status must request this grievance process in writing within ten days from the date of the departure of the head of household. In the interim time between the time of the request for the grievance process and the decision by the hearing officer, all rent which was due pursuant to the lease, shall be deposited into an escrow account with the HHA under the same provisions as those relating to tenants requesting a grievance hearing relating to rent under the grievance process. The HHA does not recognize the person as a tenant by giving him or her opportunity for a grievance

	<p>hearing. A remaining member shall not be considered to be a tenant until such time as a new lease is executed by the HHA and the person granted tenant status after the verification status.</p>
Single Person	<p>A person who lives alone, or intends to live alone, and who does not qualify as an elderly family, or a displaced person, or as the remaining member of a Tenant family.</p>
Spouse	<p>A spouse is the legal husband or wife of the head of the household.</p>
Standard Permanent Replacement Housing	<p>Is housing: That is decent, safe, and sanitary; That is adequate for the family size; and That the family is occupying pursuant to a lease or occupancy agreement. Note: Such housing does not include transient facilities, such as motels, hotels, or temporary shelters for victims of domestic violence or homeless families, and in the case of domestic violence, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live.</p> <p>A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.</p>
Single Room Occupancy	<p>(SRO) Housing (as defined in § 882.102 of the CFR) is not substandard solely because it does not contain sanitary or food preparation facilities (or both).</p>
Substandard Housing	<p>A unit is substandard if it: Is dilapidated; Does not have operable indoor plumbing; Does not have a usable flush toilet inside the unit for the exclusive use of a family; Does not have a usable bathtub or shower inside the unit for the exclusive use of a family; Does not have electricity, or has inadequate or unsafe electrical service; Does not have a safe or adequate source of heat; Should, but does not, have a kitchen; or Has been declared unfit for habitation by an agency or unit of government.</p> <p>A housing unit is dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure.</p> <p>An applicant who is a "homeless family" is living in substandard housing. For purposes of the preceding sentence, a "homeless family" includes any individual or family who: Lacks a fixed, regular, and adequate nighttime residence; and Has a primary nighttime residence that is:</p>

	<p>(a) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing programs);</p> <p>(b) An institution that provides a temporary residence for individuals intended to be institutionalized; or</p> <p>(c) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.</p>
Temporarily Absent Family Members	Any person(s) on the lease that is not living in the household for a period of more than thirty-days (30) is considered temporarily absent. Absences of more than six months are not generally considered to be temporary and must be approved by the HA.
Tenant Rent	<p>The amount payable monthly by the Family as rent to the HA.</p> <p>Where all utilities (gas, water and electricity) are supplied by the HA, Tenant Rent equals Total Tenant Payment or minimum rent. Where some or all utilities (gas, water and electricity) are not supplied by the HHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment or minimum rent less the utility allowance. Telephone and cable television service is not a utility.</p> <p>Ceiling rent: (see definition hereinabove)</p> <p>Flat rent: (see definition hereinabove)</p> <p>Note:</p> <p>Utility allowances are not calculated or deducted from the flat rent. [24 CFR ° 5.603].</p>
Total Annual Family Income	<p>Annual income means all amounts, monetary or not, which: (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and (3) Which are not specifically excluded in paragraph (c) of this section. (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.</p> <p>Total Annual Family Income includes, but is not limited to, the following:</p> <p>The full amount, before any payroll deduction, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses);</p> <p>Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining Net Income.) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or other assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.</p> <p>Interest, dividends and other net income of any kind from real or personal property. (For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). All allowance for depreciation is</p>

permitted only as authorized in Paragraph B of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has Net Family Assets in excess of \$5,000.00, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment; (Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS))

Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen's compensation and severance pay, but see Paragraph 55-C in this section.

Welfare assistance. (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments: (A) qualify as assistance under the TANF program definition at 45 CFR 260.31; and (B) are not otherwise excluded under definition of income exclusions in this section. (ii) if the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (A) The amount of the allowance or grant exclusive of the

amount specifically designated for shelter or utilities; plus (B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

* Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. If the payments actually received are different than the determined amount, rent can be adjusted in accordance with Section III D of the dwelling lease.

* All regular pay, special pay and allowances of a member of the Armed Forces (except special pay for exposure to hostile fire).

Note: If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

Tenants that receive lump-sum payments that are included as income and fall in the categories listed above, (Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS)), must report the income to the Housing Manager as soon as possible but no later than ten (10) calendar days after receipt of the funds and the applicable portion of the payment that is due as back rent is due fourteen (14) days after the HHA notifies the family of the amount due.

	<p>Unreported Income: If a tenant fails to report income the tenancy will be terminated under the terms of the HHA's lease. If the act is determined by the HA to be intentional, the tenant will be obligated to pay the applicable portion of the rent for any and all unreported income. If the unreported income was an unintentional by the tenant the tenant will be billed for the amount due the HHA and the amount will be payable within fourteen (14) days. If the payment cannot be made in one payment, the tenant may request the HHA to approve a repayment schedule. Any repayment agreement must be in writing and signed by the Tenant and a HHA representative. The HHA has the sole discretion as to whether or not to enter into a repayment agreement and shall consider circumstances such as fraud and/or mistake in making the decision.</p>
<p>Total Tenant Payment (TTP)</p>	<p>The TTP, or income-based rent, is calculated using the following formula:</p> <p>A. For the Public Housing Program, the TTP must be the greater of:</p> <ol style="list-style-type: none"> (1) 30 percent of family monthly adjusted income (see note); (2) 10 percent of family monthly income; or (3) Which is the minimum rent set by the HHA <p>B. If the Resident pays any of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. [24 CFR 5.613] See the definition for Tenant Rent. It is possible for Public Housing tenants to qualify for a utility reimbursement despite the requirement of a minimum rent. For example, if a Public Housing family's TTP is the minimum rent of \$25 and the HHA's utility allowance for the size and type unit the family has selected is \$60, the family would receive a utility reimbursement of \$35 (\$60 less \$25) for tenant purchased utilities.</p> <p>Note:</p> <p>The income based tenant rent may not exceed the ceiling rent/flat rent. The resident may elect the flat rent as may be appropriate in lieu of the rent calculated in paragraph 5 above. Effective October 1, 2002 the ceiling rent shall be adjusted to the amount of the flat rent.</p>
<p>Uniform Federal Accessibility Standards</p>	<p>Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR 8.32 (a).</p>
<p>Utilities</p>	<p>Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility [24 CFR 990.102].</p>
<p>Utility Allowance</p>	<p>If the cost of utilities (except telephone and air conditioning added after initial construction) and other housing services for an assisted unit is not included in the Tenant rent, but is the responsibility of the family occupying the unit, then the utility allowance is an amount equal to the estimate made or approved by the HHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. If the family pays directly for one or more utilities or services, the amount of the allowance is deducted from the gross rent in determining the</p>

	contract rent and is included in the gross family contribution.
Utility Reimbursement Payment	Utility Reimbursement Payment is the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. At the discretion of the HHA, the check may be made payable jointly to the resident and utility provider or directly to the utility provider. Tenants who choose to pay flat rents do not receive a utility reimbursement, since the value of the flat rent takes into account any utilities paid by the tenant.
Very Low-Income Family	A lower Income Family means a family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes [42 USC 1437a(b)].
Violent Criminal Activity	Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause serious bodily injury or property damage.
Wage Earner	A person in a gainful activity who receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and "Worker" are used interchangeably.
Welfare Assistance	Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

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
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**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 X 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 4-1-2010, 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.

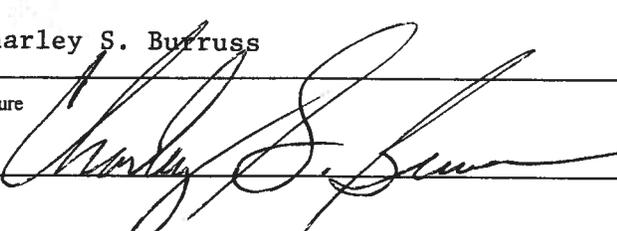
Huntsville Housing Authority
 PHA Name

AL 047
 PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20 10 - 20 14

Annual PHA Plan for Fiscal Years 20 10 - 20 11

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
Charley S. Burruss	Chairman - Board of Commissioners
Signature	Date
	13/Nov/09

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan**

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011**

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, Michelle G. Jordan the Director of Community Development certify that the Five Year and Annual PHA Plan of the Huntsville Housing Authority is consistent with the Consolidated Plan of Huntsville, AL prepared pursuant to 24 CFR Part 91.



Signed / Dated by Appropriate State or Local Official

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Huntsville Housing Authority

Program/Activity Receiving Federal Grant Funding

Capital Fund 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 Federal agency 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.)

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

Michael A. Windy

Signature

Title

Executive Director / CEO

Date

1-7-10

X

**Certification of Payments
to Influence Federal Transactions**

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

Applicant Name

Huntsville Housing Authority

Program/Activity Receiving Federal Grant Funding

Capital Fund Program

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Michael O. Lundy

Title

Executive Director/CEO

Signature

Date (mm/dd/yyyy)

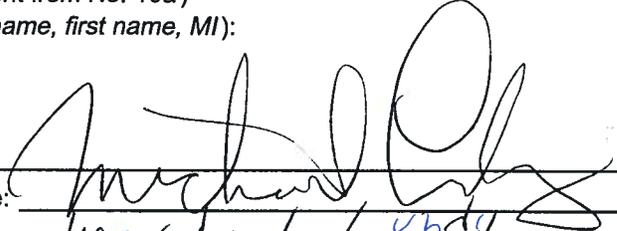
01-07-10

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: U.S. Department of Housing and Urban Development	7. Federal Program Name/Description: Capital Fund Program CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): Not applicable. No lobbying registrant.	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <div style="text-align: right;">  Signature: _____ Print Name: Michael Lundy Title: Executive Director / CEO Telephone No.: 256-532-5697 Date: 1-1-10 </div>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)
Federal Use Only:		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment F

No comments were received by the Resident Advisory Board. Attachment G, Challenged Elements, is a full reporting of the Public Hearing on the 2010 Agency Plan and the 2010-2014 Five-Year Plan.

Violence Against Women Act (VAWA) Policy

DRAFT

I. Purpose and Applicability

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

This Policy shall be applicable to the administration by the Huntsville Housing Authority of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

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

III. Other Huntsville Housing Authority Policies and Procedures

This Policy shall be referenced in and attached to the Huntsville Housing Authority’s Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of the Huntsville Housing Authority’s Admissions and Continued Occupancy Policy. The Huntsville Housing

Authority's annual public housing agency plan shall also contain information concerning the Huntsville Housing Authority's activities, services or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of the Huntsville Housing Authority, the provisions of this Policy shall prevail.

IV. Definitions

As used in this Policy:

- A. **Domestic Violence** – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.”
- B. **Dating Violence** – means: violence committed by a person:
- a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. The length of the relationship.
 - ii. The type of relationship.
 - iii. The frequency of interaction between the persons involved in the relationship.
- C. **Stalking** – means:
- a. to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (b) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
 - b. in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to:

- i. that person;
- ii. a member of the immediate family of that person; or the spouse or intimate partner of that person;

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

- a. a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
 - b. any other person living in the household of that person and related to that person by blood or marriage.
- E. *Perpetrator*** – means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening

- A. Non-Denial of Assistance.** The Huntsville Housing Authority will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.
- B. Mitigation of Disqualifying Information.** When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, the Huntsville Housing Authority, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, the Huntsville Housing Authority shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. The Huntsville Housing Authority will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

VI. Termination of Tenancy or Assistance

- A. VAWA Protections.** Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by the Huntsville Housing Authority:
- a. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be

good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

- b. In addition to the foregoing, tenancy or assistance will not be terminated by the Huntsville Housing Authority as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - i. Nothing contained in this paragraph shall limit any otherwise available authority of the Huntsville Housing Authority' or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither the Huntsville Housing Authority nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
 - ii. Nothing contained in this paragraph shall be construed to limit the authority of the Huntsville Housing Authority or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or the Huntsville Housing Authority, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.
- B. Removal of Perpetrator.** Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, the Huntsville Housing Authority or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful

occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the Huntsville Housing Authority. Leases used for all public housing operated by the Huntsville Housing Authority and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered

by the Huntsville Housing Authority, shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

- A. **Requirement for Verification.** The law allows, but does not require, the Huntsville Housing Authority or a section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., the Huntsville Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Huntsville Housing Authority. Section 8 owners or managers receiving rental assistance administered by the Huntsville Housing Authority may elect to require verification, or not to require it as permitted under applicable law.

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

- a. **HUD-approved form** - by providing to the Huntsville Housing Authority or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
- b. **Other documentation** - by providing to the Huntsville Housing Authority or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the

professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

- c. **Police or court record** – by providing to the Huntsville Housing Authority or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
- B. **Time allowed to provide verification/ failure to provide.** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the Huntsville Housing Authority, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
- C. **Waiver of verification requirement.** The Executive Director of the Huntsville Housing Authority, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

- A. **Right of confidentiality.** All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to the Huntsville Housing Authority or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
 - a. requested or consented to by the individual in writing, or
 - b. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
 - c. otherwise required by applicable law.

- B. **Notification of rights.** All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by the Huntsville Housing Authority shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

IX. Court Orders/Family Breakup

- A. **Court orders.** It is the Huntsville Housing Authority's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by the Huntsville Housing Authority and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.
- B. **Family break-up.** Other Huntsville Housing Authority policies regarding family break-up are contained in the Huntsville Housing Authority's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

X. Relationships with Service Providers

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

XI. Notification

The Huntsville Housing Authority shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XII. Relationship with Other Applicable Laws

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

XIII. Amendment

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