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

1.0	**PHA Information** PHA Name: **New Canaan HA** PHA Code: **CT 054** PHA Type: ☒ Small ☐ High Performing ☐ Standard ☐ HCV (Section 8) PHA Fiscal Year Beginning:01/01/2010
2.0	**Inventory** (based on ACC units at time of FY beginning in 1.0 above) Number of PH units:**18** Number of HCV units: _____
3.0	**Submission Type** ☒ 5-Year and Annual Plan ☐ Annual Plan Only ☐ 5-Year Plan Only
4.0	**PHA Consortia** ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)
5.0	**5-Year Plan.** Complete items 5.1 and 5.2 only at 5-Year Plan update.
5.1	**Mission.** State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: **The Mission of the NCHA at the New Canaan Housing Authority is** • **to promote adequate and affordable housing, economic opportunity and a clean, safe and secure living environment free of discrimination.** • **to provide information on domestic violence programs, child care, medical/dental care, clothing & food assistance, after school & camp programs, counseling programs, etc. as these programs are all vital to the health & good welfare of the low-income, very low-income, and extremely low income families.** • **to have outreach sources available to tenants of all income ratios.** • **to ensure the Management staff, along with the Board of Directors of the NCHA continually strive for improvement in all areas of assisted housing.** • **to ensure dignified living in a safe, secure and clean environment with a zero-tolerance policy with regards to discrimination of any kind.**

5.2	**Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. • **The NCHA's 5-year goal was to improve the quality of assisted housing through increased customer satisfaction and the renovation of the housing units. This is a continual goal that has been met in the past five years and a goal the NCHA strives to reach *on a daily basis* over the course of the next 5 years.** • **The NCHA continues to strive for a level of tenant-based satisfaction both through the means with which the property is managed and the physical & structural aspect of the property.** • **The NCHA will continue to be aware of the importance of tenant-based satisfaction with regards to all aspects of Public Housing.** • **The NCHA is a closely monitored property and has a managing agent or a Tenant-Board representative on site at least once a day. Problems such at littering, graffiti, vandalism, repairing vehicles on property, etc. are dealt with swiftly, and maintenance problems are addressed immediately.** • **Managing Agent has an open door policy at both the site and local locations and tenants are encouraged to stop by at any time with or without an appointment.** • **The NCHA provides notice to all families served by the NCHA of their rights under Section 6 of the United States Housing Act of 1937 as amended by VAWA 2005. Additionally, the NCHA has coordinated with the Domestic Abuse Crisis Center to make available information regarding resources and services available to victims of domestic violence. Management staff is committed to working in conjunction with and provide proper referral service to the appropriate authorities/agencies, including the Dept. of Human Services at the Town of New Canaan. Furthermore, any denial of admission to the NCHA or termination of housing assistance at the NCHA will comply with all provisions of VAWA 2005.** • **Management staff has been formally trained and are Affirmative Fair Housing Certified by the CT Fair Housing Center to ensure equal opportunity practices are in place for all applicants and tenants. It is the commitment of Management staff and the Board of Directors of the NCHA to provide a suitable living environment for all persons living in NCHA regardless of race, color, religion, national origin, sex, familial status and disability.** • **The NCHA will continue its affirmative marketing to ensure it fulfills its mission and meets the needs of its residents and those of its jurisdiction.**
6.0	**6.0 - PHA Plan Update: The NCHA PHA Plan has been updated to reflect the inclusion of the VAWA as attached at the end of the Plan.** (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. **6.0 (b)The Plan will be made available to the public at the main office of Phoenix Management Corp. located at 101 Tresser Blvd., Stamford, CT during regular business hours. Once the 2010 PHA Plan is approved by HUD, it will be posted on the HA's website. The Plan will also be available at the site office located at 57 Millport Avenue, New Canaan, CT.**
	The fiscal year Audit is available for public viewing every year at the New Canaan Town Hall and also at the main office of Phoenix Management Corp. **Financing of the NCHA NCHA is through tenant rents, Annual Capital Funding Grants, and Annual Operating Fund Grants. In 2009 the NCHA NCHA was given a $41,022.00 grant under ARRA.** **Capital Funding is geared toward Capital expenditures; Operating Grant monies and tenant rent payments are used for operating expenses.**

7.0

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

Demolition and Disposition
[24 CFR Part 903.7 9 (h)]

1. ☒ **Yes** ☐ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If "No", skip to component 9; if "yes", complete one activity description for each development.)

Demolition/Disposition Activity Description
1a. Development name: **Mill Apartments** 1b. Development (project) number: **CT 54-1**
2. Activity type: Demolition ☐ **Disposition** ☒ (The Authority has current plans to transfer non-dwelling land, a section on roadway, from the federal NCHA property to the adjoining state-aided property undergoing redevelopment and grant back to the federal properly an easement.)
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ **Planned application** ☒
4. Date application submitted: **TBD**
5. Number of units affected **NONE** 6. Coverage of action (select one) ☒ **Part of the development** (transfer of vacant land) ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: January 15, 2010 b. Projected end date of activity: N/A

The New Canaan Housing Authority ("NCHA") will seek permission to dispose of approximately one-half acre of its land that is currently subject to the Declaration of Trust, dated July 4, 1981 ("DOT"). It wishes to do this by entering into a 90-year ground lease with a limited partnership. The limited partnership, which is affiliated with NCHA, would reconstruct the existing driveway and parking areas and upgrade the utilities that serve the 18 HUD supported units. It also intends to construct a portion of a non-HUD subsidized moderate income apartment building on the ground lease parcel. The 18 HUD supported units, at no additional expense, will retain their rights to the improved driveway that provides access to Millport Avenue. None of the existing 18 HUD supported units will be demolished or altered in any way. No federal funds would be utilized to create or maintain the driveway or the utility easement on the portion of the parcel that will be the subject of the ground lease.

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 *Capital Fund Program Annual Statement/Performance and Evaluation Report,* 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 *Capital Fund Program Five-Year Action Plan,* form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.

8.3	**Capital Fund Financing Program (CFFP).** ☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.
9.0	**Housing Needs**. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

9.1	**Strategy for Addressing Housing Needs**. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan. • **The NCHA will continue to reach out to the New Canaan Dept. of Human Services when the waiting list opens to reach families in the jurisdiction, and continue to explore the means and ways to increase the NCHA's housing portfolio.** • **The NCHA will coordinate with a variety of sources in an attempt to reach applicants/potential applicants who might otherwise not be aware of the NCHA Public Housing property. These sources include, but are not limited to newspapers outside of Fairfield County, organizations that are in daily contact with groups who might not otherwise be aware of the NCHA Public Housing property including, but not limited to groups associated with the American Indian, Asian/Hawaiian/Pacific Islanders/Black & Hispanic members of the population.** • **The NCHA enjoys a close working relationship with the Human Services division of the Town of New Canaan and information is shared between the both organizations.**
10.0	**Additional Information**. Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5- Year Plan. **The NCHA's 5-year goal was to improve the quality of assisted housing through increased customer satisfaction and the renovation of the housing units. The NCHA continues to strive for a high level of tenant-based satisfaction both through the means with which the property is managed and the physical & structural aspect of the property. The NCHA will continue to be aware of the importance of tenant-based satisfaction as well as the importance of dignified living in a safe, secure and clean living environment with a zero-tolerance policy with regards to discrimination of any kind.** (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" **A significant amendment would be a change in practice/policy that would have a direct impact on the tenants of the HA. A substantial deviation/modification to policies/procedures would also be one that provided a direct impact on the tenants of the HA. The Commissioners of the HA would not embark on such significant amendments/deviations/modifications unless they were to the absolute betterment of the tenants of the HA as a whole**. **The Management staff along with the Board of Directors of the NCHA continually strive for improvement in all areas of assisted housing.**

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

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

Instructions form HUD-50075

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

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

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

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

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

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

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

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

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

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

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

PHA Plan Elements. (24 CFR 903.7)

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

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other

income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

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

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

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

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

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

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

9. P**ets.** 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. **P**HAs 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) **F**orm 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.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

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

Part I: Summary		
PHA Name: CT 054 NEW CANAAN HA	Grant Type and Number Capital Fund Program Grant No: ~~CT26P054501-08~~ Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2008 FFY of Grant Approval: 2008

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

Line	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]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	**32,408.**			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

[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: CT 054 NEW CANAAN HA	Grant Type and Number Capital Fund Program Grant No: CT26P054501-08 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant:2008

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

Line	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				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	**32,408.00**			
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				
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
[signature]	1-14-10		

[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: CT 054 NCHA	**Grant Type and Number** **Capital Fund Program Grant No: CT26P054501-08** **CFFP (Yes/ No): NO** **Replacement Housing Factor Grant No:**	**Federal FFY of Grant: 2008**

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]	
CT 054	Replacement of exhaust fans	1460	18	7,200.				
CT 054	Kitchen cabinet replacement	1460	5	20,000.00				
CT 054	Kitchen Cabinet Hardware	1460	18	2,688.00				

[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 II: Supporting Pages

PHA Name: CT 054 NCHA	**Grant Type and Number** **Capital Fund Program Grant No: CT26P054501-08** **CFFP (Yes/ No): NO** **Replacement Housing Factor Grant No:**	**Federal FFY of Grant: 2008**

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]	
54-1 NCHA	**Replacement of Exhaust Fans**	**1460**	**18**	**6,740.**				
54-1 NCHA-	**Replace cabinets**	**1460**	**5**	**20,000.**				
CT 054	**Kitchen Cabinet Hardware**	**1460**	**18**	**2,688.00**				

[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: **CT 054 NCHA** **CT26P054501-08**					Federal FFY of Grant: 2008
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	
54-1 NCHA	09/2010				

[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.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: **CT 054** **NEW CANAAN HA**					Federal FFY of Grant: 2008
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	
CT 054 **NEW CANAAN HA**	09/2010				

[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.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226

Part I: Summary

PHA Name: CT 054 NEW CANAAN HA	Grant Type and Number Capital Fund Program Grant No: **CT26P054501-09** 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:)
☐ Performance and Evaluation Report for Period Ending: ☐ 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]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	29,888			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

Expires 4/30/2011

form **HUD-50075.1** (4/2008)

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

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

Part I: Summary

PHA Name: **CT 054** **NEW CANAAN HA**	**Grant Type and Number** Capital Fund Program Grant No: **CT26P054501-09** 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:)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **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				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	29,888.	0.00		
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				
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** 1-14-10	**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.

form **HUD-50075.1** (4/2008)

Part II: Supporting Pages

PHA Name: CT 054 NCHA	**Grant Type and Number CT26P05401-09** **Capital Fund Program Grant No:** **CFFP (Yes/ No): 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]	
CT 054	Kitchen cabinet replacement	1460	7	28,000.				
CT 054	Touch-up paint in kitchen	1460	18	1,888.				

[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 II: Supporting Pages

PHA Name: CT 054 NCHA	**Grant Type and Number** **Capital Fund Program Grant No: CT260P054501-09** **CFFP (Yes/ No): 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]	
54-1 NCHA-	Replace Kitchen Cabinets	1460	7	28,000.				
54-1 NCHA-	Kitchen touch-up paint	1460	7	1888.00				

[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: CT 054 NCHA **CT260P054501-09**					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	
54-1 NCHA	9/14/2011				

[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.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: CT 054 NEW CANAAN HA **CT26P054501-09**					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	
CT 054 NEW CANAAN HA	9/14/2011				

[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.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

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

Part I: Summary

PHA Name: CT 054 **NEW CANAAN HA**	**Grant Type and Number** **ARRA** **Capital Fund Program Grant No: CT26S05450109** **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: ☐ 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]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	41,022.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

[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.

form **HUD-50075.1** (4/2008)

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

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

Part I: Summary

PHA Name: CT 054 NEW CANAAN HA	Grant Type and Number ARRA Capital Fund Program Grant No: **CT26S05450109** 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: ☐ 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				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	41,022.00			
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				
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 1-14-10	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: CT 054 NCHA	Grant Type and Number Capital Fund Program Grant No: CT26S05450109 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]	
CT 054	Replacement of electric baseboard heaters	1460	18	41,022.00				

[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 II: Supporting Pages

PHA Name: CT 054 NCHA	**Grant Type and Number** **Capital Fund Program Grant No: CT26S05450109** **CFFP (Yes/ No): 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]	
54-1 NCHA	Replacement of electric baseboard heaters	1460	18	41,022.00				

[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: CT 054 NCHA 26P054501-09					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	
54-1 NCHA	3/17/2010				

[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.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: CT 054 NEW CANAAN HA					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	
	3/17/2010				

[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.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

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

Part I: Summary

PHA Name: CT 054 **NEW CANAAN HA**	**Grant Type and Number** **Capital Fund Program Grant No: CT26P054501-10** **Replacement Housing Factor Grant No:** **Date of CFFP:**	**FFY of Grant: 2010** **FFY of Grant Approval: 2010**

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

Line	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]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	29,888.			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				

[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.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

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

Part I: Summary

PHA Name: CT 054 NEW CANAAN HA	**Grant Type and Number** Capital Fund Program Grant No: CT26P054501-10 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2010** **FFY of Grant Approval: 2010**

Type of Grant

☒ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**

☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	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				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	29,888.			
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				
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** 1-14-10	**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: CT 054 NCHA	Grant Type and Number Capital Fund Program Grant No: **26P054501-10** CFFP (Yes/ No): NO Replacement Housing Factor Grant No:	Federal FFY of Grant: 2010

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]	
CT 054	Kitchen cabinet replacement	1460	6	24,000.				
CT 054	Porch deck & railing	1460	3	5,888.				

[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 II: Supporting Pages

PHA Name: CT 054 NCHA	Grant Type and Number Capital Fund Program Grant No: **CT26P054501-10** CFFP (Yes/ No): NO Replacement Housing Factor Grant No:	Federal FFY of Grant: 2010

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]	
54-1 NCHA-	Replace cabinets	1460	6	24,000.				
CT 054	Porch deck & railing	1460	3	5,888.				

[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: CT 054 NCHA **CT26P054501-10**					Federal FFY of Grant: 2010
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	
54-1 NCHA	2012				

[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.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: CT 054 NEW CANAAN HA **CT26P054501-10**					Federal FFY of Grant: 2010
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	
C T 054 NEW CANAAN HA	2012				

[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.

Part I: Summary

PHA Name/Number New Canaan CT HA CT 054			Locality (City/County & State)		☒**Original 5-Year Plan** ☐**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	29,888.00 29,888.00		29,888.00	29,888.00
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds	29,888	29,888.00	29,888.00	29,888.00	
L.	Total Non-CFP Funds					
M.	Grand Total	29,888.00	29,888.00	29,888.00	29,888.00	29,888.00

Part I: Summary (Continuation)

PHA Name/Number New Canaan CT HA CT 054			Locality (City/county & State)		☒**Original 5-Year Plan** ☐**Revision No:**	
A.	New Canaan CT HA CT 054	Work Statement for Year 1 2010	Work Statement for Year 2 2011	Work Statement for Year 3 2012	Work Statement for Year 4 2013	Work Statement for Year 5 2014
	Physical Improvements	Annual Statement	. 29,888.00	29,888.	29,888.	29,888.

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY _____ See Annual Statement	Work Statement for 2011			Work Statement for Year: 2012 FFY _____		
	Development Number/Name General Description of Major Work Categories CT 054	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories CT 054	Quantity	Estimated Cost
	Replace decks	14	29,888.00	Replace deck	1	2,000.
				Replace Asphault drive	1	27,888.00
					Subtotal of Estimated Cost	$29,888.00
	Subtotal of Estimated Cost		$ 29,888.00			

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY _____	Work Statement for Year 2013 FFY _____			Work Statement for Year: 2014 FFY _____		
	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	NCHA CT 054			NCHA CT 054		
Annual Statement	Replace Asphault		29,888.	Replace Property Fence		29,888.00
	Subtotal of Estimated Cost		$29,888.	Subtotal of Estimated Cost		$29,888.

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY __2010____	Work Statement for Year 2011 FFY _____		Work Statement for Year 2012 FFY _____	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	NCHA CT 054		NCHA CT 054	
Annual				

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY _____	Work Statement for 2011 FFY _____		Work Statement for Year 2012 FFY _____	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	NCHA CT 054		NCHA CT 054	
Annual				
			Subtotal of Estimated Cost	
	Subtotal of Estimated Cost	$		

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

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

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 2010-Year and/or___ Annual PHA Plan for the PHA fiscal year beginning 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.

PHA Name

PHA Number/HA Code

✓ 2010 5-Year PHA Plan for Fiscal Years 20 10 - 20 14

____ Annual PHA Plan for Fiscal Years 20____ - 20____

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
Charles Berman	Chairman
Signature	Date 11/6/09

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

New Canaan Housing Authority
Applicant Name

Millport Apartments
Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Millport Apartments
57 Millport Ave.
New Canaan, CT 06840

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: Charles Berman
Title: Chairman
Signature: X
Date: 11/6/09

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

OMB Approval No. 2577-0157 (Exp. 3/31/2010)

Certification of Payments to Influence Federal Transactions

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

New Canaan Housing Authority
Applicant Name

Millport Apartments
Program/Activity Receiving Federal Grant Funding

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	Title
Charles Berman	Chairman
Signature	**Date (mm/dd/yyyy)**
	11/6/09

Previous edition is obsolete

form HUD 50071 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

PHA Name: CT 054
NEW CANAAN HA

RAB – CT 054 consists of 18 units. No residents expressed an interest in being a part of the RAB.

There was however a new appointment of a Resident Commissioner to the Board of Directors of the HA. Resident Donna Mills was voted on by the HA BOD and appointed by the Town of New Canaan Town Council in 2009.

PHA Plan elements: Please see attached Admissions & Occupancy Plan of the NCHA updated in 2010.

Millport Apartments
c/o The Housing Authority of the
Town of New Canaan

57-63 Millport Avenue
New Canaan, Connecticut 06840

Admissions and Continued Occupancy Policy

for the

Millport Apartments

Effective Date: 2002 Revised: 2005, 2008, 2009, 2010

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This Admissions and Continued Occupancy Policy defines the policies for the operation of the Public Housing Program, incorporating Federal, State and local law at the **Millport Apartments c/o the Housing Authority of the Town of New Canaan (MILLPORT APARTMENTS C/O NCHA)**. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

It is the mission of the MILLPORT APARTMENTS C/O NCHA to provide decent, fair, safe, and affordable housing for all applicant and tenants that are interested or currently living or applying to reside at Millport Apartments.

1.0 FAIR HOUSING

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

No person shall, on the grounds of race, color, sex, sexual orientation, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the MILLPORT APARTMENTS C/O NCHA' programs.

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

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

2.0 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the MILLPORT APARTMENTS C/O NCHA housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the MILLPORT APARTMENTS C/O NCHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the MILLPORT APARTMENTS C/O NCHA will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

2.1 COMMUNICATION

Applicants for the MILLPORT APARTMENTS C/O NCHA may submit a written request for reasonable accommodation at that time.

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

information about requesting a reasonable accommodation. A tenant may request reasonable accommodation in writing at any time, and the MILLPORT APARTMENTS C/O NCHA will respond in a timely manner.

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

2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

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

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

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

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the MILLPORT APARTMENTS C/O NCHA will obtain documentation that the requested accommodation is needed due to the disability. The MILLPORT APARTMENTS C/O NCHA will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The MILLPORT APARTMENTS C/O NCHA's business is housing. If the request would alter the fundamental business that the MILLPORT APARTMENTS C/O NCHA conducts, that would not be reasonable. For instance, the MILLPORT APARTMENTS C/O NCHA would deny a request to have the MILLPORT APARTMENTS C/O NCHA do grocery shopping for a person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the MILLPORT APARTMENTS C/O NCHA may request a meeting with the individual to investigate and consider equally effective alternatives.

D. Generally the individual knows best what it is they need; however, the MILLPORT APARTMENTS C/O NCHA retains the right to be shown how the requested accommodation enables the individual to access or use the MILLPORT APARTMENTS C/O NCHA's programs or services.

If more than one accommodation is equally effective in providing access to the MILLPORT APARTMENTS C/O NCHA's programs and services, the MILLPORT APARTMENTS C/O NCHA retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the MILLPORT APARTMENTS C/O NCHA if there is no one else willing to pay for the modifications. If another party pays for the modification, the MILLPORT APARTMENTS C/O NCHA will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the MILLPORT APARTMENTS C/O NCHA will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

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

3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The MILLPORT APARTMENTS C/O NCHA will endeavor to have bilingual staff or access to people who speak languages other than English. Non-English speaking residents & applicants will be provided with translated forms when necessary.

4.0 FAMILY OUTREACH

The MILLPORT APARTMENTS C/O NCHA will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

The MILLPORT APARTMENTS C/O NCHA will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

5.0 RIGHT TO PRIVACY

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

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

6.0 REQUIRED POSTINGS

In each of its offices, the MILLPORT APARTMENTS C/O NCHA will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- Statement of Policies and Procedures governing Admission and Continued Occupancy
- Notice of the status of the waiting list (opened or closed)
- A listing of the development name, address, number of units, units designed with special accommodations, address of all Authority offices, office hours, telephone numbers, and Resident Facilities and operational hours
- Income Limits for Admission
- Utility Allowance Schedule
- Current Schedule of Routine Maintenance Charges

- Dwelling Lease
- Grievance Procedure
- Fair Housing Poster
- Equal Opportunity in Employment Poster
- Any current MILLPORT APARTMENTS C/O NCHA Notices

7.0 TAKING APPLICATIONS

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

Millport Apartments c/o the Housing Authority of the Town of New Canaan
57 Millport Avenue
New Canaan, CT 06840

Applications are taken to compile a waiting list. Due to the demand for housing in the MILLPORT APARTMENTS C/O NCHA jurisdiction, the MILLPORT APARTMENTS C/O NCHA may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the MILLPORT APARTMENTS C/O NCHA will verify the information.

Applications may be made in person on the days that are posted in the advertisement (posted in the local newspaper) when the waitlist is open.

The completed application will be dated and time stamped upon its return to the MILLPORT APARTMENTS C/O NCHA.

Persons with disabilities who require a reasonable accommodation in completing an application may call the MILLPORT APARTMENTS C/O NCHA to make special arrangements.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information regarding family composition and income, in order to determine eligibility for assistance at MILLPORT APARTMENTS C/O NCHA. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the MILLPORT APARTMENTS C/O NCHA will make a preliminary determination of eligibility. The MILLPORT APARTMENTS C/O NCHA will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the MILLPORT APARTMENTS C/O NCHA determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition and income or preference factors. The MILLPORT APARTMENTS C/O NCHA will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be made in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The MILLPORT APARTMENTS

C/O NCHA will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

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

8.2 ELIGIBILITY CRITERIA

A. Family Status

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.

    a. Children temporarily absent from the home due to placement in foster care are considered family members.

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

2. An **elderly family**, which is:

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

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

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

3. A **near-elderly family**, which is:

    a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;

    b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or

    c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

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

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

    b. Two or more persons with disabilities living together; or

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

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

5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

6. A **remaining member of a tenant family**.

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

B. Income Eligibility

1. To be eligible for admission to public housing, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.

2. Income limits apply only at admission and are not applicable for continued occupancy.

3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the MILLPORT APARTMENTS C/O NCHA.

4. If the MILLPORT APARTMENTS C/O NCHA acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.

5. Income limit restrictions do not apply to families transferring within our Public Housing Program.

6. The MILLPORT APARTMENTS C/O NCHA may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

2. Family eligibility for assistance.

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

b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 13.6 for calculating rents under the non-citizen rule).

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

D. Social Security Number Documentation

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

E. Signing Consent Forms (see **Appendix C**, Form HUD-9887)

1. In order to be eligible, each member of the applicant family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:

a. A provision authorizing HUD or the MILLPORT APARTMENTS C/O NCHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;

b. A provision authorizing HUD or the MILLPORT APARTMENTS C/O NCHA to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and

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

The following HUD notice outlines the addition of Form HUD-92006, Supplement to Application for Federally Assisted Housing, (Attachment A) which must be included as part of the O/A's and PHA's application.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of Housing

Office of Public and Indian Housing

Special Attention of:
Multifamily Hub Directors
Multifamily Program Center Directors
Supervisory Housing Project Manager
Project Managers
Contract Administrators
Owners and Management Agents Administering
Multifamily Housing Assistance Programs

NOTICE: H 2009-13
NOTICE: PIH 2009- 36 (HA)

Issued: September 15, 2009
Expires: September 30, 2010

Cross References: None

Public Housing Agency Directors
Section 8 and Public Housing Administrators
HUD Directors of Public Housing
PIH Program Center Coordinators
Public Housing Division Directors

SUBJECT: Supplemental Information to Application for Assistance Regarding Identification of Family Member, Friend or Other Person or Organization Supportive of a Tenant for Occupancy in HUD Assisted Housing

I. PURPOSE.

The purpose of this Notice is to provide guidance to owners and management agents (O/As) and Public Housing Agencies (PHAs) on implementation of the requirements of Section 644 of the Housing and Community Development Act of 1992 (Section 644). Under Section 644, O/As and PHAs must provide applicants as part of their application for housing, the option to include information on an individual or organization that may be contacted to assist in providing any delivery of services or special care to applicants who become tenants and to assist with resolving any tenancy issues arising during tenancy.

This Notice transmits Form HUD-92006, Supplement to Application for Federally Assisted Housing, (Attachment A) which must be included as part of the O/A's and PHA's application.

II. APPLICABILITY.

The requirements of Section 644 of the Housing and Community Development Act of 1992 apply to O/As and PHAs administering the following assisted housing programs:

- Section 202 Project Rental Assistance Contracts (PRAC)
- Section 811 PRAC
- Section 202/162 Project Assistance Contract (PAC)
- Section 202/8
- Section 8 Project-based
- Section 236
- Section 236 Rental Assistance Payment (RAP)
- Section 221(d)(3) Below Market Interest Rate (BMIR)
- Section 101 Rent Supplement
- Public Housing
- Tenant-based Housing Choice Vouchers
- Project-based Housing Choice Vouchers

III. BACKGROUND.

Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in federally assisted housing programs to give any individual or family applying for occupancy the option to provide additional contact information as part of their application. The contact information included in the application for occupancy is the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The housing provider may not require the applicant to provide such information.

The objective of providing such information, if the applicant becomes a tenant, is to facilitate contact by the housing provider with the person or organization identified to assist in providing any delivery of services or special care to the tenant and to assist with resolving any tenancy issues arising during their tenancy. This

supplemental application information is to be maintained by the housing provider as confidential information.

A Notice was published in the January 22, 2009 Federal Register of the requirements of Section 644. A copy of the Federal Register is located at: http://edocket.access.gpo.gov/2009/pdf/E9-1165.pdf. HUD will be issuing a conforming rule amending the regulations to reflect these requirements.

IV. IMPLEMENTATION REQUIREMENTS.

A. Owners and management agents (O/As) and Public Housing Agencies (PHAs) must implement the requirements of Section 644 and begin using form HUD-92006, Supplement to Application for Federally Assisted Housing, by no later than 90 days from the issued date of this Notice.

B. O/As and PHAs must notify applicants at the time of application of their right to include as part of their application the name, address, telephone number and other relevant information of a family member, friend, or social, health, advocacy or other organization. This individual or organization may be contacted by the O/A or PHA to help in resolving issues that may arise during the applicant's tenancy or to assist in providing special care or services the applicant may require as a tenant.

C. Form HUD-92006, Supplement to Application for Federally Assisted Housing.

1. Form HUD-92006 must be included as an attachment to the O/A's or PHA's application.

2. Applicants

a. Applicants must be provided the opportunity to complete the information on form HUD-92006, Supplement to Application for Federally Assisted Housing. The form gives applicants the option to identify an individual or organization that the O/A or PHA may contact and the reason(s) the individual or organization may be contacted. The applicants, if they choose to provide the additional contact information, must sign and date the form.

b. Applicants who are currently on the O/A's or PHA's waiting list and who have not been provided the opportunity to complete form HUD-92006, Supplement to Application for Federally Assisted Housing, must be provided the opportunity at the time of admission.

c. O/As and PHAs **cannot** require any individual or family applying for occupancy to provide the contact information as providing contact information is optional on the part of the individual or family. Those applicants who choose not to provide the contact information should check the box indicating that they "choose not to provide the contact information" and sign and date the form.

d. O/As and PHAs should provide applicants the opportunity at time of admission to update, remove or change contact information provided at the time of application, particularly if a long period of time has elapsed between the time of application and actual admission to the program.

e. If the applicant chooses to have more than one contact person or organization, the applicant must make clear to the O/A or PHA the reason each person or organization may be contacted. The O/A or PHA should accommodate the applicant by allowing the applicant to complete a form HUD-92006 for each contact and indicating the reason the O/A or PHA may contact the individual or organization. For example, the applicant may choose to have a relative as a contact for emergency purposes and an advocacy organization for assistance for tenancy purposes.

3. Tenants.

a. Although it is not required, O/As and PHAs should provide tenants who were not provided the opportunity to provide contact information at the time of application and admission, the option to complete form HUD-92006 and provide contact information at the time of their next annual reexamination/recertification.

b. O/As and PHAs **cannot** require tenants who have not provided contact information to provide the contact information at the time of annual recertification as providing this information is optional on the part of the individual or family.

c. Tenants may request to update, remove or change the information provided on form HUD-92006 at any time and O/As and PHAs must honor this request.

d. O/As and PHAs should provide tenants who have provided contact information using form HUD-92006, the opportunity to update, remove or change the information at the time of annual recertification to ensure that current information is on file. This includes allowing tenants who originally chose not to provide contact information the opportunity to provide contact information if they request to do so. Remember, providing contact information is optional on the part of applicants or tenants.

V. USE OF THE CONTACT INFORMATION.

O/As and PHAs will contact the individual or organization provided only for the use or uses indicated by the applicant or tenant on form HUD-92006. This contact information will assist the O/A or PHA in providing the delivery of any services or special care to the tenant and assist in any tenancy issues arising during the term of tenancy of the tenant.

VI. RETENTION OF CONTACT INFORMATION (Form HUD-92006).

1. O/As and PHAs must retain the form HUD-92006 with the applicant's application.

2. O/As or PHAs must retain the information for as long as the tenant is a resident. O/As and PHAs will follow program retention requirements for retention of tenant files after end of participation in the program or after move-out. For example, Multifamily O/As are required to retain tenant file information for term of tenancy plus three years.

VII. CONFIDENTIALITY OF CONTACT INFORMATION.

Section 644 requires that O/As and PHAs keep the contact information confidential. O/As and PHAs are allowed to release the information for the stated statutory purpose only: To assist the O/As or PHAs in providing services or special care for such tenants, and in resolving issues that may arise during the tenancy of such tenants.

VIII. OTHER INFORMATION.

Further questions on the requirements and implementation of Section 644 of the Housing and Community Development Act of 1992 and use of form HUD-92006, Supplement to Application for Federally Assisted Housing, should be directed to the local HUD Field Office in your jurisdiction.

IX. PAPERWORK REDUCTION.

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3520) and assigned OMB Control Number 2502-0581. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless the collection displays a currently valid OMB control number.

David H. Stevens
Assistant Secretary for Housing -
Federal Housing Commissioner

Sandra B. Henriquez
Assistant Secretary for Public and
Indian Housing

Attachment A

OMB Control # 2502-0581
Exp. 07/31/2012

Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants

SUPPLEMENT TO APPLICATION FOR FEDERALLY ASSISTED HOUSING

This form is to be provided to each applicant for federally assisted housing

Instructions: Optional Contact Person or Organization: You have the right by law to include as part of your application for housing, the name, address, telephone number, and other relevant information of a family member, friend, or social, health, advocacy, or other organization. This contact information is for the purpose of identifying a person or organization that may be able to help in resolving any issues that may arise during your tenancy or to assist in providing any special care or services you may require. **You may update, remove, or change the information you provide on this form at any time.** You are not required to provide this contact information, but if you choose to do so, please include the relevant information on this form.

Applicant Name:	
Mailing Address:	
Telephone No:	**Cell Phone No:**
Name of Additional Contact Person or Organization:	
Address:	
Telephone No:	**Cell Phone No:**
E-Mail Address (if applicable):	
Relationship to Applicant:	
Reason for Contact: (Check all that apply) ☐ Emergency ☐ Unable to contact you ☐ Termination of rental assistance ☐ Eviction from unit ☐ Late payment of rent	☐ Assist with Recertification Process ☐ Change in lease terms ☐ Change in house rules ☐ Other: _____
Commitment of Housing Authority or Owner: If you are approved for housing, this information will be kept as part of your tenant file. If issues arise during your tenancy or if you require any services or special care, we may contact the person or organization you listed to assist in resolving the issues or in providing any services or special care to you.	
Confidentiality Statement: The information provided on this form is confidential and will not be disclosed to anyone except as permitted by the applicant or applicable law.	

Legal Notification: Section 644 of the Housing and Community Development Act of 1992 (Public Law 102-550, approved October 28, 1992) requires each applicant for federally assisted housing to be offered the option of providing information regarding an additional contact person or organization. By accepting the applicant's application, the housing provider agrees to comply with the non-discrimination and equal opportunity requirements of 24 CFR section 5.105, including the prohibitions on discrimination in admission to or participation in federally assisted housing programs on the basis of race, color, religion, national origin, sex, disability, and familial status under the Fair Housing Act, and the prohibition on age discrimination under the Age Discrimination Act of 1975.

☐ Check this box if you choose not to provide the contact information.

Signature of Applicant **Date**

The information collection requirements contained in this form were submitted to the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). The public reporting burden is estimated at 15 minutes 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. Section 644 of the Housing and Community Development Act of 1992 (42 U.S.C. 13604) imposed on HUD the obligation to require housing providers participating in HUD's assisted housing programs to provide any individual or family applying for occupancy in HUD-assisted housing with the option to include in the application for occupancy the name, address, telephone number, and other relevant information of a family member, friend, or person associated with a social, health, advocacy, or similar organization. The objective of providing such information is to facilitate contact by the housing provider with the person or organization identified by the tenant to assist in providing any delivery of services or special care to the tenant and assist with resolving any tenancy issues arising during the tenancy of such tenant. This supplemental application information is to be maintained by the housing provider and maintained as confidential information. Providing the information is basic to the operations of the HUD Assisted-Housing Program and is voluntary. It supports statutory requirements and program and management controls that prevent fraud, waste and mismanagement. In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information, unless the collection displays a currently valid OMB control number.

Privacy Statement: Public Law 102-550, authorizes the Department of Housing and Urban Development (HUD) to collect all the information (except the Social Security Number (SSN)) which will be used by HUD to protect disbursement data from fraudulent actions.

The Following HUD Notice spells out the responsibilities of the Millport Apartments with regards to VAWA.

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

Special Attention of: Regional and Field Office Directors of Public Housing; Section 8 Financial Management Centers; Public Housing Agencies; Regional Directors; State and Area Coordinators

Notice: PIH 2006-42

Issued: December 27, 2006

Expires: December 31, 2007

SUBJECT: Violence Against Women and Justice Department Reauthorization Act 2005 Form HUD-50066 Certification of Domestic Violence, Dating Violence, or Stalking

1. **PURPOSE:** This notice transmits form HUD - 50066, Certification of Domestic Violence, Dating Violence, or Stalking for use in the Public Housing Program, Housing Choice Voucher Program (including project-based vouchers), Section 8 Project-Based Certificate Program, and Section 8 Moderate Rehabilitation Program (excluding Mod Rehab SRO), as required by the provisions of Sections 606 and 607 of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA), Public Law 109-162. VAWA provides that Public Housing Agencies (PHAs) and Section 8 owners or managers may request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking and that the incidence(s) of threatened or actual abuse are bona fide in determining whether the protections afforded to such individuals under VAWA are applicable.

2. **APPLICABILITY:** This form HUD - 50066 is for use by PHAs administering the Public Housing, Housing Choice Voucher (including project-based vouchers), Section 8 Project-based Certificate, and Section 8 Moderate Rehabilitation Programs (excluding the McKinney Act Mod Rehab SROs), as well as owners and managers participating in the aforementioned programs. A certification form for use in Section 8 programs administered by the Office of Housing will be issued under separate guidance.

3. BACKGROUND: **THE VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005 PROTECTS TENANTS AND FAMILY MEMBERS OF TENANTS WHO ARE VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING FROM BEING EVICTED OR TERMINATED FROM HOUSING ASSISTANCE BASED ON ACTS OF SUCH VIOLENCE AGAINST THEM. THESE PROVISIONS APPLY BOTH TO PUBLIC HOUSING AGENCIES ADMINISTERING PUBLIC HOUSING AND SECTION 8 PROGRAMS AND TO OWNERS RENTING TO FAMILIES UNDER SECTION 8 RENTAL ASSISTANCE PROGRAMS.**

   In general, the law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse. The law also provides that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence

and will not be "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

4. **CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING:** Among other requirements, Sections 606 and 607 of VAWA add certification and confidentiality provisions that allow for PHAs, owners or managers responding to an incident or incidents of actual or threatened domestic violence, dating violence or stalking that may affect a tenant's participation in the housing program to request in writing that an individual complete, sign and submit, within 14 business days of the request, a HUD-approved certification form. On the form, the individual certifies that he/she is a victim of domestic violence, dating violence, or stalking, and that the incident or incidences in question are bona fide incidences of such actual or threatened abuse. On the certification form, the individual shall provide the name of the perpetrator.

   In lieu of a certification form, or in addition to the certification form, a tenant may provide to PHAs, managers or owners, (1) a Federal, State, tribal, territorial, or local police record or court record; (2) documentation signed and attested to by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests 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, and the victim of domestic violence, or stalking has signed or attested to the documentation.

   An owner or PHA is not required to demand that an individual produce official documentation or physical proof of an individual's status as a victim of domestic violence, dating violence, sexual assault, or stalking in order to receive the protections of VAWA. Note that, a PHA, owner or manager, at their discretion, may provide assistance to an individual based solely upon the individual's statement or other corroborating evidence.

   The PHA, owner or manager should be mindful that the delivery of the certification form to the tenant in response to an incident via mail may place the victim at risk, e.g., the abuser may monitor the mail. Therefore, PHAs, owners and managers may require that the tenant come into the office to pick up the certification form and are encouraged to work with tenants to make delivery arrangements that do not place the tenant at risk.

   If the individual does not provide the form HUD - 50066 or the information that may be provided in lieu of the certification by the 14th business day or any extension of that date provided by the PHA, owner or manager, none of the protections afforded to the victim of domestic violence, dating violence or stalking by sections 606 or 607 will apply. The PHA, owner or manager would therefore be free to evict, or to terminate assistance, in the circumstances authorized by otherwise applicable law and lease provisions, without regard to the amendments made by Sections 606 and 607.

5. **DEFINITIONS: The following definitions were incorporated into the United States Housing Act and apply to this notice.**

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 share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating Violence: 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; and (iii) the frequency of interaction between the persons involved in the relationship.

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

Immediate Family Member: a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

6. NOTICE AND CONFIDENTIALITY: VAWA requires that PHAs, must notify tenants of their rights under VAWA, which includes the existence of the attached HUD form and the right to confidentiality and limits thereof. In doing so, PHAs may make the certification form available to all eligible families at the time of admission. Also, in the event of a termination or start of an eviction proceeding, PHAs may enclose the form with the appropriate notice and direct the family to complete, sign and return the form (if applicable) by a specified date. PHAs could also include language discussing the VAWA protections in the termination/eviction notice and request that a tenant come into the office to pick up the form if the tenant believes the VAWA protections apply.

All information provided to a PHA, manager or an owner relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, must be retained in confidence by the PHA or owner, and must neither be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is (i) requested or consented by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or, (iii) otherwise required by applicable law. The HUD-approved certification form provides notice to the tenant of the confidentiality of the form and the limits thereof.

PHAs must also notify owners and managers of their rights and obligation under VAWA. PHAs, owners and managers are encouraged to access VAWA via the Internet at the following Website addresses: http:www.gpoaccess.gov/plaws/index.html or http://thomas.loc.gov/bss/d1099/d109laws.html and search for Public Law 109-162 to access the text of the final law. The VAWA technical corrections bill (Public Law 109-271), was signed into law on August 12, 2006, and may be reviewed via an Internet link on Thomas (the Library of Congress Website, located at http://thomas.loc.gov/).

7. PAPERWORK REDUCTION

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3520) and assigned OMB control number 2577-0249. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

_ /s/_
Orla ndo J. Cabrera, Assistant Secretary
for Public and Indian Housing

8.3 SUITABILITY

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

B. The MILLPORT APARTMENTS C/O NCHA will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent;

2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;

3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;

3. History of disturbing neighbors or destruction of property;

4. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and

5. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The MILLPORT APARTMENTS C/O NCHA will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The MILLPORT APARTMENTS C/O NCHA will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse and co-head;

2. A rental history check of all adult family members;

3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the MILLPORT APARTMENTS C/O NCHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC); O/As and PHAs will make the determination, in accordance with their screening standards, whether the applicant and the applicant's household members meet the screening criteria. If these processes reveal that an applicant is a lifetime registered sex offender, or if the applicant withholds or falsifies information on the application, the O/A or PHA must deny admission to the program. Before admission can be denied, the

applicant must be notified of the right to dispute the accuracy and relevance of the background check information.

4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and

5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

8.4 GROUNDS FOR DENIAL

The MILLPORT APARTMENTS C/O NCHA is not required or obligated to assist applicants who:

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

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

C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;

D. Have a history of not meeting financial obligations, especially rent;

E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;

F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;

G. Have a history of disturbing neighbors or destruction of property;

H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;

I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;

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

L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The MILLPORT APARTMENTS C/O NCHA may waive this requirement if:

1. The person demonstrates to the MILLPORT APARTMENTS C/O NCHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;

2. Has successfully completed a supervised drug or alcohol rehabilitation program;

3. Has otherwise been rehabilitated successfully; or

4. Is participating in a supervised drug or alcohol rehabilitation program.

M. Have engaged in or threatened abusive or violent behavior towards any MILLPORT APARTMENTS C/O NCHA staff member or resident;

N. Have a household member who has ever been evicted from public housing;

O. Have a family household member who has been terminated under the certificate or voucher program;

P. **Denied for Life:** If any family member has been convicted of manufacturing or producing controlled substances or illegal drugs in a public housing development or in a Section 8 assisted property;

Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

8.5 INFORMAL REVIEW (See Appendix B: Grievance Procedure)

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

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

B. The participant family may request that the MILLPORT APARTMENTS C/O NCHA provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

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

9.0 MANAGING THE WAITING LIST

9.1 OPENING AND CLOSING THE WAITING LIST

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

The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

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

9.2 ORGANIZATION OF THE WAITING LIST

One waiting list will be maintained for the Millport Apartments in accordance with the following guidelines:

A. The application will be a permanent file;

B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and

C. Any contact between the MILLPORT APARTMENTS C/O NCHA and the applicant will be documented in the applicant file.

9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to nearing the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If, based on this verification, the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The MILLPORT APARTMENTS C/O NCHA must notify the family in writing of this determination and give the family the opportunity for an informal review.

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

9.4 UPDATING AND PURGING THE WAITING LIST

The MILLPORT APARTMENTS C/O NCHA will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the MILLPORT APARTMENTS C/O NCHA has current information, i.e. applicant's address, family composition, income category, and preferences.

9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The MILLPORT APARTMENTS C/O NCHA will not remove an applicant's name from the waiting list unless:

A. The applicant requests in writing that the name be removed;

B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or

C. The applicant does not meet either the eligibility or suitability criteria for the program.

9.6 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the MILLPORT APARTMENTS C/O NCHA will be sent a notice of termination of the process for eligibility.

The MILLPORT APARTMENTS C/O NCHA will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the MILLPORT APARTMENTS C/O NCHA will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

9.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the MILLPORT APARTMENTS C/O NCHA, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The MILLPORT APARTMENTS C/O NCHA system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the MILLPORT APARTMENTS C/O NCHA will verify that there is in fact a disability and the disability caused the failure to respond, and will provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

The MILLPORT APARTMENTS C/O NCHA will select families who are apparently eligible, and, based on the following preferences within each bedroom size category based on our local housing needs and priorities, will place them on the waiting list in the following order:

A. Applicants with an adult family member who either lives or works or has been hired to work in the Town of New Canaan.
B. All other applicants.

Based on the above preferences, all families in preference A will be offered housing before any families in preference B.

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

Not withstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

Buildings Designed for the Elderly and Disabled:

Not applicable to MILLPORT APARTMENTS C/O NCHA.

Buildings Designated as Elderly Only Housing:

Not applicable to MILLPORT APARTMENTS C/O NCHA.

Buildings Designated for Disabled Only Housing:

Not applicable to MILLPORT APARTMENTS C/O NCHA.

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.

10.2 ASSIGNMENT OF BEDROOM SIZES

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

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	5	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the MILLPORT APARTMENTS C/O NCHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster care.

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

A. Children of the same sex will share a bedroom.

B. Children of the opposite sex, both under the age of six (6), will share a bedroom.

C. Adults and children will not be required to share a bedroom.

D. Foster adults and/or foster children will not be required to share a bedroom with family members.

E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

A. Units smaller than assigned through the above guidelines. A family may request a smaller unit size than the guidelines allow. The MILLPORT APARTMENTS C/O NCHA will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for or until the family size changes, whichever may occur first.

B. Units larger than assigned through the above guidelines. A family may request a larger unit size than the guidelines allow. The MILLPORT APARTMENTS C/O NCHA will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.

C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size

unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

10.3 SELECTION FROM THE WAITING LIST

The MILLPORT APARTMENTS C/O NCHA shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met MILLPORT APARTMENTS C/O NCHA shall semi-annually monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list MILLPORT APARTMENTS C/O NCHA will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

10.4 DECONCENTRATION POLICY

The MILLPORT APARTMENTS C/O NCHA will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

10.5 OFFER OF A UNIT

When the MILLPORT APARTMENTS C/O NCHA discovers that a unit will become available, MILLPORT APARTMENTS C/O NCHA will contact the first family on the waiting list who has the highest priority for this type of unit and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The MILLPORT APARTMENTS C/O NCHA will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the MILLPORT APARTMENTS C/O NCHA regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the MILLPORT APARTMENTS C/O NCHA will send the family a letter documenting the offer and the rejection.

10.6 REJECTION OF UNIT

If the MILLPORT APARTMENTS C/O NCHA did not skip over other families on the waiting list to reach this family, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

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

10.7 ACCEPTANCE OF UNIT

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

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

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, and the current schedule of routine maintenance charges. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with MILLPORT APARTMENTS C/O NCHA personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the MILLPORT APARTMENTS C/O NCHA will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a <u>security deposit</u> at the time of lease signing. The security deposit will be equal to **one month Total Tenant Payment or $100.00, whichever is greater.**

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

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit.

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

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, the MILLPORT APARTMENTS C/O NCHA adds the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the MILLPORT APARTMENTS C/O NCHA subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

11.1 INCOME

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

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

B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

C. Are not specifically excluded from annual income.

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

Annual income includes, but is not limited to:

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

B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.

C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

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

F. Welfare assistance (TANF)

1. **Not Applicable – Connecticut is not an "as paid" state.**

2. Imputed welfare income

a. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the MILLPORT APARTMENTS C/O NCHA by the welfare agency) plus the total amount of other annual income.

b. At the request of the MILLPORT APARTMENTS C/O NCHA, the welfare agency will inform the MILLPORT APARTMENTS C/O NCHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the MILLPORT APARTMENTS C/O NCHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The MILLPORT APARTMENTS

C/O NCHA will use this information to determine the amount of imputed welfare income for a family.

c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the MILLPORT APARTMENTS C/O NCHA by the welfare agency).

d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

e. The MILLPORT APARTMENTS C/O NCHA will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.

f. If a resident is not satisfied that the MILLPORT APARTMENTS C/O NCHA has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the MILLPORT APARTMENTS C/O NCHA denies the family's request to modify such amount, then the MILLPORT APARTMENTS C/O NCHA shall give the resident written notice of such denial, with a brief explanation of the basis for the MILLPORT APARTMENTS C/O NCHA's determination of the amount of imputed welfare income. The MILLPORT APARTMENTS C/O NCHA's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.

3. Relations with welfare agencies

a. The MILLPORT APARTMENTS C/O NCHA will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the MILLPORT APARTMENTS C/O NCHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

b. The MILLPORT APARTMENTS C/O NCHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the MILLPORT APARTMENTS C/O NCHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

c. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The MILLPORT APARTMENTS C/O NCHA shall rely on the welfare agency notice to the MILLPORT

APARTMENTS C/O NCHA of the welfare agency's determination of a specified welfare benefits reduction.

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

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

11.2 ANNUAL INCOME

Annual income does not include the following:

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

B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;

D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

E. Income of a live-in aide;

F. The full amount of student financial assistance paid directly to the student or to the educational institution;

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

H. The amounts received from the following programs:

1. Amounts received under training programs funded by HUD;

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

3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the MILLPORT APARTMENTS C/O NCHA governing board. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under

employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring or sporadic income (including gifts);

7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

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

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

10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:

    a. Comparable Federal, State or local law means a program providing employment training and supportive services that:

        i. Is authorized by a Federal, State or local law;
        ii. Is funded by the Federal, State or local government;
        iii. Is operated or administered by a public agency; and
        iv. Has as its objective to assist participants in acquiring employment skills.

    b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

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

11. The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:

    a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.

    b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.

    c. Families who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program.

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

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

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

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

13. 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;

14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:

    a. The value of the allotment of food stamps

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

    c. Payments received under the Alaska Native Claims Settlement Act

    d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes

    e. Payments made under HHS's Low-Income Energy Assistance Program

    f. Payments received under the Job Training Partnership Act

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

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

    i. Amount of scholarships awarded under Title IV including Work Study

    j. Payments received under the Older Americans Act of 1965

    k. Payments from Agent Orange Settlement

    l. Payments received under the Maine Indian Claims Act

    m. The value of childcare under the Childcare and Development Block Grant Act of 1990

    n. Earned income tax credit refund payments

    o. Payments for living expenses under the Americorps Program

The MILLPORT APARTMENTS C/O NCHA will not provide exclusions from income in addition to those already provided for by HUD, above.

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

A. $480 for each dependent;

B. $400 for any elderly family or disabled family;

C. The sum of the following, to the extent the sum exceeds three percent of annual income:

1. Unreimbursed medical expenses of any elderly family or disabled family; and

2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.

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

11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) days of receipt by the resident.

B. The Executive Director shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.

C. After the reconciliation is complete, the MILLPORT APARTMENTS C/O NCHA shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the MILLPORT APARTMENTS C/O NCHA shall do one of the following:

1. Immediately collect the back rent due to the agency;

2. Establish a repayment plan for the resident to pay the sum due to the agency;

3. Terminate the lease and evict for failure to report income; or

4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

11.5 COOPERATING WITH WELFARE AGENCIES

The MILLPORT APARTMENTS C/O NCHA will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and

B. To provide written verification to the MILLPORT APARTMENTS C/O NCHA concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

12.0 VERIFICATION

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

12.1 ACCEPTABLE METHODS OF VERIFICATION

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

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the MILLPORT APARTMENTS C/O NCHA or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

When third party verification cannot be obtained, the MILLPORT APARTMENTS C/O NCHA will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the MILLPORT APARTMENTS C/O NCHA has been unable to obtain third party verification in a 4- week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the MILLPORT APARTMENTS C/O NCHA will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

MILLPORT APARTMENTS C/O NCHA HAS IMPLEMENTED USE OF HUD's EIV System in order to retrieve integrated income data to improve income verification during required income reexaminations. EIV provides the following information:

1. Monthly employer new hires
2. Quarterly wages (including employer information), Federal wages are available
3. Quarterly unemployment compensation
4. Monthly social security (SS) and supplement security income (SSI) benefits

Staff is trained and certified to use the EIV system and is committed to the adherence off all HUD criteria, restrictions, etc. Tenants and applicants are furnished with the HUD pamphlet outlining its uses and conditions.

12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the MILLPORT APARTMENTS C/O NCHA will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports, EIV	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance		

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion	N/A Evidence of job start

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

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

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

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

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their

status and a verification consent form and provide their original INS documentation. The MILLPORT APARTMENTS C/O NCHA will make a copy of the individual's INS documentation and place the copy in the file. The MILLPORT APARTMENTS C/O NCHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the MILLPORT APARTMENTS C/O NCHA will mail information to the INS in order that a manual check can be made of INS records.

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

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

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

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

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

If the MILLPORT APARTMENTS C/O NCHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members must provide this verification prior to being added to the lease.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the MILLPORT APARTMENTS C/O NCHA will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The MILLPORT APARTMENTS C/O NCHA will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

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

12.5 TIMING OF VERIFICATION

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

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. Or, the MILLPORT APARTMENTS C/O NCHA will only verify and update those elements reported to have changed.

12.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

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

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

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

A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.

B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:

   1. The family's income has decreased.

   2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.

   3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the MILLPORT APARTMENTS C/O NCHA will provide them with the following information whenever they have to make rent decisions:

   1. The MILLPORT APARTMENTS C/O NCHA's policies on switching types of rent in case of a financial hardship; and

   2 The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the MILLPORT APARTMENTS C/O NCHA will provide the amount of income-based rent for the subsequent year only the year the MILLPORT APARTMENTS C/O NCHA conducts an income reexamination or if the family specifically requests it and submits updated income information.

13.2 THE INCOME METHOD

The total tenant payment is equal to the highest of:

A. 10% of the family's monthly income;

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

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

D. The minimum rent of $25.

13.3 MINIMUM RENT

The MILLPORT APARTMENTS C/O NCHA has set the minimum rent at $25. If the family requests a hardship exemption, however, the MILLPORT APARTMENTS C/O NCHA will suspend the minimum rent beginning the month following the family's request until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

2. When the family would be evicted because it is unable to pay the minimum rent;

3. When the income of the family has decreased because of changed circumstances, including loss of employment; and

4. When a death has occurred in the family.

B. No hardship. If the MILLPORT APARTMENTS C/O NCHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

C. Temporary hardship. If the MILLPORT APARTMENTS C/O NCHA reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

D. Long-term hardship. If the MILLPORT APARTMENTS C/O NCHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

E. Appeals. The family may use the grievance procedure to appeal the MILLPORT APARTMENTS C/O NCHA's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 THE FLAT RENT

The MILLPORT APARTMENTS C/O NCHA has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The MILLPORT APARTMENTS C/O NCHA determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The MILLPORT APARTMENTS C/O NCHA will post the flat rents at the development and at the central office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

There is no utility allowance for families paying a flat rent.

13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

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

A. The family was receiving assistance on June 19, 1995;

B. The family was granted continuation of assistance before November 29, 1996;

C. The family's head or spouse has eligible immigration status; and

D. **The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.**

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The MILLPORT APARTMENTS C/O NCHA will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the MILLPORT APARTMENTS C/O NCHA will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

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

A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the MILLPORT APARTMENTS C/O NCHA. The 95th percentile is called the maximum rent.

B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.

C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.

D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.6 UTILITY ALLOWANCE

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

The utility allowance will be subtracted from the family's income rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the MILLPORT APARTMENTS C/O NCHA. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For MILLPORT APARTMENTS C/O NCHA paid utilities, the MILLPORT APARTMENTS C/O NCHA will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the MILLPORT APARTMENTS C/O NCHA will be billed to the tenant monthly.

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

Families with high utility costs are encouraged to contact the MILLPORT APARTMENTS C/O NCHA for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

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

13.7 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents should be paid by mailing a check to **Millport Apartments c/o Phoenix Management, PO Box 1356, Stamford, CT 06904.** Reasonable accommodations for this requirement will be made for persons with disabilities. No cash shall be accepted as a rent payment.

If the rent is not paid by the tenth of the month, a Notice to Vacate will be issued to the tenant. In addition, a late charge of $1 a day will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of $15 for processing costs as well as any fees levied by the bank.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

THE MILLPORT APARTMENTS AT NCHA WILL ADHERE TO THE FOLLOWING HUD NOTICE WITH REGARDS TO THE COMMUNITY SERVICE AND SELF-SUFFICIENCY REQUIREMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of Public and Indian Housing

Community Service and Self-Sufficiency Requirement (CSSR) and in response to an audit report issued by the Office of Inspector General on March 24, 2008. This Notice addresses:

- Statutory/Regulatory Requirements for Administering CSSR;
- Data Collection and Reporting Requirements;
- Action to take against non-compliant tenants; and,
- Penalties/sanctions against PHAs housing ineligible households.

2. **Applicability:** This Notice applies to PHAs that administer the Public Housing Program and all HUD Field Offices with Public Housing Programs. This Notice supersedes all previous guidance and provides clarification guidance on administering the CSSR. Congress reserves the right to postpone enforcement of CSSR through annual appropriations acts.

3. **Background:** Section 12(c) [42 U.S.C. Section 1437j] of the United States Housing Act of 1937, as amended on October 12, 1998 by Section 512 (Pub. L. 105-276) of the Quality Housing and Work Responsibility Act of 1998, contained a CSSR that every adult resident of public housing contribute eight hours of community service each month, or participate in an economic self-sufficiency program for eight hours each month. Regulations for the CSSR requirement can be found at 24 CFR Subpart F, 960.600 through 960.609.

Public and Indian Housing (PIH) Notice 2003-17, issued June 20, 2003, notified PHAs of the reinstatement of the

CSSR.

4. **Statutory/Regulatory Requirements for Administering CSSR:** 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 is not employment and may not include politica1 activities." (See 24 CFR 960.601(b) definition of Community Service).

   Community service volunteer work and economic self-sufficiency requirements mandate that each nonexempt adult household member (18 years or older) shall either contribute 8 hours per month of community service within his or her community, or participate in an economic self-sufficiency program for 8 hours per month (see 24 CFR 960.603(a)). The requirements can also be met by a combination of 8 hours of community service and participation in an economic self-sufficiency program. At least 8 hours of activity must be performed each month (see 24 CFR 960.603(a)). An individual may not skip a month and then double up the following month, unless special circumstances warrant it. The PHA will determine whether to permit a deviation from the schedule (see 24 CFR 960.605).

5. **Administrative Provisions:** PHAs develop a local policy for administration of the CSSR for public housing residents (see 24 CFR 960.605(a)) within the Admissions and Continued Occupancy Policies (ACOP). Elements of the CSSR policy include, but are not limited to, the PHA responsibility to administer the requirement; eligible and non-eligible activities; exemptions from the requirement; and compliance review standards. These elements are described further in this document.

   PHAs may administer qualifying community service and self-sufficiency activities directly, or make the activities available to residents through a contractor or partnership with qualifying organizations (including resident organizations), community agencies, or institutions (see 24 CFR 960.605(b)).

   In administering the CSSR, a PHA provides, to the extent possible, names and contacts of agencies offering opportunities for residents, including persons with disabilities, to fulfill their community service obligations. Persons with disabilities are exempt from the requirement only if they certify that because of their disabilities, they cannot comply with the requirement (see 24 CFR 960.601(b)).

   In administering the CSSR, PHAs are free to coordinate with social service agencies, local schools and human service offices to develop a referral list of names and agency contacts. HUD strives to provide maximum flexibility to PHAs to allow successful CSSR implementation without adding excessive costs or administrative burdens (see 24 CFR 960.605(b)).

   HUD urges PHAs and their tenants to carry out this provision in a manner consistent with Congressional intent, as discussed in the Senate Committee Report (S. Rep. No. 63, 105th Congress. 1st Session 1997) that states "*the provision is not intended to be perceived as punitive, but rather considered as rewarding activity that will assist residents in improving their own and their neighbors' economic and social well-being and give residents a greater stake in their communities".* The requirement is intended to provide residents an opportunity to demonstrate that they are "giving something back" to their communities and to facilitate upward mobility.

6. **Community Services:** Eligible community service activities include, but are not limited to, work at:

   A. Local public or nonprofit institutions, such as schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);
   B. Nonprofit organizations serving PHA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;
   C. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
   D. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
   E. PHA housing to improve grounds or provide gardens (so long as such work does not alter the PHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board; and,
   F. Care for the children of other residents so parents may volunteer.

   PHAs may form their own policy in regards to accepting community services at profit-motivated entities, acceptance of volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work.

7. **Self-Sufficiency:** Eligible self-sufficiency activities include, but are not limited to:

   A. Job readiness or job training;
   B. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor) or other training providers;

C. Higher education (junior college or college);
D. GED classes;
E. Apprenticeships (formal or informal);
F. Substance abuse or mental health counseling;
G. Reading, financial and/or computer literacy classes;
H. English as a second language and/or English proficiency classes;
I. Budgeting and credit counseling; and,
J. Any activity required by the Department of Public Assistance under Temporary Assistance for Needy Families (TANF).

8. CSSR Partnerships: PHAs with a ROSS program, ROSS Service Coordinators or FSS program may coordinate Individual Training and Services Plans (ITSPs) with CSSR. The ITSP is a tool to plan, set goals and track movement towards self-sufficiency through education, work readiness and other supportive services such as health, mental health and work supports. Specific CSSR activities may be included in ITSPs to enhance a person's progress towards self-sufficiency. Regular meetings with PHA coordinators may satisfy CSSR activities and PHA coordinators may verify community service hours within individual monthly logs.

PHAs are encouraged to create agreements with local organizations, including faith-based and community organizations, to assist CSSR. Specifically, such agreements would allow local organizations to advertise their programs, assist with transportation, child-care or other barriers to CSSR attainment and verify hours within individual monthly logs.

9. Exempt Residents: The Admissions and Continuing Occupancy Policy (ACOP) presents how the PHA determines if an individual is exempt from the CSSR and the documentation needed to support the exemption. Exemptions for adult residents unable to participate, as codified at 24 CFR 960.601, include persons who are:

A. 62 years or older;
B. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c),
   1. who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or
   2. is a primary caretaker of such individual;
C. Engaged in work activities (see Notice PIH 2003-17 (HA)). In order for an individual to be exempt from the CSSR requirement because he/she is "engaged in work activities," the person must be participating in an activity that meets one of the following definitions of "work activity" contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):
   1. Unsubsidized employment;
   2. Subsidized private-sector employment;
   3. Subsidized public-sector employment;
   4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
   5. On -the-job-training;
   6. Job-search and job-readiness assistance;
   7. Community service programs;
   8. Vocational educational training (not to exceed 12 months with respect to any individual);
   9. Job-skills training directly related to employment;
   10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
   11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate; and,

12. The provision of childcare services to an individual who is participating in a community service program;

D. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which PHA is located including a State-administered Welfare-to-Work program; or,

E. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State in which the PHA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

PHAs are encouraged to use 30 hours per week as the minimum number of hours for a work activity as described in Section 407(d) of the Social Security Act, and implementing regulations 45 CFR 261.31(1)(a)(1). PHAs can use reasonable guidelines in clarifying this statutory list of work activities in coordination with the Temporary Assistance to Needy Families (TANF) agency, as appropriate (see Notice PIH 2004-17(HA)).

PHAs must describe in its CSSR policy the process to determine which family members are exempt from the requirement, as well as the process for determining any changes to the exempt status of the family member. PHAs provide the family a copy of CSSR policy at initial application and secure certification of receipt as shown in Attachment A, (see 24 CFR 960.605(c)(2)).

PHAs make the final determination whether to grant an exemption from the community service requirement. If a resident does not agree with the PHA's determination, the resident may dispute the decision through the PHA's Grievance Procedures (see 24 CFR Part 966 Subpart B, 24 CFR 960.607(b).

PHAs include in the CSSR policy that an exemption to the requirement is verified annually by the PHA. At least 30 days before the annual reexamination and/or lease expiration, the PHA reviews the exempt or nonexempt status and compliance of family members (see 24 CFR 960.605(c)(3)).

10. Noncompliant Residents: Pursuant to 24 CFR 960.605 and 960.607, PHAs annually review resident compliance at least 30 days prior to the end of the twelve-month lease. PHAs secure a certification of CSSR compliance from non-exempt family members as shown in Attachment B. If a PHA finds a tenant is non-compliant with CSSR, then written notice from the PHA to the tenant states:

A. Finding of non-compliance with CSSR.

B. Lease renewal is contingent upon compliance or execution of a written work-out agreement with the PHA presenting the means through which noncompliant family members will comply or the family provides written assurance that is satisfactory to the PHA explaining that the tenant or other noncompliant resident no longer resides in the unit.

C. The tenant may request a grievance hearing on the PHA determination, in accordance with 24 CFR Part 966, subpart B, and that the tenant may exercise any available judicial remedy to seek timely redress for the PHA's nonrenewal of the lease because of such determination.

11. Enforcement Documentation: PHAs are required to initiate due process (see 24 CFR 966.53(c)) against households failing to comply with lease requirements including CSSR. When initiating due process, the following procedural safeguards are required:

A. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

B. Right of the tenant to be represented by counsel;

C. Opportunity for the tenant to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and,

D. A decision on the merits.

12. Resident Responsibilities: At lease execution or re-examination, after the effective date of the adopted policy, all adult members (18 or older) of a public housing resident family must:

A. Provide documentation that they qualify for an exemption, if they claim to be exempt from the CSSR. (24 CFR 960.601(b)). Documentation provided by the tenant will be used by the PHA to determine whether the tenant is exempt from the CSSR; and,
B. Sign a certification (Attachment A) that they have received and read the policy and understand that if they are not exempt, failure to comply with the community service requirement will result in nonrenewal of their lease, per 24 CFR 966.4(l)(2)(iii)(D).

At each annual reexamination, nonexempt family members must present documentation of activities performed over the previous 12 months. Documentation will include signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.

If during reexamination a family member is found to be non-compliant, then the member and the head of household sign an agreement with the PHA to make up the deficient hours over the next 12-month period (see 24 CFR 960.607(c)) or the lease will be terminated.

When a non-exempt person becomes exempt, it is his or her responsibility to report this to the PHA and provide documentation. When an exempt person becomes non-exempt, it is his or her responsibility to report this to the PHA.

13. **Prohibition of CSSR for PHA Responsibilities:** Pursuant to 24 CFR 960.609, no PHA may substitute community service activity performed by a resident for work ordinarily performed by a PHA employee.

14. **Documentation of CSSR Completion:** At each regularly scheduled rent re-examination, each non-exempt family member presents a signed certification on a form provided by the PHA of CSSR activities performed over the previous twelve (12) months. Each PHA develops a standardized form with places for signature confirmation by supervisors, instructors, or counselors certifying the number of hours contributed. Supporting documentation will be requested of the resident to verify CSSR participation or exempt status. Copies of the certification forms and supporting documentation must be retained in PHA files. PHAs must obtain verification of CSSR completion administered through outside organizations.

15. **50058 Coding:** The Instruction Booklet for Form HUD 50058 contains information on coding CSSR status. At the time of program admission, enter either 3 or 4. At annual renewals, revise the 3 for pending status to either 1 or 2. If code 3 is used after the first year, this means the PHA is still in the process of verifying CSSR compliance or that a lease renewal is pending. The following is enhanced guidance on CSSR coding:

    1 - PHA determines resident is not exempt and is in compliance with CSSR
    2 - PHA determines resident is not exempt and not complying with CSSR
    3 - PHA is in the process of verifying CSSR compliance or renewing the lease
    4 - PHA determines resident is exempt
    5 - Do not use this code for "not applicable" under any circumstance

16. **Monitoring:** HUD Headquarters sends Field Offices a monthly Community Service Monitoring Report generated by PIC. This report alerts Field Offices of potential CSSR non-compliance issues. Field Offices contact and advise those PHAs showing non-compliant public housing residents.

    Remote monitoring is the primary method by which PHAs are assessed for potential CSSR problems. Remote monitoring provides information for on-site reviews and identifies potential issues, problems, concerns and negative trends in regards to CSSR compliance.

17. **Sanctions Against PHAs:** Section 6(j)(4)(A) of the United States Housing Act of 1937 provides sanctions against any housing authority failing to comply substantially with any provision of the Act relating to the public housing program. Sanctions include, but are not limited to, terminating, withholding, or reducing assistance payments. These sanctions are applicable to housing authorities failing to substantially comply with the CSSR requirement.

18. **Further Information:** Direct inquiries to Melosan Bell or Dina Elani of the Office of Public Housing and Voucher Programs at (202) 402-4021 or (202) 402-2071, respectively.

19. Paperwork Reduction: The information collection requirements contained in this Notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3520) and assigned OMB control numbers 2577-0083 and 2577-0226. A renewal of OMB control number 2577-0230 is pending for enhanced CSSR reporting.

/s/

Sandra B. Henriquez, Assistant Secretary

for Public and Indian Housing

Attachment A

Community Services and Self-Sufficiency Requirement Certification
For Non-Exempt Individuals
Entrance Acknowledgement

Date:
Participant Name:

I have received and read the Community Services and Self Sufficiency Requirement. I understand that as a resident of public housing, I am required by law to contribute 8 hours per month of community service or participate in an economic self-sufficiency program. I further understand that if I am not exempt, failure to comply with CSSR is grounds for lease nonrenewal. My signature below certifies I received notice of this requirement at the time of initial program participation.

Signature: _____
Date of Signature: _____

Attachment B

Community Services and Self-Sufficiency Requirement Certification
For Non-Exempt Individuals

Annual Renewal

Date:
Participant Name:

I understand that as a resident of public housing, I am required by law to contribute 8 hours per month of community service or participate in an economic self-sufficiency program. I certify I have complied with this requirement.

Signature: _____
Date of Signature: _____

15.0 RECERTIFICATIONS

At least annually, the MILLPORT APARTMENTS C/O NCHA will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

15.1 GENERAL

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

During the appointment, the MILLPORT APARTMENTS C/O NCHA will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. <u>The letter will also advise that failure by the family to attend the second scheduled interview will result in the MILLPORT APARTMENTS C/O NCHA taking eviction actions against the family.</u>

15.3 FLAT RENTS

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

A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the income amount.

B. The amount of the flat rent.

C. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.

D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.

E. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:

1. The family's income has decreased.

2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.

3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

F. The dates upon which the MILLPORT APARTMENTS C/O NCHA expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.

H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, MILLPORT APARTMENTS C/O NCHA will send a reexamination letter to the family offering the choice between a flat or an income rent (see **Appendix G**) The opportunity to select the flat rent is available only at this time. At the appointment, the MILLPORT APARTMENTS C/O NCHA may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the MILLPORT APARTMENTS C/O NCHA representative, they may make the selection on the form and return the form to the MILLPORT APARTMENTS C/O NCHA. In such case, the MILLPORT APARTMENTS C/O NCHA will cancel the appointment.

15.4 THE INCOME METHOD

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

Upon receipt of verification, the MILLPORT APARTMENTS C/O NCHA will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

A. 10% of monthly income;

B. 30% of adjusted monthly income;

C. The welfare rent; or

D. The minimum rent.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

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

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

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

15.6 INTERIM REEXAMINATIONS

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

Families will not be required to report any increase in income or decrease in allowable expenses between annual reexaminations.

Families are required to report the following changes to the MILLPORT APARTMENTS C/O NCHA between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

A. The family's monthly income has increased by $200.00 or more

B. A member has been added to the family through birth or adoption or court-awarded custody.

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

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The MILLPORT APARTMENTS C/O NCHA will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the MILLPORT APARTMENTS C/O NCHA will take timely action to process the interim reexamination and recalculate the tenant's rent.

15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the MILLPORT APARTMENTS C/O

NCHA may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

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

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

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

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

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

A. To address emergency situations.

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

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

D. To eliminate vacancy loss and other expenses due to unnecessary transfers.

16.2 CATEGORIES OF TRANSFERS

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

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

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

16.3 DOCUMENTATION

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

16.4 PROCESSING TRANSFERS

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

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

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

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

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

A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.

B. If the transfer is being made at the request of the MILLPORT APARTMENTS C/O NCHA and the family rejects two offers without good cause, the MILLPORT APARTMENTS C/O NCHA will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the MILLPORT APARTMENTS C/O NCHA's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.

C. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.5 COST OF THE FAMILY'S MOVE

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

A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);

B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;

C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or

D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the MILLPORT APARTMENTS C/O NCHA in the following circumstances:

A. When the transfer is needed in order to carry out rehabilitation activities; or

B. When action or inaction by the MILLPORT APARTMENTS C/O NCHA has caused the unit to be unsafe or inhabitable.

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

16.6 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the MILLPORT APARTMENTS C/O NCHA. This means the family must be in compliance with their lease, current in all payments to the MILLPORT APARTMENTS C/O NCHA, and must pass a housekeeping inspection.

16.7 TRANSFER REQUESTS

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

The MILLPORT APARTMENTS C/O NCHA will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

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

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

16.8 RIGHT OF THE MILLPORT APARTMENTS C/O NCHA 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 will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

17.0 INSPECTIONS

An authorized representative of the MILLPORT APARTMENTS C/O NCHA and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the MILLPORT APARTMENTS C/O NCHA file and a copy given to the family member.

An authorized MILLPORT APARTMENTS C/O NCHA representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any MILLPORT APARTMENTS C/O NCHA damages to the unit.

17.1 MOVE-IN INSPECTIONS

The MILLPORT APARTMENTS C/O NCHA and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

17.2 ANNUAL INSPECTIONS

The MILLPORT APARTMENTS C/O NCHA will inspect each public housing unit annually to ensure that each unit meets the MILLPORT APARTMENTS C/O NCHA's housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

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

17.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the MILLPORT APARTMENTS C/O NCHA.

17.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, the MILLPORT APARTMENTS C/O NCHA will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

17.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the MILLPORT APARTMENTS C/O NCHA will give the tenant at least two (2) days written notice.

17.7 EMERGENCY INSPECTIONS

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

17.8 PRE-MOVE-OUT INSPECTIONS

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

17.9 MOVE-OUT INSPECTIONS

The MILLPORT APARTMENTS C/O NCHA conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

18.0 PET POLICY

18.1 EXCLUSIONS

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

18.2 PETS IN PUBLIC HOUSING

The MILLPORT APARTMENTS C/O NCHA allows for pet ownership in its developments with the written pre-approval of the MILLPORT APARTMENTS C/O NCHA. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the MILLPORT APARTMENTS C/O NCHA harmless from any claims caused by an action or inaction of the pet.

18.3 APPROVAL

Residents must have the prior written approval of the MILLPORT APARTMENTS C/O NCHA before moving a pet into their unit. Residents must request approval from the MILLPORT APARTMENTS C/O NCHA in writing before the Housing Authority will approve the request. At this time, residents must provide the Housing Authority with a copy of a certification of the pet's inoculations as well as a picture of the pet so it can be identified if it is running loose.

18.4 TYPES AND NUMBER OF PETS

The MILLPORT APARTMENTS C/O NCHA will allow only common household pets. This means only domesticated animals such as a cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

Dogs of any size or type are not permitted.

All cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact and documentation must be provided to MILLPORT APARTMENTS C/O NCHA prior to approval of pet ownership.

The following schedule details the number of pets permitted per unit size:

Unit Size	**Pets**
Two Bedrooms	**2**
Three Bedrooms	**2**
Four or More Bedrooms	**2**

Any animal deemed to be potentially harmful to the health or safety of others will not be allowed.

No animal may exceed 30 pounds in weight projected to full adult size.

18.5 INOCULATIONS

In order to be permitted at the MILLPORT APARTMENTS C/O NCHA, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the MILLPORT APARTMENTS C/O NCHA to attest to the inoculations.

18.6 PET DEPOSIT

A pet deposit equal to $150/pet or the Total Tenant Payment, whichever is the lesser of the two, is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

18.7 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the MILLPORT APARTMENTS C/O NCHA reserves the right to exterminate and charge the resident.

18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or MILLPORT APARTMENTS C/O NCHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets who 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 shall be considered a nuisance.

18.9 DESIGNATION OF PET AREAS

All pets must be kept in the owner’s apartment at all times. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of assistive animals no pets shall be allowed in the community room, public bathrooms, or office of the MILLPORT APARTMENTS.

18.10 MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over 12 hours. If the pet is left unattended and no arrangements have been made for its care, the MILLPORT APARTMENTS C/O NCHA will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their pets from fleas and ticks.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner’s apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet’s owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within 10 days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The MILLPORT APARTMENTS C/O NCHA's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

18.11 REMOVAL OF PETS

The MILLPORT APARTMENTS C/O NCHA, or an appropriate community authority, shall require the removal of any pet if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the site or of other persons in the community where the development is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the MILLPORT APARTMENTS C/O NCHA has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will by the responsibility of the pet owner.

19.0 REPAYMENT AGREEMENTS

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

20.0 TERMINATION

20.1 TERMINATION BY TENANT

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

20.2 TERMINATION BY THE HOUSING AUTHORITY

The MILLPORT APARTMENTS C/O NCHA will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

A. Nonpayment of rent or other charges;

B. A history of late rental payments;

C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;

D. Failure to allow inspection of the unit;

E. Failure to maintain the unit in a safe and sanitary manner;

F. Assignment or subletting of the premises;

G. Use of the premises for purposes other than as a dwelling;

H. Destruction of property;

I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;

J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of illegal drugs or controlled substances on the premises of the MILLPORT APARTMENTS C/O NCHA;

K. Non-compliance with Non-Citizen Rule requirements;

L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and

M. Other good cause.

The MILLPORT APARTMENTS C/O NCHA will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

20.3 ABANDONMENT

The MILLPORT APARTMENTS C/O NCHA will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, any MILLPORT APARTMENTS C/O NCHA representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the MILLPORT APARTMENTS C/O NCHA does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

The MILLPORT APARTMENTS C/O NCHA will mail a notice of the sale or disposition to the resident and then wait **10 days from date of notice for tenant to contact LL. see 47a-11 CGS.** Family pictures, keepsakes, and personal papers cannot be sold or disposed of until 30 days after the MILLPORT APARTMENTS C/O NCHA mails the notice of abandonment.

Any money raised by the sale of the property goes to cover money owed by the family to the MILLPORT APARTMENTS C/O NCHA such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the MILLPORT APARTMENTS C/O NCHA will mail it to the family. If the family's address is not known, the MILLPORT APARTMENTS C/O NCHA will keep it for the resident for one year. If it is not claimed within that time, it belongs to the MILLPORT APARTMENTS C/O NCHA.

Within 30 days of learning of abandonment, the MILLPORT APARTMENTS C/O NCHA will either return the deposit or provide a statement of why the deposit is being kept.

20.4 RETURN OF SECURITY DEPOSIT

After a family moves out, the MILLPORT APARTMENTS C/O NCHA will return the security deposit within 30 calendar days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

If State law requires the payment of interest on security deposits, it shall be complied with.

The MILLPORT APARTMENTS C/O NCHA will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 30 calendar days of the move out date.

GLOSSARY OF RELATED TERMS

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

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

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

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

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

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

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

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

B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

C. Are not specifically excluded from annual income.

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

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

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

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

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

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

Ceiling Rent: Maximum rental allowed for some units in public housing projects **(NOT APPLICABLE TO MILLPORT APARTMENTS C/O NCHA.)**

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

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

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

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

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

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

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

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

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

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

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

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

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

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

Disabled Person: See "person with disabilities."

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

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

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802.

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

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

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

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

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

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

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

A. A family with or without children;

B. An elderly family;

C. A near-elderly family;

D. A disabled family;

E. A displaced family;

F. The remaining member of a tenant family; and

G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

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

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

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

Full-Time Student: A person who is attending school or vocational training on a full-time basis.

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

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

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

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

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

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

Income Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under this method, the family's income is evaluated at least annually.

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

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

A. Is determined to be essential to the care and well- being of the persons;

B. Is not obligated for the support of the persons; and

C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

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

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

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

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

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

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

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

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

Net Family Assets:

A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

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

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

Person with Disabilities: A person who:

A. Has a disability as defined in 42 U.S.C. 423

B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;

2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

C. Has a developmental disability as defined in 42 U.S.C. 6001.

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

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

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

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

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

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

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

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

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

Responsible Entity:

A. For the public housing program, responsible entity means the PHA administering the program under an ACC with HUD;

B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

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

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

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

Specified Welfare Benefit Reduction:

A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;

2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

3. because a family member has not complied with other welfare agency requirements.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

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

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

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

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

Total Tenant Payment (TTP):

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:

a. 30% of the family's monthly adjusted income;

b. 10% of the family's monthly income; or

c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

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

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

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

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

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

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

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

ACRONYMS

ACC Annual Contributions Contract

ACOP Admissions and Continued Occupancy Policy

CFR Code of Federal Regulations

FSS Family Self Sufficiency (program)

HCDA Housing and Community Development Act

HQS Hou sing Quality Standards

HUD Department of Housing and Urban Development

INS (U.S.) Immigration and Naturalization Service

NAHA (Cranston-Gonzalez) National Affordable Housing Act

MILLPORT APARTMENTS C/O NCHA Millport Apartments c/o the Housing Authority of the Town of New Canaan

PHA Pub lic Housing Agency

QHWRA Quality Housing and Work Responsibility Act of 1998

SSA Social Security Administration

TTP TotalTenant Payment

APPENDICES

Appendix A: Dwelling Lease

Appendix B: Grievance Procedure

Appendix C: Application Package, Including:
Form HUD-9887 and 9887-A, Notice and Consent for the Release of Information

Appendix D: Utility Allowance Schedule

Appendix E: Current Schedule of Routine Maintenance Charges

Appendix F: Income Limits for Admission

Appendix G: Flat Rent vs. Income Based Rent Fact Sheet

Appendix H: Minimum Rent Hardship Exemption

Appendix I: Notice of Rent Adjustment Letter

Appendix J: VAWA Notice

APPENDIX A

DWELLING LEASE

Millport Apartments c/o The New Canaan Housing Authority

57-63 Millport Avenue
New Canaan, Connecticut 06840

RESIDENTIAL LEASE AGREEMENT

THIS LEASE IS COMPRISED OF TWO PARTS:

Part I establishes the Terms and Conditions of the Lease. These apply to all residents;

Part II is a Lease contract. This is executed by the resident and Millport Apartments c/o The Authority, includes Part I Terms and Conditions (by reference) and the following information specific to each family's circumstances:

- Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of Lease execution) and dates of birth (DOB);
- Unit address, occupancy date, and unit number;
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Utilities and appliances provided by Millport Apartments c/o The Authority with the unit;
- All pamphlets or informational materials provided to Tenant;
- Signature line for the parties to the Lease (all adult members of Tenant household must sign the Lease);
- Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal Authority working hours.

<u>PART I</u> of the RESIDENTIAL LEASE AGREEMENT:
TERMS AND CONDITIONS

Millport Apartments
c/o
Millport Apartments c/o The New Canaan Housing Authority

THIS LEASE AGREEMENT (the "Lease") is between the Millport Apartments c/o the Millport Apartments c/o The New Canaan Housing Authority ("MILLPORT APARTMENTS C/O THE AUTHORITY" or the "Authority") and Tenant named in Part II of this Lease (the "Tenant").

I. Description of the Parties and Premises:

(a) Millport Apartments c/o The Authority, using verified data about income, family composition, and needs, Leases to Tenant, the property (called "premises" or "dwelling unit") described in Part II of this Lease Agreement, subject to the terms and conditions contained in this Lease.

(b) Premises must be used only as a private residence, solely for Tenant and the household members named on Part II of the Lease.

(c) Any additions to the household members named on the Lease, including Live-in Aides and foster children, **but excluding natural births,** require the advance written approval of Millport Apartments c/o The Authority. Such approval will be granted only if the new family members pass Millport Apartments c/o The Authority's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

Tenant agrees to wait for Millport Apartments c/o The Authority's approval before allowing additional persons to move into the Premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which Millport Apartments c/o The Authority may terminate the Lease in accordance with Section XVI.

(d) Deletions (for any reason) from the household members named on the Lease shall be reported by the Tenant to Millport Apartments c/o The Authority in writing, within ten (10) days of the occurrence.

II. Lease and Amount of Rent

(a) Unless otherwise modified or terminated in accordance with Section XVI, this Lease shall be of a Initial One Year Term and then automatically renewable for successive terms of one calendar month after the Initial One Year Term.

The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by Millport Apartments c/o The Authority in accordance with Section VII herein.

The amount of the Total Tenant Payment and Tenant Rent shall be determined by Millport Apartments c/o The Authority in compliance with HUD regulations and requirements and in accordance with Millport Apartments c/o The Authority's Admissions and Occupancy Policy.

(b) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the tenth (10th) calendar day of the month.** Rent may include utilities as described in Section VII below, and includes all maintenance services due to normal wear and tear.

When Millport Apartments c/o The Authority makes any change in the amount of Total Tenant Payment or Tenant Rent, Millport Apartments c/o The Authority shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by

Millport Apartments c/o The Authority. If Tenant asks for an explanation, Millport Apartments c/o The Authority shall respond in a reasonable time.

III. Other Charges

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of other charges are specified in Part II of this Lease. Other charges can include:

(a) Maintenance costs: The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When Millport Apartments c/o The Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by Millport Apartments c/o The Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to Millport Apartments c/o The Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

(b) Excess Utility Charges: At developments where utilities are provided by Millport Apartments c/o The Authority, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.

(c) Installation charges for tenant-supplied air conditioners.

(d) Late Charges: A charge of $10.00 will be applied to your account on the 10th of the month with an addition $1.00 per day late for rent or other charges paid after the tenth (10th) calendar day of the month. [966.4 (b)(3)] Millport Apartments c/o The Authority shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives Millport Apartments c/o The Authority's written notice of the charge.

(e) Bad Checks: Millport Apartments c/o The Authority may collect a fee equal $15.00, in addition to any related charges levied by the bank, whenever a check is returned for insufficient funds (bounced) or for any other reason.

(f) Pet Charges: Millport Apartments c/o The Authority shall collect a refundable fee of $150 or one month Total Tenant Payment, whichever is lesser, at the time a resident registers a pet with Millport Apartments c/o The Authority. The fee shall be refunded, less any reasonable charges, when resident vacates the unit. The Pet Policy is provided to the Tenant as an attachment to this Lease and is detailed in the ACOP.

IV. Payment Location

Rent and other charges can be paid at by mailing your rent check to **Millport Apartments, c/o Phoenix Management, PO 1356, Stamford, CT 06904**. However, if needed as a reasonable accommodation, Millport Apartments c/o The Authority shall make other arrangements for payment of rent. Millport Apartments c/o The Authority will not accept cash.

V. Security Deposit

(a) Tenant's Responsibilities: Tenant agrees to pay an amount equal to one month's Total Tenant Payment or $100, whichever is greater. The dollar amount of the security deposit is noted on Part II of this Lease.

(b) Authority's Responsibilities: Millport Apartments c/o The Authority will use the Security Deposit at the termination of this Lease:

1. To pay the cost of any rent or any other charges owed by Tenant at the termination of this Lease.

2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.

(c) Millport Apartments c/o The Authority shall not charge a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and the dwelling unit has been inspected by Millport Apartments c/o The Authority.

The return of a security deposit shall occur within 30 days after Tenant moves out. Millport Apartments c/o The Authority agrees to return the Security Deposit plus accrued interest (subject to applicable laws), if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes Millport Apartments c/o The Authority with a forwarding address. If any deductions are made, Millport Apartments c/o The Authority will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

VI. Utilities and Appliances

(a) Authority-Supplied Utilities: If indicated by an (X) on Part II of this Lease, Millport Apartments c/o The Authority will supply the indicated utility: electricity, heating fuel, water, sewer service. Millport Apartments c/o The Authority will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.

Millport Apartments c/o The Authority shall provide cold water. If indicated by an (X) on Part II of this Lease, Millport Apartments c/o The Authority will provide a cooking range and refrigerator. Other major electrical appliances, such as air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of Millport Apartments c/o The Authority.

(b) Tenant-paid Utilities: If Tenant resides in a development where Millport Apartments c/o The Authority does not supply electricity, natural gas, or heating fuel, and where Tenant pays utilities directly to the supplier, an Allowance for Utilities shall be established by Millport Apartments c/o The Authority and updated annually, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, Millport Apartments c/o The Authority will pay a Utility Reimbursement to the utility supplier or Tenant each month.

Millport Apartments c/o The Authority may change the Allowance for Utilities at any time during the term of the Lease, and shall give Tenant 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement.

If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the actual bill to the supplier. If Tenant's actual utility bill is LESS than the Allowance for Utilities, Tenant shall receive the benefit of such saving.

(c) Tenant Responsibilities: Tenant agrees not to waste the utilities provided by Millport Apartments c/o The Authority and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance or Rules and Regulations restricting or prohibiting the use of space heaters in multi-dwelling units.

VII. Terms and Conditions

The following terms and conditions of occupancy are made a part of this Lease.

(a) Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the Lease.

No guest shall stay in an apartment for more than 15 days without the prior written approval of Millport Apartments c/o The Authority.

(b) Ability to comply with Lease terms: If, during the term of this Lease, Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and cannot make arrangements for someone to aid him/her in complying with the Lease, and Millport Apartments c/o The Authority cannot make any reasonable accommodation that would enable Tenant to comply with the Lease; THEN, Millport Apartments c/o The Authority will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, Millport Apartments c/o The Authority will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section XIV of this Lease.

At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with Lease terms.

(c) Redetermination of Rent, Dwelling Size, and Eligibility: The rent amount as fixed in Part II of this Lease is due each month until changed as described below.

(1) The status of each family is to be re-examined at least once a year.

(2) Tenant agrees to supply Millport Apartments c/o The Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent.

Failure to supply such information when requested is a serious violation of the terms of the Lease, and Millport Apartments c/o The Authority may terminate the Lease.

All information must be verified. Tenant agrees to comply with Millport Apartments c/o The Authority's requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

Millport Apartments c/o The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by Millport Apartments c/o The Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is publicly posted in Millport Apartments c/o The Authority's office. A copy of the policies can be furnished on request at the expense of the person making the request.

(3) Rent will not be subject to change during the period between regular re-examinations, UNLESS during such period:

(a) A change in family composition would either increase or decrease the rent by 10% or more.

(b) The Tenant's household income increases by $40 or more.

(c) A decrease in the family's income would lower the rent by 10% or more.

(d) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent.

If a reduction is granted, Tenant must report subsequent increases in income within ten (10) days of the occurrence, until the next scheduled re-examination. (Failure to report within the ten [10] days may result in a retroactive rent charge.)

(e) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged.

Millport Apartments c/o The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(f) Rent formulas or procedures are changed by Federal law or regulation.

(g) A Minimum Rent Hardship Exemption is granted.

(4) All changes in family composition must be reported to the Executive Director within ten (10) calendar days of the occurrence. Failure to report within the ten (10) calendar days may result in a retroactive rent charge.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception will be made if it is determined that the move-in of a single adult child is essential for the mental or physical health of Tenant.

(d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

(1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).

(2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within ten (10) calendar days of the occurrence, the increase will become effective the first day of the second month following the month in which the change was reported.

(3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which Millport Apartments c/o The Authority notifies the tenant of the law or regulatory change.

(4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, Millport Apartments c/o The Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(e) Transfers

(1) Tenant agrees that if Millport Apartments c/o The Authority determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, Millport Apartments c/o The Authority shall send Tenant written notice. Tenant further agrees to accept a new Lease for a different dwelling unit of the appropriate size or design.

(2) Millport Apartments c/o The Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.

(3) If a Tenant makes a written request for special unit features in support of a documented disability, Millport Apartments c/o The Authority shall modify Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, Millport Apartments c/o The Authority may transfer Tenant to another unit with the features requested at Millport Apartments c/o The Authority's expense.

(4) A tenant without disabilities who is housed in an accessible or adaptable unit must transfer to a unit without such features should a Tenant with disabilities need the unit (at Millport Apartments c/o The Authority's expense).

(5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by Millport Apartments c/o The Authority. Tenant shall be given 15 calendar days time in which to move following delivery of a transfer notice. If Tenant refuses to move, Millport Apartments c/o The Authority may terminate the Lease.

(6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.

(7) Millport Apartments c/o The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.

VIII. Authority's Obligations

Millport Apartments c/o The Authority shall be obligated:

(a) To maintain the dwelling unit and the project in decent, safe and sanitary condition;

(b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;

(c) To make necessary repairs to the dwelling unit;

(d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;

(e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by Millport Apartments c/o The Authority;

(f) To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste;

(g) To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;

(h) To notify Tenant of the specific grounds for any proposed adverse action by Millport Apartments c/o The Authority. (Such adverse action includes, but is not limited to, a proposed Lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When Millport Apartments c/o The Authority is required to afford Tenant the opportunity for a hearing under Millport Apartments c/o The Authority's Grievance Procedure for a grievance concerning a proposed adverse action:

(1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of Lease termination, a notice of Lease termination shall constitute adequate notice of proposed adverse action.

(2) <u>In the case of a proposed adverse action other than a proposed Lease termination,</u> Millport Apartments c/o The Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.

(i) Reasonable Accommodations for Residents with Disabilities:

Housing providers must make reasonable accommodations in Lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable

accommodation involves helping a resident meet essential Lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider.

IX. Tenant's Obligations

Tenant shall be obligated:

(a) Not to assign the Lease, nor sub-lease the dwelling unit.

(b) (1) Not to give accommodation to boarders or lodgers;

(2) Not to give accommodation to long term guests (in excess of 15 days) without the advance written consent of Millport Apartments c/o The Authority.

(c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in PART II of the Lease, and not to use or permit its use for any other purpose.

This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to Millport Apartments c/o The Authority's Admissions and Continued Occupancy standards, and so long as Millport Apartments c/o The Authority has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.

(d) To abide by necessary and reasonable Rules and Regulations promulgated by Millport Apartments c/o The Authority for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in Millport Apartments c/o The Authority office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.

(e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.

(f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability.

(g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by Millport Apartments c/o The Authority. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.

(h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances.

(i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.

(j) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.

(k) To act, and cause household members or guests to act in a manner that will:

(1) Not disturb other residents' peaceful enjoyment of their accommodations; and

(2) Be conducive to maintaining all Authority projects in a decent, safe, and sanitary condition.

(l) To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:

(1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of Millport Apartments c/o The Authority's public housing premises by other residents or employees of Millport Apartments c/o The Authority, or;

(2) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this Lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.)

(m) To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of Millport Apartments c/o The Authority. To make no changes to locks or install new locks on exterior doors without Millport Apartments c/o The Authority's written approval.

(n) To give prompt prior notice to Millport Apartments c/o The Authority, in accordance with Section VIII hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.

(o) To act in a cooperative manner with neighbors and Millport Apartments c/o The Authority's staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Millport Apartments c/o The Authority's staff.

(p) Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of Connecticut anywhere in the unit or elsewhere on the property of Millport Apartments c/o The Authority.

(q) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.

(r) To avoid obstructing sidewalks, areaways, passages, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.

(s) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by Millport Apartments c/o The Authority with the written approval of Millport Apartments c/o The Authority.

(t) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of Millport Apartments c/o The Authority.

(u) To insure that no member of their household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in the dwelling unit or on the grounds of any Authority development except in accordance with Millport Apartments c/o The Authority's pet policy.

However, in any development, a person with a disability may keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to Millport Apartments c/o The Authority's pet policy, although it is subject to reasonable health and safety rules.

(v) To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or firelane designated and marked by Millport Apartments c/o The Authority. Any inoperable or unlicensed vehicle as described above

will be removed from Authority property at Tenant's expense. Automobile maintenance or repairs are not permitted on project site.

(w) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by Millport Apartments c/o The Authority. Costs for storage and disposal shall be assessed against the former Tenant.

(x) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY MILLPORT APARTMENTS C/O THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

(y) (1) Not to commit any fraud in connection with any Federal housing assistance program, and

(2) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of this Lease.

(z) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

X. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

Authority's Responsibilities:

(a) Millport Apartments c/o The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.

(b) Millport Apartments c/o The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. Millport Apartments c/o The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests.

(c) Tenant shall accept any replacement unit offered by Millport Apartments c/o The Authority.

(d) In the event repairs cannot be made by Millport Apartments c/o The Authority, as described above, or alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests.

(e) If Millport Apartments c/o The Authority determines that the dwelling unit is untenanable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent pre-paid will be refunded to Tenant on a pro-rated basis.

Tenant's Responsibilities:

(a) Tenant shall immediately notify Millport Apartments c/o The Authority's Executive Director of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.

(b) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by Millport Apartments c/o The Authority, during the time in which the defect remains uncorrected.

XI. Inspections

(a) Move-in Inspection: Millport Apartments c/o The Authority and Tenant shall inspect the dwelling unit prior to occupancy by Tenant. Millport Apartments c/o The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by Millport Apartments c/o The Authority and Tenant and a copy of the statement retained in Tenant's file. Any deficiencies noted on the inspection report will be corrected by Millport Apartments c/o The Authority, at no charge to Tenant.

(b) Other Inspections: Millport Apartments c/o The Authority will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other Lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.

(c) Move-out Inspection: Millport Apartments c/o The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to Millport Apartments c/o The Authority.

XII. Entry of Premises During Tenancy

(a) Tenant's Responsibilities:

(1) Tenant agrees that the duly authorized agent, employee, or contractor of Millport Apartments c/o The Authority will be permitted to enter Tenant's dwelling during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.

(2) When Tenant calls to request maintenance on the unit, Millport Apartments c/o The Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when Millport Apartments c/o The Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(b) Authority's Responsibilities:

1. Authority shall give Tenant at least 24 hours written notice that Millport Apartments c/o The Authority intends to enter the unit. Authority may enter only at reasonable times.

2. Millport Apartments c/o The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XIII. Notice Procedures

(a) Tenant's Responsibility: Any notice to Authority must be in writing, delivered to Millport Apartments c/o The Authority's management office, or sent by prepaid first-class mail, addressed to Millport Apartments c/o The New Canaan Housing Authority, 57 Millport Avenue, New Canaan, CT 06840.

(b) Authority's Responsibility: Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant.

(c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

(d) If Tenant is visually impaired, all notices must be in an accessible format.

XIV. Termination of the Lease

In terminating the Lease, the following procedures shall be followed by Millport Apartments c/o The Authority and the Tenant:

(a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill Tenant obligations set forth in section IX above, or for other good cause.

Such serious or repeated violation of terms **shall include but not be limited to**:

(1) The failure to pay rent or other payments when due;

(2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the tenth (10th) of the month. Four such late payments within a 12 month period shall constitute a repeated late payment;

(3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;

(4) Misrepresentation of family income, assets, or composition;

(5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process annual reexaminations or interim re-determinations.

(6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;

(7) Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of Millport Apartments c/o The Authority's public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises.

(8) Alcohol abuse that Millport Apartments c/o The Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

(9) Weapons or illegal drugs seized in an Authority unit by a law enforcement officer;

(10) Any fire on Authority premises caused by the tenant, household members or guests' actions or neglect.

(11) Non-compliance with Millport Apartments c/o The Authority's Pet Policy.

(b) Millport Apartments c/o The Authority shall give written notice of the proposed termination of the Lease of:

(1) 14 calendar days in the case of failure to pay rent;

(2) A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants or Authority staff is threatened;

(3) 30 calendar days in any other case.

(c) The notice of termination:

(1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of his/her right to make such reply as he/she may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction.

(2) When Millport Apartments c/o The Authority is required to offer Tenant the opportunity for a informal Grievance Hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with Millport Apartments c/o The Authority's Grievance Procedures.

(3) Any notice to vacate (or quit) which is required by State or local law may be combined with, or run concurrently, with the notice of Lease termination under this section.

The Notice to Vacate must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the costs of court and attorney's fees.

(4) When Millport Apartments c/o The Authority is required to offer Tenant the opportunity for a grievance hearing under Millport Apartments c/o The Authority's Grievance Procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any Notice to Vacate under State of local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.

(5) When Millport Apartments c/o The Authority is not required to offer Tenant the opportunity for a hearing under the Grievance Procedure and Millport Apartments c/o The Authority has decided to exclude such grievance from Authority grievance procedure, the notice of Lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by Millport Apartments c/o The Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.

(6) Millport Apartments c/o The Authority may evict a Tenant from the unit either by bringing a court action; or an as an alternative, Millport Apartments c/o The Authority may evict by bringing an administrative action if law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties. In order to evict without bringing a court action, Millport Apartments c/o The Authority must afford the Tenant the opportunity for a pre-eviction hearing in accordance with Millport Apartments c/o The Authority Grievance Procedure. The hearing notice will advise persons with disabilities of their rights to request a reasonable accommodation.

(d) Tenant may terminate this Lease at any time by giving 30 calendar days written notice as described in Section XIII, above.

(e) In deciding to evict for criminal activity, Millport Apartments c/o The Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, Millport Apartments c/o The Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. Millport Apartments c/o The Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

(f) When Millport Apartments c/o The Authority evicts a tenant from a dwelling unit for criminal activity, Millport Apartments c/o The Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

XV. Waiver

No delay or failure by Millport Apartments c/o The Authority in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XVI. Housekeeping Standards

In an effort to improve the livability and conditions of the apartments owned and managed by Millport Apartments c/o The Authority, uniform standards for resident housekeeping have been developed for all tenant families.

(a) Authority's Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants.

Millport Apartments c/o The Authority will inspect each unit at least annually, to determine compliance with the standards.

Upon completion of an inspection, Millport Apartments c/o The Authority will notify Tenant in writing if he/she fails to comply with the standards. Millport Apartments c/o The Authority will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, Millport Apartments c/o The Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

(b) Tenant's Responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the Lease terms and can result in eviction.

(c) Housekeeping Standards: Inside the Apartment:

General:

(1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.

(2) Floors: should be clean, clear, dry and free of hazards.

(3) Ceilings: should be clean and free of cobwebs.

(4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.

(5) Woodwork: should be clean, free of dust, gouges, or scratches.

(6) Doors: should be clean, free of grease and fingerprints. Locks should work.

(7) Heating units: should be dusted and access uncluttered.

(8) Trash: shall be disposed of properly and not left in the unit.

(9) Entire unit should be free of rodent or insect infestation.

Kitchen:

(1) Stove: should be clean and free of food and grease.

(2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.

(3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs.

(4) Exhaust Fan: should be free of grease and dust.

(5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.

(6) Food storage areas: should be neat and clean without spilled food.

(7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom:

(1) Toilet and tank: should be clean and odor free.

(2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.

(3) Lavatory: should be clean

(4) Exhaust fans: should be free of dust.

(5) Floor: should be clean and dry.

Storage Areas:

(1) Linen closet: should be neat and clean.

(2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.

(3) Other storage areas: should be clean, neat and free of hazards.

(d) Housekeeping Standards: Outside the Apartment:

The following standards apply; some standards apply only when the area noted is for the exclusive use of Tenant:

(1) Yards: should be free of debris and trash. Exterior walls should be free of graffiti.

(2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.

(3) Steps (front and rear): should be clean, and free of hazards.

(4) Sidewalks: should be clean and free of hazards.

(5) Storm doors: should be clean, with glass or screens intact.

(6) Parking lot: should be free of abandoned cars. Car maintenance or repairs in parking lots are not permitted.

(7) Hallways: should be clean and free of hazards.

(8) Stairwells: should be clean and uncluttered.

(9) Laundry areas: should be clean and neat. Remove lint from dryers after use.

(10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

(11) Tenants shall be responsible for removing their own large item debris from the property to the local dump.

XVII. Changes to this Lease

No changes shall be made to this Lease except in writing, dated and signed by the Tenant and an authorized representative of Millport Apartments c/o The Authority. Modifications made in accordance with changes in Federal, State, or local law or regulation may be made by Millport Apartments c/o The Authority acting alone and will become effective after written notice to the Tenant.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. ***(SIGNATURE REQUIRED ON PART II OF THE LEASE.)***

PART II of the RESIDENTIAL LEASE AGREEMENT:

Millport Apartments c/o The New Canaan Housing Authority

THIS LEASE AGREEMENT is executed between the Millport Apartments c/o The New Canaan Housing Authority (the "MILLPORT APARTMENTS C/O THE AUTHORITY" or the "Authority") and Tenant named in Part II of this Lease (the "Tenant"), and it becomes effective as of this date: _____

(l) **Unit:** That Millport Apartments c/o The Authority, relying upon the representations of Tenant as to Tenant's income, household composition and housing needs, Leases to Tenant, (upon Terms and Conditions set forth in Part I of this Lease) the dwelling unit LOCATED at _____ (and hereinafter called the "premises") to be occupied exclusively as a private residence by Tenant and household. The Tenant UNIT NUMBER is: _____.

(2) **Household Composition**: The Tenant's household is composed of the individuals listed below. Other than the Head or Spouse, each household member is to be listed by age, oldest to youngest. All members of the household over age 18 shall execute the Lease.

NAME	Relationship	Age	Date of Birth	Social Security No.
	Head			

(3) **Term**: The term of this Lease shall be one year commencing at 12:00AM on _____ and ending at 11:59PM on _____. This Lease will continue on a month-to month bases after the initial one year term until terminated by Millport Apartments c/o The Authority or Tenant as provided by the Lease.

(4) **Rent:** Initial Total Tenant Payment (prorated for partial month) shall be $_____._____ from which Millport Apartments c/o The Authority shall deduct $_____._____ as an Allowance for Utilities. The Initial Total Tenant Payment less the Allowance for Utilities equals the Initial Tenant Rent of $_____._____ for the period beginning _____/_____/_____ and ending at midnight on _____/_____/_____.

Thereafter, a Total Tenant Payment of $_____._____ per month, less the Allowance for Utilities of $_____._____, equals the Total Tenant Rent of $_____._____. The Total Tenant Rent shall be payable in advance on the first day of each month, and shall be delinquent after the tenth (10th) day of said month.

(5) **Utilities and Appliances: Authority-Supplied Utilities**

If indicated by an (X) below, MILLPORT APARTMENTS C/O THE AUTHORITY provides the indicated utility as part of the rent for the premises:

( ) Electricity ( ) Natural Gas ( ) Heating Fuel ( ) Other:_____

If indicated by an (X) below, Millport Apartments c/o The Authority shall provide the following appliances for the premises:

( ) Cooking Range ( ) Refrigerator

(6) **Utilities Allowances: Tenant-Paid Utilities**

If indicated by an (X) below, Millport Apartments c/o The Authority shall provide Tenant with a Utility Allowance in the monthly amount totaling $_____ for the following utilities paid directly by the Tenant to the Utility supplier:

( ) Electricity ( ) Gas ( ) Heat ( ) Water ( ) Sewerage

(7) **Security Deposit:** Tenant agrees to pay a security deposit of [equal to one month Total Tenant Payment or $100, whichever is greater] $_____. See Part I of this Lease for information on treatment of the Security Deposit.

(8) **Execution:** By Tenant's signature below, Tenant and household agree to the Terms and Conditions of Part I and II of this Lease and all additional documents made a part of the Lease by reference. By the signature(s) below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to menus.

TENANT: _____ DATE_____

CO-TENANT:_____ DATE_____

CO-TENANT:_____ DATE_____

MANAGER: _____ DATE_____

WITNESS: _____ DATE_____

TENANT'S CERTIFICATION

I, _____ hereby certify that I, and other members of my household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to Millport Apartments c/o The Authority before execution of the Lease, or before Millport Apartments c/o The Authority's approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to Millport Apartments c/o The Authority in connection with any federal housing assistance program (before and during the Lease term) are true and complete to the best of my knowledge and belief.

_____ _ _____

Tenant's Signature Dat e

ATTACHMENTS:

If indicated by an (X) below, Millport Apartments c/o The Authority has provided the tenant with the following attachments and information:

( ) Part I of this Lease ( ) Housekeeping Standards

( ) Standard Maintenance Charges (May be updated) ( ) Pet Policy

( ) Grievance Procedure (May be updated)

( ) Other: _____

OFFICE ADDRESS: _____ HOURS: _____

TELEPHONE NUMBER: _____

EMERGENCY MAINTENANCE TELEPHONE NUMBER: _____

(Monday through Friday after: _____p.m. and weekends and holidays.)

APPENDIX B

GRIEVANCE PROCEDURE

Millport Apartments
c/o the Housing Authority of the
Town of New Canaan

57-63 Millport Avenue
New Canaan, Connecticut 06840

Grievance Procedure

for the

Millport Apartments

Effective Date: _____

Updated: _____

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Grievance Policy and Procedure

I. Applicability

Millport Apartments c/o the Housing Authority of the Town of New Canaan will administer its Grievance Policy for the Housing Program in accordance with federal regulations. Program participants shall be referred to as participants, resident or applicant, as applicable.

II. Integration of Grievance Procedures

The right to grieve a Millport Apartments c/o the Housing Authority of the Town of New Canaan determination is incorporated in all participating family leases and contracts. A copy of these procedures shall be provided to each participant family upon entering a Lease Agreement, and a copy of these procedures shall be provided to all participant residential organizations. A copy of these procedures may be provided any individual upon written request.

III. Modification of Grievance Procedures

A copy of this document has been provided to all participant families and resident organizations for their review and comment. Any comments or concerns received were carefully reviewed and considered before the final version was published.

Proposed modifications to this document shall be provided to participant families and resident organizations for review. A minimum of 30 days shall provide adequate response time to receive and review comments before modifications become effective.

IV. Grievance Procedures Regarding Application Processing

A. Scope

Applicants petitioning for participation in housing programs are entitled to an Informal Hearing before an impartial party concerning ineligibility for participation in this program.

B. Finality

A determination made as a result from an Informal Hearing conducted to address ineligibility for program participation or preference denial is a final administrative decision.

C. Notice

Applicants shall receive written notice within ten (10) business days of a decision denying assistance to the applicant; denying waiting list placement; participation in other programs; etc. The Notice shall state the specific reason(s) for rejection and the applicant's right to request an Informal Hearing within ten (10) days from the date of the letter.

D. Exceptions

MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN is not required to provide an opportunity for an Informal Hearing unless a right to such review is expressly set forth in federal, local, or these procedures. These exceptions include, but are not limited to:

1. Discretionary administrative determinations, regarding general policy issues or class grievances;

2. A determination to place an applicant in a unit with a certain number of bedrooms as set forth in the MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN's Admissions and Continued Occupancy Policy;

3. A determination that the applicant does not meet resident selection criteria or admission standards; as set forth in the Admissions and Continued Occupancy Policy; or

4. An appropriate size and type of unit is not available in the MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN's inventory.

V. Procedures for Informal Settlement Meeting

A. Designating an Impartial Person to Conduct an Informal Hearing

The applicant will be given the opportunity to be heard by a Millport Apartments c/o the Housing Authority of the Town of New Canaan official other than the person who made the original determination to deny program participation.

B. Scheduling the Informal Settlement Meeting

1. An applicant must present a grievance or protest to MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN in writing, properly addressed to the MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN, within ten (10) business days of the date of the Notice. An applicant's failure to present the grievance or protest within this time frame waives any right to an Informal Hearing to dispute the determination.

2. Based upon the timely receipt of an applicant's written request for an Informal Hearing, the Executive Director or other assigned staff member shall, within two business days, contact the applicant to schedule an Informal Hearing to attempt to resolve the applicant's grievance or protest.

3. MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN will provide written notice of the meeting, and oral notice as well, where possible.

4. The meeting shall occur within the 30-day period following the determination at a mutually convenient, accessible time and place, as agreed on by both the applicant and the Housing Authority.

5. Either the applicant or MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN may postpone the Informal Hearing by providing written notice to the other party prior to the scheduled meeting.

6. Failure of an applicant to appear at the Informal Hearing without first requesting a postponement may result in a waiver of the applicant's right to an Informal Hearing.

7. Within ten (10) business days following the Informal Hearing, the Executive Director prepare and forward to the applicant a summary of the Informal Hearing. The summary shall include the name of the participants, the date of the meeting, the nature of the proposed disposition of the complaint, and the specific reasons for MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN's determination.

C. Contents of the Notice

The Notice to the applicant must include specific information and a description of the Informal Hearing process. Applicants have the right to be represented by a person of their choice at the Informal Hearing.

D. Applicant Rights During the Informal Hearing Process

During the Informal Hearing, the applicant will be afforded an opportunity to present evidence refuting the grounds for rejection.

E. Reversal of Rejection Decision

If, as a result of information presented by the applicant at the Informal Hearing, the Millport Apartments c/o the Housing Authority of the Town of New Canaan reverses its original decision to reject the applicant, no new application is required, and the application will be returned to the appropriate spot on the waiting list, in accordance to date received.

F. No Reversal of the Rejection Decision

If the Housing Authority's rejection decision is not overturned, a new application for admission may be submitted by the applicant at a time when the waiting list is open, after a period of six months has elapsed and the applicant is able to correct the behavior or situation that resulted in rejection.

G. Record keeping Requirements

Applications, rejection notices, applicant replies, and supporting documentation shall be maintained for three years.

VI. Informal Review of Participant Grievances

A. Resident Participation in Informal Hearing

Residents participating in Millport Apartments c/o the Housing Authority of the Town of New Canaan programs are eligible for a Formal Grievance Hearing as set forth in Section VII, however, must first complete the primary level of the Grievance procedures by participating in an Informal Hearing.

B. Request for a Formal Grievance Hearing

Following the receipt of the Informal Hearing Summary, the participant may request a Grievance Hearing if written request is made within five (5) business days of service.

C. Potential Waiver of Right to Grievance Hearing

A participant who fails to comply with the requirements set forth in Section V(B), shall be denied a Grievance Hearing, unless the participant, in writing and in addition to requesting a Grievance Hearing, also submits written justification which establishes good cause for the participant's violation of the requirements.

VII. Grievance Hearings

A. Scope

The Millport Apartments c/o the Housing Authority of the Town of New Canaan shall provide program participants an opportunity for a Grievance Hearing to consider whether decisions relating to the participant are in accordance with the law, HUD regulations or Millport Apartments c/o the Housing Authority of the Town of New Canaan policies and procedures, in the following cases:

1. A determination of the amount of the Total Participant Payment or Participant Rent;

2. A decision to terminate assistance to a participant;

3. A decision to terminate the lease, except for provisions set forth in Section VII(B);

4. A determination that a participant is residing in a rental unit with a larger number of bedrooms than authorized by occupancy standards as set forth in the Admissions and Continued Occupancy policy.

5. A decision to transfer a program participant to another unit;

6. A decision to impose charges for maintenance and repair;

B. Exclusions

The MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN is NOT required to provide an opportunity for a participant to request a Grievance Hearing to review decisions for the following reasons:

1. When discretionary administrative determinations, or general policy issues or class grievances have been decided by the Housing Authority;

2. When a unit is not maintained in accordance with House keeping standards, as described in the resident's Lease;

3. When a Lease has been terminated due to any criminal activity by a family member that threatens the health, safety, or right to peaceful enjoyment of the premises of other participants or employees of the Housing Authority, or any drug-related criminal activity on or near the Housing Authority's office or residential properties.

4. When disputes between participants occur and the Millport Apartments c/o the Housing Authority of the Town of New Canaan is not involved; or

5. When participant disputes Millport Apartments c/o the Housing Authority of the Town of New Canaan policy decisions.

   Note: The Millport Apartments c/o the Housing Authority of the Town of New Canaan is not responsible for neighbor-to-neighbor relationships. Participants are responsible for his/her own individual compliance with the Lease. Participants may file complaints on other residents; the Millport Apartments c/o the Housing Authority of the Town of New Canaan will determine if the complaint is a lease violation and will then take appropriate action.

C. Escrow Payments

In order for a participant to be entitled to a Grievance Hearing to contest any rent, the participant must establish an escrow account deposit on file with the Millport Apartments c/o the Housing Authority of the Town of New Canaan for the difference between the disputed amount and the original amount before the protest. Participants are required to make payments due until a decision is reached by the hearing officer.

VIII. Grievance Procedures

All non-excluded participant protests or grievances shall be governed by the following procedures.

A. Notice

MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN will provide written notice describing the specific grounds and cite the lease violation, complaint, rent adjustment, termination of tenancy or eviction covered by these grievance procedures.

B. Service

The notice(s) must be hand delivered to the participant (or adult member of the participant's household) residing in the dwelling. The participant or other adult recipient of the notice shall acknowledge receipt by signature on the service form. A refusal to acknowledge receipt by the participant or other competent adult shall be delineated on the

service form by the Millport Apartments c/o the Housing Authority of the Town of New Canaan employee delivering the notice.

If no authorized person is in the residence at the time hand delivery is attempted, the notice(s) shall be posted on the residence door in a sealed envelope addressed to the participant. Additional notices will not be mailed.

If the Executive Director is unable to hand deliver the notice(s) for fear of violence by the participant, notice(s) may be served by certified mail, return receipt requested, upon prior approval from the Executive Director or designee.

C. Contents of Notice

The written notice will inform the participant of the following:

1. the grounds for Lease Agreement violation, complaint, rent adjustment or termination of the tenancy or eviction;

2. the participant may reply to the grounds asserted;

3. the participant may examine MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN documents relevant to the determination; and

4. the participant has the right to a grievance hearing to administratively contest the allegations asserted in the notice provided.

IX. Procedures to Obtain a Grievance Hearing

A. Request for a Hearing

A participant/homebuyer desiring a Formal Grievance Hearing following participation in the Informal Grievance Hearing must submit a written Request for Formal Grievance Hearing to the Executive Director at the MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN Office. The written Request for Formal Grievance Hearing must state the reasons for the grievance and the relief sought. The written request must be received within five business days of service of the written summary of the results of the Informal Grievance Hearing.

B. Waiver

A participant who fails to submit a written Request for Formal Grievance Hearing within the time allocated waives any right to administratively contest the allegations raised by MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN.

C. Scheduling Grievance Hearings

1. The Executive Director shall provide the hearing officer with a copy of the participant's request for a hearing together with backup documentation to support the adverse action.

2. The hearing officer shall contact the participant to schedule a time and date when they are both available for the hearing.

3. After obtaining tentative dates for a grievance hearing, the hearing officer notifies the Executive Director of the proposed times and dates.

4. The Executive Director contacts a hearing officer to schedule the hearing.

5. The hearing officer will be provided appropriate instructions and documentation for the hearing by the Executive Director.

6. The hearing officer shall provide written notice of the hearing date, time and location to the participant.

D. Continuances of Formal Grievance Hearings

Continuances will not be permitted except due to the unavailability of a hearing officer, or for good cause demonstrated to the hearing officer.

E. Conduct of Formal Grievance Hearings

The Grievance Hearing shall be held before an appointed hearing officer. If the participant is visually impaired, any notice to the participant which is required under this procedure must be in an accessible format. The participant shall be afforded a fair hearing, which shall include:

1. the opportunity to examine any MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN documents, including participant's records, that are relevant to the hearing. The participant shall be allowed to copy any such documents at the participant's expense;

2. the right to be represented by counsel or other personal representative and to have such person make statements on the participant's behalf;

3. the right to present evidence and arguments in support of the participant's complaint and to cross-examine any evidence or witnesses upon whose testimony or information relies;

4. a decision based solely and exclusively upon the facts presented at the Formal Grievance Hearing; and

The hearing officer may render a decision without proceeding with the Formal Grievance Hearing if he/she determines that the issue has been previously decided in another proceeding.

At the Formal Grievance Hearing, the participant must show that he/she is entitled to the relief sought and, thereafter, MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN shall have the burden of justifying its action or failure to act.

The Formal Grievance Hearing shall be conducted in an informal fashion by the hearing officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint shall be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The hearing officer shall require Millport Apartments c/o the Housing Authority of the Town of New Canaan staff, the participant, other family members, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the participant is visually impaired, any notice to the participant which is required under this procedure must be in an accessible format.

F. Hearing Officer Decision

1. The hearing officer shall prepare a written decision, which includes a statement of the reasons why the decision was made, within 10 business days after the hearing. A copy of the decision shall be sent to the participant and to the appropriate Millport Apartments c/o the Housing Authority of the Town of New Canaanstaff members. A copy of the decision will remain on file in the participant's file and made available for inspection by participants, participants' representatives, and hearing officers.

2. The decision of the hearing officer shall be binding and shall take steps necessary to carry out the decision, unless the Board of Directors promptly determines and immediately notifies the complainant that:

   a. the complaint does not concern MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN's actions or failure to act in accordance with or involving the complainant's rights, duties, welfare or status; or

   b. the decision of the hearing officer is contrary to applicable federal, state, or local law, or HUD regulations, or requirements of the Annual Contributions Contract between HUD and MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN.

3. A decision by the hearing officer which denies the relief requested by the participant, in whole or in part, shall not constitute a waiver of, nor affect in any way, the rights of the participant to a trial or judicial review in any court proceedings which may be brought later in the matter.

G. Failure of Participant to Appear at the Formal Grievance Hearing

If the participant fails to appear at the scheduled Formal Grievance Hearing, the hearing officer shall dismiss the grievance with prejudice.

X. Selection of Hearing Officers

Any Grievance Hearing conducted in accordance with these procedures shall be conducted by an impartial hearing officer.

A. Appointments shall be made as follows:

1. Applications for hearing officers shall be solicited by publication, consistent and in accordance with Millport Apartments c/o the Housing Authority of the Town of New Canaan procurement regulations.

2. Prior to appointment of hearing officers, applicant names will be preliminarily screened and shall be provided to all applicable resident organizations for comment. Any comments must be received by the Millport Apartments c/o the Housing Authority of the Town of New Canaan within 30 calendar days of notice.

3. MILLPORT APARTMENTS C/O THE HOUSING AUTHORITY OF THE TOWN OF NEW CANAAN's Executive Director shall appoint hearing officers after consideration of comments received.

XI. Scheduling of Hearing Officers

1. As individual grievance hearings are scheduled, one of the hearing officers will be appointed on a rotating basis. If the selected hearing officer is unavailable for the scheduled hearing, the next hearing officer on the rotating list shall be appointed.

2. The hearing officer appointed for a grievance hearing shall not have had any previous participation in the events which are the subject of the grievance.

XII. Due Process Determination

A. Definition of Due Process

The term due process determination is defined as a determination by HUD that law of jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process.

The basic elements of due process include eviction action or termination of tenancy in a State or local court which the following procedural safeguards are required:

1. Adequate notice to the tenant of the grounds for terminating the tenancy for eviction;

2. Right of the tenant to be represented by counsel;

3. Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;

4. A decision on the merits.

B. Exception to the Due Process Determination

Local law may require that a tenant or homebuyer be given an opportunity for a hearing before eviction procedures are initiated. Where local law entitles all residents to a hearing (which opposes the HUD due process determination), local law will prevail.

APPENDIX C

APPLICATION PACKAGE

NEW CANAAN NEIGHBORHOODS, INC.

APPLICATION FOR HOUSING AT:

EQUAL HOUSING OPPORTUNITY

CANAAN PARISH APARTMENTS

EVIEW AVENUE, NEW CANAAN, CT 06840

Applicant's Name_____Apartment Size **(circle one) 1 Br 2 Br. 3 Br.**

Home Telephone_____E-Mail Address_____

Work Telephone_____

Street Address_____

Apt_____

Town/City_____State_____ Zip Code_____

Social Security Number_____Date of Birth_____

Race_____

Monthly Rent $_____ How Long at Present Address? _____Yrs _____Mo

Name of Present Landlord_____Landlord's Telephone Number_____

Landlord's Address_____Town/City_____State_____

Previous Address_____Town/City_____State_____

How Long at Previous Address_____Yrs_____Mo

Reason for Moving from Previous Address_____

Occupation_____Length of Employment_____Yrs_____Mo

Employer Name_____Employer Telephone_____

Employer Address_____Town/City_____State_____

Gross Employment Income $_____ per _____(Month or Week)

Amount of Public Assistance Benefits Received Monthly $_____

Amount of Social Security, SSI, Disability or Unemployment Received Monthly $_____

Other Income $_____ per _____(Month or Week)

Source of Other Income _____

Previous Employer _____ Location _____

Length of Employment _____Yrs_____Mo Reason for leaving_____

SPOUSE OR CO-APPLICANT INFORMATION

Spouse or Co-Applicant's Name_____

Home Telephone_____

Work Telephone_____

Spouse or Co-Applicant's Street Address_____Apt_____

Town/City_____State_____ Zip Code_____

Social Security Number_____Date of Birth_____

Race_____

Monthly Rent $_____How Long at Present Address? _____Yrs _____Mo

Name of Present Landlord_____Landlord's Telephone Number_____

Landlord's Address_____Town/City_____State_____

Previous Address_____Town/City_____State_____

How Long at Previous Address_____Yrs_____Mo

Reason for Moving from Previous Address_____

Occupation_____Length of Employment_____Yrs_____Mo

Employer Name_____Employer Telephone_____

Employer Address_____Town/City_____State_____

Gross Employment Income $_____ per _____ (Month or Week)

Amount of Public Assistance Benefits Received Monthly $_____

Amount of Social Security, SSI, Disability or Unemployment Received Monthly $_____

Other Income $_____ per _____(Month or Week)

Source of Other Income _____

Previous Employer _____Location _____

Length of Employment _____Yrs_____Mo Reason for leaving_____

Date Opened: March 30, 2009 9:00 A.M. Date Closed: April 14, 2009 @ 5:00 P.M.

Apartment Size Open: 1, 2 & 3 Bedroom

Continued on other side

CANAAN PARISH APARTMENTS APPLICATION

YOU MUST LIST ALL OTHERS WHO WILL OCCUPY THE APARTMENT

1. Name_____Date of Birth_____/_____/_____Sex_____

Relationship to Applicant _____Social Security Number _____

Gross Monthly Income $_____Source of Income_____

2. Name_____Date of Birth_____/_____/_____Sex_____

Relationship to Applicant _____Social Security Number _____

Gross Monthly Income $_____Source of Income_____

3. Name_____Date of Birth_____/_____/_____Sex_____

Relationship to Applicant _____Social Security Number _____

Gross Monthly Income $_____Source of Income_____

4. Name_____Date of Birth_____/_____/_____Sex_____

Relationship to Applicant _____Social Security Number _____

Gross Monthly Income $_____Source of Income_____

AUTOMOBILE INFORMATION:

Make _____Model_____ License Plate #_____State_____

Make _____Model_____ License Plate #_____State_____

BANK ACCOUNT INFORMATION:

Bank Name_____Type of Accounts_____

Bank Name_____Type of Accounts_____

Bank Name_____Type of Accounts_____

Name of Closest Relative: (Other than spouse)

_____

IMPORTANT NOTICE

This application must be updated once every year. To update this application, you must come to the Phoenix Management office at 101 Tresser Blvd, Stamford, CT and fill out a new application with current information.

YOU MUST NOTIFY OUR OFFICE IN WRITING OF ANY CHANGES IN YOUR MAILING ADDRESS.

Applicants are contacted by mail to be evaluated for tenancy at Canaan Parish Apartments. If we are unable to contact you by mail or you do not respond to our mailed contact letter within 14 days, your name will be removed from the waiting list; you WILL NOT be notified of this removal. Therefore it is very important that we have your correct and current address on file.

I/We hereby apply to Canaan Parish Apartments. I/We hereby certify that the foregoing information is true and correct to the best of my/our knowledge and belief. Inquiries may be made to verify the statements herein. I/WE UNDERSTAND THAT IT IS MY/OUR RESPONSIBILITY TO UPDATE THIS INFORMATION ANNUALLY.

Signed _____Date_____

Signed _____Date_____

Signed _____Date_____

Signed _____Date_____

APPENDIX E

CURRENT SCHEDULE OF ROUTINE MAINTENANCE CHARGES

TENANT CAUSED DAMAGES OR DAMAGE CAUSED DUE TO NEGLECT THAT ARE BILLED BACK TO THE TENANT ARE BILLED AT THE CONTRACTOR'S RATE OF TIME/MATERIAL.

AS LISTED ON HUD FORM 52158:

CONTRACTOR: 50.00
CONTRACTOR HELPER: 35.00
PLUMBER: 95.00
ELECTRICIAN: 90.00
CARPENTER: 60.00

APPENDIX F

INCOME LIMITS FOR ADMISSION

See attached updated schedule

SOURCE: http://www.huduser.org/datasets/il/il09/incomelimits_section8.pdf

STATE: CONNECTICUT

EFFECTIVE: 3-19-2009 (Until Superseded)

	PROGRAM	MEDIAN FAMILY INCOME	INCOME LIMITS 1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
HMFA : Bridgeport, CT		84800								
FY 2009 MEDIAN FAMILY	30% of MEDIAN		17800	20350	22900	25450	27500	29500	31550	33600
INCOME: 84800	VERY LOW-INCOME		29700	33900	38150	42400	45800	49200	52600	55950
	LOW-INCOME		44800	51200	57600	64000	69100	74250	79350	84500
HMFA : Danbury, CT		107100								
FY 2009 MEDIAN FAMILY	30% of MEDIAN		22500	25700	28950	32150	34700	37300	39850	42450
INCOME: 107100	VERY LOW-INCOME		37500	42850	48200	53550	57850	62100	66400	70700
	LOW-INCOME		49100	56100	63150	70150	75750	81350	87000	92600
HMFA : Stamford-Norwalk, CT		122300								
FY 2009 MEDIAN FAMILY	30% of MEDIAN		25700	29350	33050	36700	39650	42550	45500	48450
INCOME: 122300	VERY LOW-INCOME		42800	48900	55050	61150	66050	70950	75850	80700
	LOW-INCOME		55600	63550	71500	79450	85800	92150	98500	104850
HMFA : Hartford-W.Hartford-E.Hartford, CT		85100								
FY 2009 MEDIAN FAMILY	30% of MEDIAN		17900	20450	23000	25550	27600	29650	31700	33750
INCOME: 85100	VERY LOW-INCOME		29800	34050	38300	42550	45950	49350	52750	56150
	LOW-INCOME		44800	51200	57600	64000	69100	74250	79350	84500
HMFA : Southern Middlesex County, CT		96700								
FY 2009 MEDIAN FAMILY	30% of MEDIAN		20300	23200	26100	29000	31300	33650	35950	38300
INCOME: 96700	VERY LOW-INCOME		33850	38700	43500	48350	52200	56100	59950	63800
	LOW-INCOME		44800	51200	57600	64000	69100	74250	79350	84500
HMFA : Milford-Ansonia-Seymour, CT		85700								
FY 2009 MEDIAN FAMILY	30% of MEDIAN		18000	20550	23150	25700	27750	29800	31850	33900
INCOME: 85700	VERY LOW-INCOME		30000	34300	38550	42850	46300	49700	53150	56550
	LOW-INCOME		44800	51200	57600	64000	69100	74250	79350	84500
HMFA : New Haven-Meriden, CT		80200								
FY 2009 MEDIAN FAMILY	30% of MEDIAN		16850	19300	21700	24100	26050	27950	29900	31800
INCOME: 80200	VERY LOW-INCOME		28100	32100	36150	40150	43350	46550	49800	53000
	LOW-INCOME		44800	51200	57600	64000	69100	74250	79350	84500
HMFA : Waterbury, CT		66900								
FY 2009 MEDIAN FAMILY	30% of MEDIAN		16850	19300	21700	24100	26050	27950	29900	31800
INCOME: 66900	VERY LOW-INCOME		28100	32100	36150	40150	43350	46550	49800	53000
	LOW-INCOME		44800	51200	57600	64000	69100	74250	79350	84500
HMFA : Colchester-Lebanon, CT		91400								
FY 2009 MEDIAN FAMILY	30% of MEDIAN		19200	21900	24650	27400	29600	31800	34000	36150
INCOME: 91400	VERY LOW-INCOME		32000	36550	41150	45700	49350	53000	56650	60300
	LOW-INCOME		44800	51200	57600	64000	69100	74250	79350	84500
HMFA : Norwich-New London, CT		80500								
FY 2009 MEDIAN FAMILY	30% of MEDIAN		16900	19300	21750	24150	26100	28000	29950	31900
INCOME: 80500	VERY LOW-INCOME		28200	32200	36250	40250	43450	46700	49900	53150
	LOW-INCOME		44800	51200	57600	64000	69100	74250	79350	84500
COUNTY : LITCHFIELD COUNTY		86700								
FY 2009 MEDIAN FAMILY	30% of MEDIAN		18200	20800	23400	26000	28100	30150	32250	34300
INCOME: 86700	VERY LOW-INCOME		30350	34700	39000	43350	46800	50300	53750	57200
	LOW-INCOME		44800	51200	57600	64000	69100	74250	79350	84500
COUNTY : WINDHAM COUNTY		68500								
FY 2009 MEDIAN FAMILY	30% of MEDIAN		16850	19300	21700	24100	26050	27950	29900	31800
INCOME: 68500	VERY LOW-INCOME		28100	32100	36150	40150	43350	46550	49800	53000
	LOW-INCOME		44800	51200	57600	64000	69100	74250	79350	84500

APPENDIX G

FLAT RENT VS. INCOME-BASED RENT

New Canaan Housing Authority

57 Millport Avenue
New Canaan, Connecticut 06840

Flat Rent vs. Income Based Rent Fact Sheet

The New Canaan Housing Authority will provide all families the opportunity to annually select whether to pay income based rent or the established flat rent.

Flat Rents
The New Canaan Housing Authority has established a flat rent for each dwelling unit of public housing, which is based on the following:

- The rental value of the unit, as determined in accordance with the Authority's Admissions and Continued Occupancy Policy.
- Designed so that the rent structure does not create disincentive for continued residency in public housing by families who are attempting to become economically self sufficient through employment.

The New Canaan Housing Authority will review the income of families paying the flat rent not less than every three years.

Income Based Rents
The Total Tenant Payment (TTP) amount for a family shall be an amount, as verified by the NCHA, which does not exceed the greatest of the following amounts:

- 30% of the family's adjusted monthly income
- 10% of the family's monthly income
- The established minimum rent of $25.00

Switching Rent Determination Methods
In the case of a family that has elected to pay the Flat Rent, and if the NCHA has determined that the family is unable to pay the Flat Rent because of financial hardship, the family will be provided the opportunity to switch to the Income Based Rent.

Certification
I have read and understand the Flat Rent vs. Income Based Rent Policy.

_____ _____
(Resident Signature) (Date)

_____ _____
(NCHA Representative Signature) (Date)

APPENDIX H

MINIMUM RENT HARDSHIP EXEMPTION

New Canaan Housing Authority

57 Millport Avenue
New Canaan, Connecticut 06840

Minimum Rent Hardship Exemption

The New Canaan Housing Authority shall immediately grant an exemption from application of the minimum monthly rent to any resident unable to pay such amount because of financial hardship, which shall include situations in which:

- The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program
- The family would be evicted as a result of the imposition of the minimum rent requirement
- The income of the family has decreased because of changed circumstance, including loss of employment and/or a death in the family.

If a resident requests a hardship exemption and the NCHA reasonably determines the hardship to be of a temporary nature, an exemption shall not be granted during the 90-day period beginning from the date of the exemption request. A resident may not be evicted for non-payment of rent during this 90-day period. In such case, if the resident demonstrates that the financial hardship is of a long-term basis, the NCHA will retroactively exempt the resident from the applicability of the minimum rent requirement for such 90-day period.

Certification
I have read and understand the Minimum Rent Hardship Exemption Policy.

_____ _____
(Resident Signature) (Date)

_____ _____
(NCHA Representative Signature) (Date)

APPENDIX I

NOTICE OF RENT ADJUSTMENT LETTER

New Canaan Housing Authority

57 Millport Avenue
New Canaan, Connecticut 06840

Date: _ _____

Resident Name and Address: _____

_ _____

New Canaan, CT

*****NOTICE OF RENT ADJUSTMENT*****

Based on ANNUAL REEXAMINATION OF INCOME and FAMILY COMPOSITION, this notice shall serve as an **AMENDMENT** to your current **DWELLING LEASE**.

As required by federal regulation 24 CFR 960.253, you have the right to choose a Flat Rent or and Income Based Rent.

The **Flat Rent** will be $ _____ effective _____ through _____.

The **Income Based Rent** will be $ _____ effective _____ through _____.

Please indicate your choice by signing below, and return the form to the NCHA management office no later than _____.

I select the **Flat Rent**. _____ _____ (Resident Signature) (Date)
I select the **Income Based Rent**. _____ _____ (Resident Signature) (Date)

It has also been determined that your family *(circle all that apply)*:

a. Will receive a **retroactive active rent credit** of $ _____ for the period between _____ and _____.

b. Will be assessed a **retroactive rent charge** of $ _____ for the period between _____ and _____.

c. Requires a **unit transfer** from a _____ bedroom unit to a _____ bedroom unit. Your name has been placed on the transfer list effective _____.

d. Does **not** require a unit transfer.

e. Requires a unit with **special accommodations**.

If you disagree with your new rental amount, you have the right to file a grievance under NCHA's Grievance Procedure as provided under Sections II and VII of the Lease within ten (10) business days from the date of this notice.

Sincerely,

Property Manager

cc: Resident File

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

OFFICE OF HOUSING

Special Attention of:

Multifamily Hub Directors
Multifamily Program Center Directors
Supervisory Housing Project Managers
Project Managers
Contract Administrators
Owners and Management Agents Administering
the Project-Based Section 8 Assistance Program

NOTICE: H 08-07

Issued: September 30, 2008

Expires: September 30, 2009

SUBJECT: Implementation of the Violence Against Women and Justice Department Reauthorization Act of 2005 for the Multifamily Project-Based Section 8 Housing Assistance Payments Program

I. PURPOSE

The purpose of this Notice is to provide guidance to owners and management agents (O/As) administering one of Multifamily Housing's project-based Section 8 programs on the implementation of the Violence Against Women Act and Department of Justice Reauthorization Act of 2005, Public Law 109-162, hereafter referred to as VAWA.

In summary, the VAWA provides legal protections to victims of domestic violence, dating violence or stalking. These protections prohibit O/As from evicting or terminating assistance from individuals being assisted under a project-based Section 8 program if the asserted grounds for such action is an instance of domestic violence, dating violence or stalking.

This Notice transmits the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066 (Attachment 1), as required by the provisions of Section 606 of the VAWA. The VAWA provides that O/As may request a tenant to certify that he/she is a victim of domestic violence, dating violence or stalking and that the incidence(s) of threatened or actual abuse are bona fide in determining whether the protections afforded under the VAWA are applicable.

This Notice also transmits the HUD-approved Lease Addendum (Form HUD-91067) (Attachment 2) for use with the applicable HUD model lease for the covered project-based Section 8 program. This addendum revises the lease to

reflect the statutory requirements of the VAWA that are related to the project-based Section 8 assistance programs.

II. APPLICABILITY

This notice is applicable to all O/As participating in the following project-based Section 8 programs under the United States Housing Act of 1937 (42 U.S.C. 1437):

- New Construction
- State Agency Financed
- Substantial Rehabilitation
- Loan Management Set-Aside (LMSA)
- Property Disposition Set-Aside (PDSA)
- Section 202 Projects With Section 8 Assistance (Section 202/8)
- Rural Housing Section 515 Projects With Section 8 Assistance (RHS Section 515/8)

III. BACKGROUND

On January 5, 2006, President Bush signed into law the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Public Law 109-162) and on August 12, 2006, signed into law technical corrections to the VAWA (Public Law 109-271).

The VAWA protections apply to families applying for or receiving rental assistance payments under the project-based Section 8 program. The law protects victims of domestic violence, dating violence or stalking, as well as their immediate family members generally, from being evicted or being denied housing assistance if an incident of violence that is reported and confirmed. The VAWA also provides that an incident of actual or threatened domestic violence, dating violence or stalking does not qualify as a serious or repeated violation of the lease nor does it constitute good cause for terminating the assistance, tenancy, or occupancy rights of the victim. Furthermore, criminal activity directly relating to domestic violence, dating violence or stalking is not grounds for terminating the victim's tenancy. O/As may bifurcate a lease in order to evict, remove, or terminate the assistance of the offender while allowing the victim, who is a tenant or lawful occupant, to remain in the unit.

IV. DEFINITIONS

The following definitions are provided as assistance in understanding and implementing the VAWA protections. The definitions for domestic violence, dating violence, stalking and immediate family member have been incorporated into the United States Housing Act.

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

Dating Violence means violence committed by a person: (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; and (iii) the frequency of interaction between the persons involved in the relationship.

Stalking means (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of 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 (iii) the spouse or intimate partner of that person.

Immediate Family Member means, with respect to a person: (a) a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or (B) any other person living in the household of that person and related to that person by blood or marriage.

Bifurcate means to divide a lease as a matter of law so that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

V. PROTECTIONS FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

The law offers the following protections against eviction or denial of housing based on domestic violence, dating violence or stalking:

A. An applicant's or program participant's status as a victim of domestic violence, dating violence or stalking is not a basis for denial of rental assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.

B. An incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for terminating the assistance, tenancy, or occupancy rights of a victim of abuse.

C. Criminal activity directly related to domestic violence, dating violence or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts.

D. Assistance may be terminated or a lease "bifurcated" in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain.

E. The provisions protecting victims of domestic violence, dating violence or stalking engaged in by a member of the household, may not be construed to limit the O/A, when notified, from honoring various court orders issued to either protect the victim or address the distribution of property in case a family breaks up.

F. The authority to evict or terminate assistance is not limited with respect to to a victim that commits unrelated criminal activity. Furthermore, if an O/A can show an actual and imminent threat to other tenants or those employed at or providing service to the property if an unlawful tenant's residency is not terminated, then evicting a victim is an option, the VAWA notwithstanding. Ultimately, O/As may not subject victims to more demanding standards than other tenants.

G. The VAWA protections shall not supersede any provision of any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence or stalking. The laws offering greater protection are applied in instances of domestic violence, dating violence or stalking.

VI. RIGHTS AND RESPONSIBILITIES OF OWNERS/AGENTS AND TENANTS

A. Owners/Agents (O/As) Rights and Responsibilities

1. Tenant Selection Plans and Policies and Procedures

O/As should update their Tenant Selection Plans and/or House Rules, as applicable, to incorporate the VAWA policies and protections. Amending these documents will ensure uniformity in spreading awareness of the VAWA and avoid improper evictions.

O/As are encouraged to establish policies that support or assist victims of domestic violence, dating violence or stalking and that will protect victims, as well as members of their family, from losing their HUD-assisted housing as a consequence of domestic violence, dating violence or stalking.

O/As must provide tenants the option to complete the Certification form discussed in 3, below. The certification form may be made available to all eligible families at the time of admission or, in the event of a termination or start of an eviction for cause proceeding, the certification may be enclosed with the appropriate notice, directing the family to complete, sign and return the form within fourteen (14) business days.

2. Certification and Confidentiality

O/As responding to an incident of actual or threatened domestic violence, dating violence or stalking that could potentially have an impact on a tenant's participation in the housing program may request in writing that an individual complete, sign, and submit within 14 business days of the request, the HUD-approved certification form (HUD-91066). The O/A may extend this time period at his/her discretion.

Alternatively, in lieu of the certification form or in addition to it, O/As may accept a) a federal, state, tribal, territorial, or local police record or court record or b) documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse. The signatory attests under penalty of perjury (28 U.S.C. §1746) to his/her belief that the incident in question represents bona fide abuse, and the victim of domestic violence, dating violence or stalking has signed or attested to the documentation.

O/As are not required to demand that an individual produce official documentation or physical proof of an individual's status as a victim of domestic violence, dating violence or stalking in order to receive the protections of the VAWA. O/As, at their discretion, may provide assistance to an individual based solely upon the individual's

statement or other corroborating evidence. O/As are encouraged to carefully evaluate abuse claims as to avoid conducting an eviction based on false or unsubstantiated accusations.

O/As should be mindful that the delivery of the certification form to the tenant via mail may place the victim at risk, e.g., the abuser may monitor the mail. Therefore, in order to mitigate risks, O/As are encouraged to work with the tenant in making acceptable delivery arrangements, such as inviting them into the office to pick up the certification form or making other discreet arrangements.

The identity of the victim and all information provided to O/As relating to the incident(s) of domestic violence must be retained in confidence by the O/A and must neither be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is a) requested or consented to by the individual in writing; b) required for use in an eviction proceeding or termination of assistance; or c) otherwise required by applicable law. The HUD-approved certification form provides notice to the tenant of the confidentiality of the form and the limits thereof.

O/As must retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from other tenant files.

3. Lease

a. Lease Addendum

O/As are required to attach the HUD-approved Lease Addendum, Form HUD-91067, (Attachment 2), which includes the VAWA provisions, to each existing or new lease.

1) New admissions. O/As must provide the tenant with the applicable HUD model lease along with the Lease Addendum.

2) Existing tenants. O/As must expeditiously begin to notify existing tenants of the modification to the lease. Notification is accomplished by forwarding to each tenant a copy of the addendum that revises the existing lease agreement. O/As must also include a letter clearly stating that the tenant can either accept the modification or move but that a response is due within 30 days. For additional information on lease modifications, refer to HUD Handbook 4350.3, REV-1, *Occupancy Requirements of Subsidized Multifamily Housing Programs*, Chapter Six.

b. Lease Bifurcation

Should it be determined that physical abuse caused by a tenant is clear and present, the law provides O/As the authority to bifurcate a lease i.e., remove, evict, or terminate housing assistance to that individual, while allowing the victim, who lawfully occupies the home, to maintain tenancy. O/As must keep in mind that the eviction of or the termination action against the individual must be in accordance with the procedures prescribed by federal, state, and local law.

In the event that one household member is removed from the unit because of engaging in acts of domestic violence, dating violence or stalking against another household member, an interim recertification should be processed reflecting the change in household composition. See Handbook 4350.3 REV-1, *Occupancy Requirements of Subsidized Multifamily Housing Programs*, Chapter 7, Section 2 for processing interim recertifications.

B. Tenants Rights and Responsibilities

Tenants and family members of tenants who are victims of domestic violence, dating violence or stalking are protected by the VAWA from being evicted or from housing assistance being terminated because of the acts of violence against them.

If requested, tenants are required to submit to the O/A a completed Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other supporting documentation as described in VI.A.2, above, within 14 business days of the O/A's request, or any extension of that date provided by the O/A. If the certification or other supporting documentation is not provided within the specified timeframe, the landlord may begin eviction proceedings.

If the tenant has sought assistance in addressing domestic violence, dating violence or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the tenant may submit written proof of this outreach.

It is possible for someone lawfully occupying the unit, who is also a victim, to be evicted or removed from the home. If the victim commits separate criminal activity, a landlord may evict them for engaging in crime. Furthermore, if a victim poses "an actual and imminent threat to other tenants or those employed at or providing service to the property," they could be evicted, despite the VAWA. Of paramount

consideration within the VAWA is that the landlord may not hold the victim to a more demanding standard than other tenants.

VII. ADDITIONAL INFORMATION

O/As are encouraged to access the complete version of the VAWA (Public Law 109-162; 119 Stat. 2960) via the internet at the following address: http://thomas.loc.gov (the Library of Congress website). The VAWA technical corrections bill (Public Law 109-271) was signed into law on August 12, 2006, and may also be viewed via the Library of Congress website using the above noted address.

VIII. PAPERWORK REDUCTION

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3520) and assigned OMB Control Number 2502-0204. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

Any questions related to this Notice should be addressed to the Multifamily Housing Assistance Policy Division at (202) 708-3000.

Brian D. Montgomery
Assistant Secretary for Housing -
Federal Housing Commissioner

Attachments (2)

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

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

Attachment 1
OMB Approval No. 2502-0204

Public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by owners and management agents administering Section 8 project-based assistance under the United States Housing Act of 1937 (42 U.S.C. 1437) to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Purpose of Form: The Violence Against Women and Justice Department Reauthorization Act of 2005 protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence or stalking (collectively " domestic violence") from being evicted or terminated from housing assistance based on acts of such violence against them.

Use of Form: If you have been a victim of domestic violence, you or a family member on your behalf, must complete and submit this certification form, or submit the information described below under "Alternate Documentation," which may be provided in lieu of the certification form, within 14 business days of receiving the written request for this certification form from the owner or management agent. The certification form or alternate documentation must be returned to the person and the address specified in the written request for the certification form. If the requested certification form or the information that may be provided in lieu of the certification form is not received by the 14th business day or any extension of the date provided by the owner or management agent, none of the protections afforded to victims of domestic violence under the Section 8 project-based assistance program will apply. Distribution or issuance of this form does not serve as a written request for certification.

Alternate Documentation: In lieu of this certification form (or in addition to it), the following documentation may be provided:

(1) A federal, state, tribal, territorial, or local police or court record; or

(2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse, and the victim has signed or attested to the documentation.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE:

1. **Date written request is received from owner or management agent:** _____
2. **Name of victim:** _____
3. **Your name (if different)**_____
4. **Name(s) of other family members listed on the lease:** _____

_____

5. **Name of the abuser:** _____
6. **Relationship of the abuser to the victim:** _____
7. **Date of incident:** _____
8. **Time of incident:**_____
9. **Location of incident:**_____

{Page two must be completed and attached to this form.}

In your own words, describe the incident (Attach more sheets if needed. Initial each attachment.):

This is to certify, under penalty of perjury, that the information provided is true and correct, and that the individual named above in Item 2 is a victim of domestic violence, dating violence or stalking. The incident(s) in question is a bona fide incident(s) of such actual or threatened abuse. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for termination of Section 8 project-based assistance or eviction from assisted property.

Signature _____ Executed on (Date) _____

All information provided to an owner or management agent related to the incident(s) of domestic violence, dating violence or stalking, including the fact that an individual is a victim of domestic violence, dating violence or stalking shall be retained in confidence by the owner or management agent and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is:

(1) Requested or consented to by the victim in writing;
(2) Required for use in an eviction proceeding or termination of assistance; or
(3) Otherwise required by applicable law

OMB Approval No. 2502-0204

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon

extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

_____	_____
Tenant	Date
_____	_____
Landlord	Date