

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
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1.0	PHA Information PHA Name: <u>Housing Authority of the City of Blakely</u> PHA Code: <u>GA114</u> PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>FY 04/01/2010</u>				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>159</u> Number of HCV units: _____				
3.0	Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
					PH HCV
	PHA 1:				
	PHA 2:				
	PHA 3:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.				
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: See Below.				
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. See Below.				
6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. ACOP, Lease, Procurement Policy				
7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable. NA</i>				
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.				
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing. See Attachments.				
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. See Attachments.				
8.3	Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.				
9.0	Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. See Below.				

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. See below.
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. (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification” See below.
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, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (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, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)

5.1 MISSION STATEMENT

TO SUPPORT THE COMMUNITIES HOUSING INITIATIVES AND PROVIDE ADEQUATE, AFFORDABLE AND ENVIRONMENTALLY SOUND HOUSING OPPORTUNITIES TO VERY LOW AND LOW-INCOME FAMILIES FREE FROM DISCRIMINATION.

5.2 GOALS AND OBJECTIVES

GOAL A: PROMOTE DECENT, SAFE AND AFFORDABLE HOUSING TO VERY LOW AND LOW-INCOME FAMILIES

- 1A. IMPROVE THE MANAGEMENT ACCOUNTABILITY AND PHYSICAL QUALITY OF PUBLIC HOUSING.
- 2A. ESTABLISH REGULATIONS AND GUIDELINES THAT EMPOWER PROGRAM PARTICIPANTS TO MAINTAIN DECENT, SAFE AND SANITARY HOUSING CONDITIONS.

GOAL B: STRENGTHEN COMMUNITY HOUSING INITIATIVES

- 1B. NETWORK WITH COMMUNITY ORGANIZATIONS SUCH AS THE DEPARTMENT OF FAMILY AND CHILDREN SERVICES AND FAMILY CONNECTION TO MEET THE HOUSING NEEDS OF LOW AND VERY-LOW INCOME FAMILIES.

GOAL C: EMBRACE HIGH STANDARDS OF ETHICS, MANAGEMENT AND ACCOUNTABILITY

- 1C. IMPROVE INTERNAL AND MANAGEMENT CONTROLS TO ENSURE PROGRAM COMPLIANCE.
- 2C. IMPROVE ACCOUNTABILITY, SERVICE DELIVERY AND CUSTOMER SERVICE.

6.0 PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

ACOP AND LEASE MODIFICATIONS/REVISIONS

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

ADMINISTRATIVE OFFICE, 411 DAMASCUS ROAD, BLAKELY, GA

9.0 HOUSING NEEDS: EXTRACTED FROM THE DCA GA CONSOLIDATED PLAN FY2005-FY2010 GEORGIA'S CONSOLIDATED PLAN FFY 2005 – FFY 2010

I. Access to Affordable Housing

Although the federal minimum wage increased in calendar year 2009 to \$7.25 per hour, a household earning a single minimum wage could pay not more than \$247 per month for rent before the household becomes cost burdened when the minimum wage was \$5.15 per hour. In Georgia, 32.5% of households rent whereas 67.5% own homes. According to the National Low Income Housing Coalition, 68.2% of extremely low-income renter households in Georgia are cost burdened, and 53.4% of Georgia's extremely low income renter households are severely cost burdened.

Most available housing at a cost low enough to be affordable is found in neighborhoods distressed by violence and crime. Homeless clients have been reported to prefer staying in shelters rather than living in areas where they or their children may be in danger. Additional programs and incentives are needed in order to disperse affordable housing opportunities to Georgia's low-income families and individuals. More efforts are also needed to prevent new households from becoming homeless and to assist the existing homeless population in securing permanent housing.

II. OTHER HOUSING NEEDS

Additional bed spaces in emergency shelters, transitional housing facilities, single room occupancies and efficiency apartments are needed across Georgia to serve the existing homeless population. Homeless providers have voiced the need for facilities that offer transitional housing to young adults over age 18; shelters that are accessible by all household types; and the elimination of time limits. Other housing needs identified by providers include additional housing for homeless men and families; increased access to affordable housing; additional transitional housing; down payment and first/last month's rent assistance; rental assistance; long-term shelters; additional shelters; and education for the general public on the homeless issue. Additional assistance is needed with paying past utility bills and new utility deposits; long-term lease or lease purchase arrangements for households leaving transitional housing; and weatherization services.

III. OVERVIEW OF GEORGIA'S HOUSING SUPPLY

Continued population growth, combined with increasingly smaller household sizes and record low mortgage rates, has spurred tremendous growth in the housing market for Georgia. The number of occupied housing units increased approximately 27% from 1990 to 2000, higher than the 24% increase in total housing units for the state. In fact, the increase in the number of Georgia's housing units did not keep pace with the increase in Georgia's population. The population increase played a major factor in the growth of owner-occupied housing units when compared to renter-occupied units.

In 2000, Georgia’s housing stock consisted of 67% single-family houses, 7% two to four-unit houses, 14% multifamily units, and 12% mobile homes. From 2000 to 2002, the housing unit inventory increased by an estimated 6.3%. During this time, Georgia ranked fourth in the nation as having the greatest percentage of housing unit change. Much of this development activity was concentrated in or near Atlanta.

The majority of households with housing needs are owners living in single unit detached houses (81.7%). Renters of single unit detached houses make up the next largest group of households with housing needs (27.9%).

IV. CONDITION OF GEORGIA’S HOUSING SUPPLY

Kitchen Facilities – More than 99% of Georgia’s housing units had kitchen facilities. Only 0.5% (15,161) lacked complete kitchen facilities.

Plumbing Facilities – Almost all housing units had plumbing facilities. A total of 17,117 units, approximately 0.6% lacked complete plumbing facilities.

Heating Source – The majority of Georgia’s houses were heated by utility gas (49%). Thirty-eight percent (38%) utilized electricity as the source of heating; 11% used bottled, tank, or LP gas; and the remaining 2% used another fuel or no fuel at all.

Overcrowding – Conditions of overcrowding, defined as more than one person per room, affected 4.8% of all occupied housing units in Georgia. Renters were more likely to live in overcrowded units than owners (9.8% and 2.4%, respectively). Hispanics were more likely to live in overcrowded housing than all other racial/ethnic groups.

Age of Housing Stock – Twenty-eight percent (28%) of Georgia’s housing units were 10 years old or less in 2000, 22% were between 11 and 20 years old, 31% were between 21 and 40 years old.

V. GEORGIA’S HOUSING COSTS

A household spending more than 30% of its income on housing is said to be cost burdened. From 1990 to 2000, housing costs increased 47% for renters while the median income increased 46.2% from \$29,021 in 1989 to \$42,433 in 1999. According to the 2000 census, the median contract rent was \$505. Median contract rent indicates the monthly rent agreed to regardless of furnishings, utilities, fees, meals, or services that may be included. With a 47% increase in rents since 1990, lower-income households are having an increasingly difficult time finding affordable housing. According to the National Low Income Housing Coalition, an extremely low-income household can afford monthly rent of no more than \$433 – only 85% of the state’s median rent.

In 2004, HUD’s fair market rent for a two-bedroom unit was proposed to be \$728 – only 59% of the state’s median rent. A minimum wage earner could afford monthly rent of no more than \$268 without becoming cost burdened. Forty four percent (44%) of renters in Georgia (429,975 households) are unable to afford the fair market rent for a two-bedroom unit.

Housing Costs	1990	2000	% Change 1990-2000
Median Contract Rent	\$344	\$505	47%
Median Home Value	\$71,200	\$111,200	56%

The average sales price of a home in Georgia in 2000 was \$162,954. By 2002, the average sales price was \$176,868. The HUD estimated median income for Georgia households in 2000 was \$50,600 annually. A household earning 80% of the median income (\$0,480) or below would not be able to afford a home at the 2000 average sales price. This also holds true when using the 2002 median income and purchase price averages.

It appears that many low- and moderate-income households in Georgia (40% of all households) could not afford the average sales price of a home in Georgia.

Transportation expenses also impact the affordability of a housing unit for many households. For low- and moderate-income households, the quest to find an affordable housing unit may lead them far from available jobs, further increasing the cost of transportation. Simultaneously, the increase in transportation costs effectively reduces the amount of income available for housing costs. Renters facing this dilemma may not have enough money to cover other costs of living. Homeowners may not be able to maintain their homes adequately. Ultimately, high transportation costs can restrict a household from venturing into homeownership and from building wealth.

VI. GEORGIA'S HOUSING DEMAND

The total increase in demand for housing is anticipated to be just over 525,000 new units from 2000 to 2010. Housing demand for low- and moderate-income households is estimated to make up 75% of these new units, or approximately 379,103 new housing units.

VII. REGULATORY BARRIERS TO AFFORDABLE HOUSING IN GEORGIA

Although many barriers to affordable housing are beyond governmental control, several factors affecting housing costs can be identified at the government level. Governmental barriers to affordable housing are often a side effect of policies regarding essentially unrelated areas, such as transportation and the environment. Nevertheless, social attitudes and the desire of individuals to protect financial investments frequently result in a "not in My Back Yard" syndrome where protectionist actions work to limit housing and resident diversity. The types of regulations that may influence housing costs are zoning ordinances and land use controls, building codes, fees and charges, tax policies, transportation and Federal policies.

VIII. FIVE-YEAR STRATEGIC PLAN

Georgia's Housing and Community Development Priority Needs

Direct Benefit Priorities

- To increase the number of Georgia's low- and moderate-income households who have obtained affordable rental housing that is free of overcrowded and structurally substandard conditions.
- To increase the number of Georgia's low- and moderate-income households who have achieved and are maintaining homeownership in housing free of overcrowded and structurally substandard conditions.
- To increase the access of Georgia's homeless to a continuum of housing and supportive services which address their housing, economic, health and social needs.
- To increase the access of Georgia's special need populations to a continuum of housing and supportive services that address their housing, economic, health and social needs.
- To increase the access of Georgia's elderly population to a continuum of housing and supportive services which address their housing, economic, and social needs.

Production Improvement Priorities

- To increase coordination, strengthen linkages and encourage the formation of partnerships between Georgia's private sector housing developers, financial institutions, nonprofit organizations, public sector agencies, foundations and other providers.
- To increase the capacity and skills of local nonprofit organizations and other providers to offer housing assistance.
- To improve the responsiveness of state and local policies to affordable housing issues.

IX. GEORGIA'S FIVE-YEAR AFFORDABLE HOUSING PRIORITIES

- To increase the number of Georgia's low- and moderate-income households who have obtained affordable rental housing that is free of overcrowded and structurally substandard conditions.
- To increase the access of Georgia's Latino population to a continuum of housing and supportive services which address their housing, economic and social needs.
- To increase the number of Georgia's low- and moderate-income households who have achieved and are maintaining homeownership in housing free of overcrowded and structurally substandard conditions.

Strategy for addressing housing needs.

Georgia's housing strategies, goals and objectives as established in the Comprehensive Plan coincide and are directly related to the goals and objectives of the Housing Authority. The Housing Authority will strive to meet its goals and objectives and assist the City of Arlington in meeting similar housing goals and objectives.

10. 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.

In developing the FY-2005 Agency Plan, goals, objectives and strategies were established by the Housing Authority of the City of Blakely to coincide with HUD's initiatives. The Housing Authority of the City of Blakely met these goals, objectives and strategies during the past five year period.

The United States District Court for the Middle District of Georgia issued a Consent Order on March 21, 2005 as a result of Class Action Civil Action Number 1:00-CV-109-1 (WLS) and Civil Action Number 1:02-CV-87-3 (WLS). The Consent Order was issued as a result of a racial discrimination complaint filed by a number of individually named plaintiffs and a class of past, present and future African-American tenants and applicants of the Housing Authority of the City of Blakely (HACB).

The Consent Order mandated the HACB to develop Uniform and Nondiscriminatory Procedures for approval by the U. S. Department of Justice (DOJ). The Uniform and Nondiscriminatory Procedures were approved by the HACB Board of Commissioners on April 27, 2005 subject to the incorporation of a few minor changes. These changes were incorporated in June, and subsequently, the DOJ approved the Uniform and Nondiscriminatory Procedures. The Uniform and Nondiscriminatory Procedures were incorporated into the Admissions and Continued Policy (ACOP) for the HACB.

The ACOP includes sections that address *fair housing; reasonable accommodation; services for non-English speaking applicants and residents; family outreach; required postings; processing applications; eligibility for admission; managing the waiting list; resident selection and assignment plan; income, exclusions from income and deductions from income; verifications; determination of total tenant payment and tenant rent; continued occupancy and community service; recertifications; unit transfers; inspections; pet policy; repayment agreements, terminations; support for the armed forces and the anti fraud policy.* It is a comprehensive policy that provides regulatory requirements and guidance for the HACB staff in receiving and processing applications and continued occupancy in public housing for qualified families. It is the policy of the HACB to comply with all Federal, State and local nondiscrimination laws. The Nondiscrimination Policy outlines the fair housing laws applicable to public housing administration.

The Housing Authority of the City of Blakely is no longer under the jurisdiction of the United States District Court for the Middle District of Georgia. The Consent Order has been dismissed and all mandated requirements have been met.

(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"

Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the Housing Authority of the City of Blakely that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioner

Part I: Summary			
PHA Name: Housing Authority of the City of Blakely	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Grant Type and Number Capital Fund Program Grant No: GA06P11450108 Replacement Housing Factor Grant No: Date of CFFP:</td> <td style="width:50%;">FFY of Grant: FY2008 FFY of Grant Approval:</td> </tr> </table>	Grant Type and Number Capital Fund Program Grant No: GA06P11450108 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: FY2008 FFY of Grant Approval:
Grant Type and Number Capital Fund Program Grant No: GA06P11450108 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: FY2008 FFY of Grant Approval:		

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	9,207			
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	224,500			
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: Housing Authority of the City of Blakely	Grant Type and Number Capital Fund Program Grant No: GA06P11450108 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant:FY2008 FFY of Grant Approval:			
Type of Grant					
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
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)	233,707			
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	

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PHA Name: Housing Authority of the City of Blakely	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Grant Type and Number Capital Fund Program Grant No: GA06P11450109 Replacement Housing Factor Grant No: Date of CFFP:</td> <td style="width:50%;">FFY of Grant: FY2009 FFY of Grant Approval:</td> </tr> </table>	Grant Type and Number Capital Fund Program Grant No: GA06P11450109 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: FY2009 FFY of Grant Approval:
Grant Type and Number Capital Fund Program Grant No: GA06P11450109 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: FY2009 FFY of Grant Approval:		

Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no:1) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report	
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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	1,907			
3	1408 Management Improvements		45,828		
4	1410 Administration (may not exceed 10% of line 21)		22,914		
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	90,300			
10	1460 Dwelling Structures	141,500			
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				

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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

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Type of Grant						
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)		
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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)	184,503	229,141			
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	

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Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report	
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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)	229,141			
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	

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:	Grant Type and Number Capital Fund Program Grant No: GA06S11450109 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: FY2009 FFY of Grant Approval: FY2009

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	\$2,000	\$4,326		
8	1440 Site Acquisition				
9	1450 Site Improvement		\$4,000		
10	1460 Dwelling Structures	\$293,826	\$287,500		
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: Housing Authority of the City of Blakely	Grant Type and Number Capital Fund Program Grant No: GA06S11450109 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: FY2009 FFY of Grant Approval: FY2009			
Type of Grant					
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
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)	\$295,826	\$295,826		
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	

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: Housing Authority of the City of Blakely			Grant Type and Number Capital Fund Program Grant No: GA06S11450109 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: FY2009		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PHA Wide	Fees & Costs	1430		\$2,000	\$4,326			
PHA Wide	Install energy efficient windows	1460	159	\$293,826	0			
	Replace Roofs	1460			0			
	Install energy efficient stoves	1460			0			
	Install energy efficient refrigerators	1460			0			
	Install energy efficient hot water heaters	1460			0			
GA114-001	Replace roofs:							
	Cedar Hill I (37 units/17 bldgs @ 5,000)	1460		0	\$85,000			
	Cedar Hill II (13 units/7bldgs @ 5,000))	1460		0	\$35,000			
	Willis Cain II (10 units/8 bldgs @5,000)	1460		0	\$40,000			
	Replace Doors:							
	Baptist Branch (50 units/100 doors @ 800)	1460			\$80,000			
	Willis Cain (replace 2 doors @ 800)	1460		0	\$1,600			
	Install energy efficient Windows:							
	Cedar Hill II (13 units/7bldgs)		21 total	0	\$6,300			
	Willis Cain I (49 units/10 bldgs)		132 total	0	\$39,600			
	Willis Cain II (10 units/8 bldgs)			0				

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.

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 Expires 4/30/20011

Part I: Summary						
PHA Name/Number Housing Authority of the City of Blakely		Locality (City/County & State)			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY 2010	Work Statement for Year 2 FFY 2011	Work Statement for Year 3 FFY 2012	Work Statement for Year 4 FFY 2013	Work Statement for Year 5 FFY 2014
B.	Physical Improvements Subtotal	Annual Statement				
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations		229,141	229,441	229,441	229,441
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total					

Capital Fund Program—Five-Year Action Plan

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

Part I: Summary (Continuation)						
PHA Name/Number			Locality (City/county & State)		<input checked="" type="checkbox"/> Original 5-Year Plan	<input type="checkbox"/> Revision No:
A.	Development Number and Name	Work Statement for Year 1 FFY 2010	Work Statement for Year 2 FFY 2011	Work Statement for Year 3 FFY 2012	Work Statement for Year 4 FFY 2013	Work Statement for Year 5 FFY 2014
		Annual Statement				
	Operations PHA Wide		229,141	229,141	229,141	229,141

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY 2010	Work Statement for Year _____ FFY _____			Work Statement for Year: _____ 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						
Annual						
Statement						
	Subtotal of Estimated Cost		\$	Subtotal of Estimated Cost		\$

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY _____	Work Statement for Year _____ FFY _____			Work Statement for Year: _____ 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						
Annual						
Statement						
	Subtotal of Estimated Cost		\$	Subtotal of Estimated Cost		\$

BLAKELY HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY
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EXHIBITS:

COMMUNITY SERVICE REQUIREMENT
DECONCENTRATION POLICY
GRIEVANCE PROCEDURE
RENT COLLECTION POLICY

HOUSEKEEPING STANDARDS
DWELLING LEASE
PET OWNERSHIP REQUEST

BLAKELY HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Housing Authority of the City of Blakely's (HACB's) policies for the operation of the Public Housing Program, incorporating Federal, State and local law. The "HACB" acronym used throughout this policy includes and applies to the Housing Authority of the City of Blakely. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail. The HACB Board of Commissioners adopted this ACOP on April 27, 2005 and subsequently adopted the revisions.

1.0 FAIR HOUSING

It is the policy of the HACB 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 HACB shall affirmatively further fair housing in the administration of its public housing program.

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

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

The HACB will assist any family that believes they have suffered illegal discrimination by providing the family copies of the appropriate housing discrimination forms. The HACB 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 HACB 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 HACB will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the HACB will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

2.1 COMMUNICATION

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

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

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

2.2 QUESTIONS TO ASK FOR 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 an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability.

If the disability is not apparent or documented, the HACB 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 HACB will obtain documentation that the requested accommodation is needed due to the disability. The HACB 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 HACB business is housing. If the request would alter the fundamental business that the HACB conducts, that would not be reasonable. For instance, the HACB would deny a request to have the HACB 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 HACB 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 HACB retains the right to be shown how the requested accommodation enables the individual to access or use the HACB programs or services.

If more than one accommodation is equally effective in providing access to the HACB programs and services, the HACB 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 HACB if there is no one else willing to pay for the modifications. If another party pays for the modification, the HACB will seek to have the same entity pay for any restoration costs.

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

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

3.0 VIOLENCE AGAINST WOMEN ACT

On January 5, 2006, President Bush signed the Violence Against Women Act into law as Public Law 109-162. Section 603 of the law amends Section 5 A of the U. S. Housing Act ((42 U.S.C. 1437c-1) to require five year and annual Agency Plans contain information regarding any goals, activities, objectives, policies or programs intended to support or assist victims of domestic violence, dating violence, sexual assault or stalking.

Sections 606 and 607 amend the Section 8 and public housing sections of the U. S. Housing Act (42 U.S.C. 1437f and 1437d) to protect certain victim of criminal domestic violence, dating violence, sexual assault or stalking – as well as members of the victims’ immediate families – from losing HUD-assisted housing as a consequence of the abuse of which they were the victim.

Based on the statutory requirements, the PHA provides each public housing participant with a brochure advising what to do should they become victims of the Violence Against Women Act. This brochure is also provided to new admissions to the public housing program. The PHA will comply with the requirements of the Violence Against Women Act by assisting such applicants and/or participants who also meet the definition of a “family,” are income eligible, have at least one family member who is a U. S. citizen or has eligible immigration status, pass criminal background screening, have no outstanding debt to the PHA and meet all other local PHA screening criteria.

In addition, the PHA staff, as managing agents, will respond immediately to any reports of domestic violence from their tenants. The local law enforcement will be notified immediately. Our staff will work closely with the tenant and their family to find suitable alternative shelter or other safe housing and provide follow-up counseling as needed. Our main objective is to prevent the family from experiencing any further harm. We also work closely with local shelters and local churches in achieving goals to aid families who suffer from domestic violence. Should it become necessary, we will work with the District Attorney’s Victim Witness Assistance Program to aid families who suffer from domestic violence.

4.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The HACB will endeavor to have bilingual staff or access to people who speak languages other than English.

5.0 FAMILY OUTREACH

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

To reach people who cannot or do not read the newspapers, the HACB will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The HACB will also try to utilize public service announcements.

The HACB 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.

6.0 RIGHT TO PRIVACY

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

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

7.0 REQUIRED POSTINGS

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

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy;

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

8.0 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 411 Damascus Road in Blakely.

Applications are taken to compile a waiting list. Due to the demand for housing in the HACB jurisdiction, the HACB 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 HACB will verify the information.

Applications may be made in person Monday through Friday from 7:30 am to 4:30 pm. Applications will be mailed to interested families upon request.

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

Persons with disabilities who require a reasonable accommodation in completing an application may call the HACB to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf.

The HACB will make a preliminary determination of eligibility and preliminary security check. After the security check, if the applicant meet the requirements, they will then be placed on the waiting list. The HACB 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 HACB 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. The HACB will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The final determination of eligibility takes place when the family nears the top of the waiting list. The HACB will ensure that verification of eligibility; suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

9.0 ELIGIBILITY FOR ADMISSION

9.1 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 HACB screening criteria in order to be admitted to public housing.

9.2 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 low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.

5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a resident family**.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family.

B. Income Eligibility

1. To be eligible for admission to developments or scattered-site units, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. Income limits apply only at admission and are not applicable for continued occupancy.
3. A family may not be admitted to the public housing program from another assisted housing program (e.g., resident-based Section 8) or from a public housing program operated by another HACB without meeting the income requirements of the HACB.
4. If the HACB acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing residents.
5. Income limit restrictions do not apply to families transferring within our Public Housing Program.
6. The HACB may allow police officers that would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.
7. Since the HACB has less than 250 public housing units, if there are no eligible families on the waiting list and the HACB has published a 30-day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must

vacate the unit if an eligible family applies.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.
2. Family eligibility for assistance.
 - a. A family shall not be eligible for assistance unless 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 must provide a Social Security number or certify that they do not have one.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the HACB 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 HACB 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;
- 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; and
- e. A statement allowing the HACB permission to access the applicant's criminal record with any and all police and/or law enforcement agencies.

9.3 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 HACB will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, HACB 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 HACB will consider objective and reasonable aspects of the family's background, including the following:
 - 1. History of meeting financial obligations, especially rent and utility payments;
 - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;
 - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal

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

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 HACB will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The HACB 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 HACB may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will be initiated after each adult household member has signed a consent form. The information received from the criminal background check shall be used for screening, lease enforcement and eviction purposes only. The information from the criminal background check shall be shared with employees who have a job related need to have access to the information. The information shall be confidential, not misused or improperly disseminated. The information may be destroyed after serving its useful purpose but may be maintained throughout the application and appeal process.
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. The HACB will check the State registry to determine and verify the applicant's lifetime sex offender status.

Should the applicant be denied based on either the criminal check or the sex offender registration program, the applicant will be informed and given an opportunity to dispute the accuracy of the information before denial and/or eviction is initiated.

9.4 GROUND FOR DENIAL

The HACB 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 residents;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any HACB 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 the past three years because of drug-related criminal activity. The time limitation is based upon the date of such eviction, not the date the crime was committed. At its discretion, the HACB may admit the household if the HACB determines the evicted household member who engaged in drug related criminal activity has successfully completed a supervised drug rehabilitation program approved by the HACB; or the circumstances leading to the eviction no longer exists.
- K. Were evicted from assisted housing within five years of the date of such eviction 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 currently using an illegally controlled substance or abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

At its discretion and upon appropriate verification by the applicant/resident, the HACB may waive requirements in J, K and L if:

1. The person demonstrates to the HACB 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 HACB 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 Section Housing Choice Program;
 - P. Fugitive felons, parole violators and persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a

crime, that is a felony charge under the statute of the place from which the individual flees;

- Q. **Denied for Life:** If any family member has been convicted of manufacturing or producing met amphetamine (speed) in a public housing development or in a Section 8 assisted property;
- R. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

Before denying admission on the basis of a criminal record, the HACB must notify the household of the proposed action and must provide the person/applicant/head of household with the criminal record and an opportunity to dispute the accuracy and relevance of that record in writing within five days. If the response is not timely, the applicant may be denied.

9.5 INFORMAL REVIEW

- A. If the HACB determines that an applicant does not meet the criteria for receiving public housing assistance, the HACB 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 HACB will describe how to obtain the informal review. The informal review may be conducted by any person designated by the HACB, 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 HACB decision. The HACB 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 HACB 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. The participant family must make this request 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.

10.0 MANAGING THE WAITING LIST

10.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply. The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements. Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

10.2 ORGANIZATION OF THE WAITING LIST

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

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

10.3 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be nearing the top of the waiting list, the information provided by the family will be verified, as applicable. If the family no longer qualifies, the family's name may be removed from the waiting list. The HACB must notify the family in writing of this determination and give the family the opportunity for an informal review. Any additional information needed to verify the family's information on the application will be requested.

10.4 PURGING THE WAITING LIST

The HACB 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 HACB has current information, i.e. applicant's address, family composition, and income category.

10.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The HACB will not remove an applicant's name from the waiting list until the applicant is housed or because of the circumstances listed below:

- 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.

The HACB will provide the applicant with the right to an informal review before being removed from the waiting list.

10.6 MISSED APPOINTMENTS

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

The HACB 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 HACB will work closely with the family to find a more suitable time.

10.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the HACB, 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 HACB 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 HACB 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.

11.0 RESIDENT SELECTION AND ASSIGNMENT PLAN

11.1 PREFERENCES

The HACB will select eligible families using the preferences established below. These families will be selected by preference and date and time of application and as they rise to the top of the waiting list.

- A. Disabled and/or Elderly Families who can be verified as disabled by an authorized agency and/or elderly families.
- B. Working Families are families whose Head of Household or other adult family members are working full or part time jobs that can be verified.
- C. Eligible families with or without children.
- D. All other applicants, including single persons.

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 selection 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.

11.2 ASSIGNMENT OF BEDROOM SIZES

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

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the HACB 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 three, 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 HACB will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned.
- B. Units larger than assigned through the above guidelines. A family may request a larger unit size than the guidelines allow. The HACB 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. A single person who is not elderly, disabled or displaced will not be offered a unit larger than one bedroom.

11.3 SELECTION FROM THE WAITING LIST

The HACB 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 we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

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

11.4 DECONCENTRATION POLICY

It is the HACB policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The HACB 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, the incomes of families residing in each of our developments and the income of the families on the waiting list will be analyzed to determine the marketing strategies and deconcentration incentives to implement.

11.5 DECONCENTRATION INCENTIVES

The HACB may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development. Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

11.6 OFFER OF A UNIT

When a unit becomes available, the top five families on the waiting list with the highest priority for this type of unit or development and whose income would help to meet the deconcentration goal and/or the income-targeting goal will be contacted first by telephone to make the unit offer. If the families cannot be reached by telephone, the

families will be notified via first class mail. The families will be requested to provide the funds necessary to rent the unit. The families will be given no more than three (3) business days from the date the letter was mailed to contact the HACB regarding the offer. The first family who responds by providing the necessary funds to rent the unit will be offered the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This offer and the family's decision is documented in the file. If the first family rejects the offer, the HACB will accommodate the next family who responds with the necessary funds to rent the unit out of the five families who were initially notified of the availability of the unit. The family who turned down the unit will be provided a letter documenting the offer and the rejection and may be placed back on the waiting list unless the unit was rejected without good cause. The names of the remaining families, from the five families offered the unit, will be placed back on the waiting list in the original order of date and time of application.

11.7 REJECTION OF UNIT

If, in making the offer to the family, the HACB skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the HACB did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, 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 would 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.

11.8 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. At the discretion of the HACB, the Lease and Occupancy Orientation may be conducted at the time the Lease is executed.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. 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 HACB personnel. The certification will be filed in the resident'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 HACB will retain the original executed lease in the resident's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit of \$100 at the time of lease signing.

In exceptional situations, the HACB reserves the right to allow a new resident to pay their security deposit in up to four (4) equal payments. This shall be at the sole discretion of the HACB.

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

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

11.9 EXEMPTIONS FROM THE DECONCENTRATION REQUIREMENTS

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

- A. Public housing developments operated by a PHA with fewer than 100 public housing units;
- B. Public housing developments operated by a PHA which house only elderly persons or persons with disabilities, or both;

- C. Public housing developments operated by a PHA that operates only one general occupancy, family public housing development;
- D. Public housing developments approved for demolition or for conversion to tenant-based assistance;
- E. Public housing developments which include public housing units operated in accordance with a HUD-approved mixed finance plan; and
- F. Covered developments (excluding A–E above) that have an average annual income less than 30% of the Area Median Income are exempt from deconcentration and income mixing requirements.

A public housing development includes units or buildings with the same project number. Also, contiguous sites with more than one project number may be considered one development. Public housing developments that are subject to the requirement to deconcentrate poverty are general occupancy, family public housing developments, excluding A-E above are referred to as “covered developments.”

12.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, the HACB 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 HACB subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

12.1 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 HACB believes that past income is the best available indicator

of expected future income, the HACB 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 income specified in the federal regulations at 24 CFR 5.609:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations.

Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- 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 payments:

1. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments qualify as assistance under the TANF program definition at 45 CFR 260.31; and are not otherwise excluded under paragraph Section 11.2 of this policy. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
2. Imputed welfare income
 - a. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the HACB by the welfare agency) plus the total amount of other annual income.
 - b. At the request of the HACB, the welfare agency will inform the HACB 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 HACB of any subsequent changes in the term or amount of such specified welfare benefit reduction. The HACB 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 HACB 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 HACB 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 HACB has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the HACB denies the family's request to modify such amount, then the HACB shall give the resident written notice of such denial, with a brief explanation of the basis for the HACB determination of the amount of imputed welfare income.
The HACB 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 HACB 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 HACB 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 HACB 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 HACB. However, the HACB 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, or 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 HACB shall rely on the welfare agency notice to the HACB 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.)

12.2 ANNUAL INCOME

Annual income does not include the following income as specified at 24 CFR 5. 609:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- 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 HACB 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 HACB governing board. No resident may receive more than one such stipend during the same period of time;
 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
 6. Temporary, nonrecurring or sporadic income (including gifts);
 7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
 9. Adoption assistance payments in excess of \$480 per adopted child;

10. The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is available only to families whose income increases as a result of employment of a family member who was previously unemployed for one or more years; families whose income increases during the participation of a family member in any economic self sufficiency or other job training program; and/or families who are or were within six 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.

HUD regulations allow for the HACB to offer an escrow account in lieu of having a portion of their income excluded under this paragraph. However, the HACB has opted to provide the exclusion in all cases.

11. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
12. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
13. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
14. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C.2017(b));
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C.5044(g), 5058);
 - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

- d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e. Payments of allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931));
- g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub.L.94-540, 90 Stat. 2503-04);
- h. The first \$2000 per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under Federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C.1087uu);
- j. Payments received from programs funded Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*; M.D.L.No.381 (E.D.N.Y.);
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs

incurred for such care) under the Childcare and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32 (j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub.L. 95-433);
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602);
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931); and
- t. The \$600 transitional assistance subsidy, for applicants and residents enrolled in the Medicare transitional assistance program, effective the date of receiving the benefits and any negotiated drug discounts received pursuant to the Medicare prescription drug discount card.

The HACB will not provide exclusions from income in addition to those already provided for by HUD.

12.3 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;
 - 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.
 - 3. The Medicare assistance provided for the cost of drugs pursuant to prescription drug discount cards, negotiated drug price, or transitional assistance subsidies.
- 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.

12.4 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 HACB shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) calendar 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 HACB 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.

12.5 COOPERATING WITH WELFARE AGENCIES

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

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

12.6 COOPERATING WITH LAW ENFORCEMENT AGENCIES

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

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

The law enforcement agency shall notify the HACB that the fugitive felon and/or parole or probation violator is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which in the case of the State of New Jersey, is a high misdemeanor; or is violating a condition of probation or parole imposed under Federal or State law; or has information that is necessary for the officer to conduct his/her official duties.

The location or apprehension of the recipient is within the HACB's official duties. The request is made in the proper exercise of the law enforcement agency's official duties.

13.0 VERIFICATION

The HACB will verify information related to 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.

13.1 ACCEPTABLE METHODS OF VERIFICATION

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

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

1. Up Front Income Verifications (UIV)

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

- a. **Tenant Assessment Subsystem (TASS)**
HUD's online system for Social Security and Supplemental Security Income information.
- b. **State Wage Information Collection Agencies (SWICAs)**
- c. **State systems for the Temporary Assistance for Needy Families (TANF) Program**

- d. **Credit Bureau Information (CBA) credit reports**
- e. **Internal Revenue Service (IRS) Letter 1722**
- f. **Private sector databases (e.g. The Work Number)**

Additional UIV resources will be used as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

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

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

Furthermore, the information the Housing Authority derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals. Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

2. Third Party Written Verifications

This includes written documentation, with forms sent directly to and received from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc. Third party written verifications may also be used to supplement Up front Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

Third party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's on line systems. If either of

these forms is not obtainable, then the file shall be documented as to why third party verification was not used.

The HACB will allow two weeks for the return of third party written verifications prior to continuing on to the next type of verification.

3. Third Party Oral Verifications

This includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date, and the facts obtained. The HACB will allow 10 business days for the return of third party oral verifications prior to continuing on to the next type of verification.

4. Review of Documents

When UIV, written or oral third party verifications are not available within the two weeks and 10 business days period allowed above, the HACB would use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopies, staff reviewing the documents will complete a written statement as to the contents of the document(s).

5. Self Certification and Self-Declaration

When UIV, written and oral third party verifications are not available within the two weeks and 10 business days allowed above, and hand carried verification cannot be obtained, the HACB will accept a statement detailing information needed, signed by the head, spouse, co head, or other adult family member.

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

When any verification method other than Up Front Income Verification is used, the HACB will document the reason for the choice of the verification methodology in the applicant/resident's file.

13.2 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 HACB

will send a request form to the source along with a release form signed by the applicant/resident via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card or a third party document stating the SS #
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 Discount Benefit		Individual receipts if the pre Discount cost is included, a Comparison of receipts before And after the application of the Discount, other information Provided by the pharmacy Supplying the prescription, or If Nothing else is available, an Imputed value of \$48.17 per Prescription.
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Discount Card		A card with the words "Medicare Approved"
Value of and Income from Assets		

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
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 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
Social Security		Letter from Social Security as verified by HUD computer systems
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> - 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

13.3 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 HACB will make a copy of the individual's INS documentation and place the copy in the file. The HACB will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the HACB 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 HACB 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.

13.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member 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 HACB 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 HACB will not require any individual who does not have a Social Security number to obtain a Social Security number.

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

If a member of a resident family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) 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.

13.5 TIMING OF VERIFICATION

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

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

13.6 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 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.

14.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

14.1 FAMILY CHOICE

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

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- 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 HACB will provide them with the following information whenever they have to make rent decisions:
 - 1. The HACB 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 HACB will provide the amount of income-based rent for the subsequent year only the year the

HACB conducts an income reexamination or if the family specifically requests it and submits updated income information.

14.2 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 \$50.00.

14.3 MINIMUM RENT

The HACB has set the minimum rent at \$50.00. If the family requests a hardship exemption, however, the HACB will suspend the minimum rent beginning the month following the family's request until the HACB 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 HACB 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 HACB 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 HACB 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 HACB will not evict the family for nonpayment of the amount of Tenant Rent owed for the suspension period.
 - D. Long-term hardship. If the HACB 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 HACB's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

14.4 THE FLAT RENT

The HACB has set a flat rent for each public housing unit and the rents were approved by the Board of Commissioners. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The HACB 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 HACB will post the flat rents at each of the developments and at the central office. There is no utility allowance for families paying a flat rent.

14.5 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.

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 HACB. 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.

14.6 UTILITY ALLOWANCE

The HACB shall establish a utility allowance for all check-metered utilities and for all resident-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 HACB will review the actual consumption of resident 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 HACB. 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 resident. Any savings resulting from utility costs below the amount of the allowance belongs to the resident.

For HACB paid utilities, the HACB will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the HACB will be billed to the resident 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 HACB 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 HACB purchased utilities or from payment of utility supplier billings in excess of the utility allowance for resident-paid utility costs may be granted by the HACB 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.

14.7 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents shall be paid by cashier's check, certified check, personal check, money order or cash. No bills, invoices or statements will be sent. Rental payments shall be made payable to the respective housing authority and mailed or delivered to the administrative office at 411 Damascus Road, Blakely. Rent must be paid in full. No partial, incomplete or post dated checks will be accepted. Post dated checks or incomplete checks will be returned to the address on record for the resident. Resident's full name and apartment number shall be included on the payment. Reasonable accommodations for this requirement will be made for persons with disabilities.

A late fee of \$10.00 will be charged to the Resident if the rent is not paid before the 10th (10th) of the month. The Resident shall be responsible for non-sufficient funds (NSF) returned checks and must issue payment for the correct rent amount, including all late fees and a thirty dollar (\$30) returned check fee. Late fees, NSF fees and any other charges are due and payable along with the rent. **ONLY A CASHIER'S CHECK, CERTIFIED FUNDS, MONEY ORDERS OR CASH WILL BE ACCEPTED FOR PAYMENT IF THE RESIDENT HAS TWO (2) NSF CHECK RETURNS.**

If the rent is not paid by the fifth of the month, legal action may be taken to collect same and/or to recover possession of the premises. The cost for all such actions will be the responsibility of the Resident. Personal checks will not be accepted for payment once legal action has been initiated. In such case, the balance must be paid by cashier's check, certified check, money order or cash.

If the rental payment is delinquent four times during a 12-month period, lease termination may be initiated and the resident shall be evicted from the premises.

15.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

15.1 GENERAL

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

15.2 EXEMPTIONS

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

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary caregiver for someone who is blind or disabled as set forth in B above.
- D. Family members engaged in work activity (a minimum of 20 hours per week) as defined in Section 407(d) of the Social Security Act, as specified below:
 - 1. Unsubsidized employment;
 - 2. Subsidized private sector employment;
 - 3. Subsidized public sector employment;
 - 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;

5. On the job training;
 6. Job search and job readiness assistance;
 7. Community Service Programs;
 8. Vocational educational training (not to exceed 12 months with respect to any individual);
 9. Job skills training directly related to employment;
 10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
 11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
 12. The provision of childcare services to an individual who is participating in a community service program.
- E. Family members who are exempt from work activity under Part A Title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
- F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

15.3 NOTIFICATION OF THE REQUIREMENT

The HACB shall identify all adult family members who are apparently not exempt from the community service requirement.

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

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

15.4 VOLUNTEER OPPORTUNITIES

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

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

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

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

15.5 THE PROCESS

At the first annual reexamination on or after October 1, 2003, and each annual reexamination thereafter, the HACB will do the following:

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

15.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The HACB will notify any family found to be in noncompliance of the following:

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

15.7 OPPORTUNITY FOR CURE

The HACB will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made. The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis. If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self sufficiency program, or falls behind in their obligation under the agreement to perform community service, the HACB shall take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

15.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

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

16.0 RECERTIFICATIONS

At least annually, the HACB 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.

16.1 GENERAL

The HACB 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 HACB 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.

16.2 MISSED APPOINTMENTS

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

16.3 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 HACB 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, the HACB will send a reexamination letter to the family offering the choice between a flat or an income rent. The opportunity to select the flat rent is available only at this time. At the appointment, the HACB 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 HACB representative, they may make the selection on the form and return the form to the HACB. In such case, the HACB will cancel the appointment and solely verify the family size and whether it is in an appropriate size unit.

16.4 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 HACB 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

- E. The minimum rent.

The family shall be informed of the results of the rent calculation under both the income method and the flat rent and given their choice of which rent to pay.

16.5 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.

16.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified. Families are required to report any increase in income or decrease in allowable expenses between annual reexaminations. An interim reexamination will not be conducted unless the family's income increases \$600 or more annually.

Families are required to report the following changes to the HACB 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. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth 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 HACB will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease.

At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

A resident requesting a live in aide will be required to provide verification of the need for a live in aide. In addition, before approval of the live in aide, the live in aide must complete an application form for purposes of determining citizenship/eligible immigrant status and the live in aide will go through the screening process similar to the applicant screening process.

The HACB will determine the eligibility of the live in aide before approval can be granted. If the individual is found to be ineligible or does not pass the screening criteria, the resident will be advised in writing and given the opportunity for an informal review. Under no circumstances will the live in aide be added to the lease or be considered the last remaining member of a resident family.

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

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

16.8 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.

16.9 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT

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

17.0 UNIT TRANSFERS

17.1 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 relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the HACB deconcentration goal.
- F. To eliminate vacancy loss and other expenses due to unnecessary transfers.

17.2 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 HACB 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 HACB when a transfer is the only or best way of solving a serious problem.

17.3 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.

17.4 INCENTIVE TRANSFERS

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate. Families living in multifamily developments have the opportunity to transfer to scattered-site housing. Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a resident for three years;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;
- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year whichever is less;

- D. The family is current in the payment of all charges owed to the HACB and has not paid late rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of residents or HACB staff;
- G. Participates in a series of classes conducted by the HACB on basic home and yard care.

17.5 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above categories and within each category by date and time. Transfers in Category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in Category A will be housed ahead of transfers in Category B.

Transfers in Category C will be housed along with applicants for admission.

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 HACB and the family rejects two offers without good cause, the HACB will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the HACB 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 and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

17.6 COST OF THE FAMILY'S MOVE

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

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

The cost of the transfer will be borne by the HACB 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 HACB 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.

17.7 RESIDENTS 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 HACB. This means the family must be in compliance with

their lease, current in all payments to the HACB, and must pass a housekeeping inspection.

17.8 TRANSFER REQUESTS

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

The HACB 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.

17.9 RIGHT OF THE HACB 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 resident to transfer or refuse to transfer.

18.0 INSPECTIONS

An authorized representative of the HACB 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 HACB file and a copy given to the family member. An authorized HACB 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 HACB damages to the unit.

18.1 MOVE-IN INSPECTIONS

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

18.2 ANNUAL INSPECTIONS

The HACB will inspect each public housing unit annually to ensure that each unit meets the HACB housing standards. Work orders will be submitted and completed to correct any deficiencies.

18.3 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.

18.4 SPECIAL INSPECTIONS

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

18.5 HOUSEKEEPING INSPECTIONS

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

18.6 NOTICE OF INSPECTION

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

18.7 EMERGENCY INSPECTIONS

If any employee and/or agent of the HACB 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.

18.8 PRE-MOVE-OUT INSPECTIONS

When a resident gives notice that they intend to move, the HACB will offer to schedule a pre-move-out inspection with the family. The inspection allows the HACB 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 HACB to ready units more quickly for the future occupants.

18.9 MOVE-OUT INSPECTIONS

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

19.0 PET POLICY

19.1 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 residents to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

19.2 PETS

The HACB allows for pet ownership upon written approval from the HACB. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, the resident assumes full responsibility and liability for the pet and agrees to hold the HACB harmless from any claims caused by an action or inaction of the pet.

19.3 APPROVAL

Residents must have the prior approval of the HACB before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the HACB will approve the request.

19.4 TYPES AND NUMBER OF PETS

The HACB will allow only domesticated dogs, cats, birds, and fish in aquariums in units. All dogs and cats must be neutered.

Only one (1) pet per one-bedroom unit is allowed. Two pets are allowed in two-bedroom, three-bedroom and four-bedroom units.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed. No animal may exceed twenty-five (25) pounds in weight.

19.5 INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies and other conditions prescribed by local ordinances. A signed certification by a licensed veterinarian or other official is required annually and shall be filed with the HACB to attest to the inoculations.

19.6 PET DEPOSIT

A pet deposit of \$100 per pet is required at the time of registering a pet. The deposit is refundable when the pet or the family vacate the unit, less any amounts owed due to damage beyond normal wear and tear.

19.7 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 HACB reserves the right to exterminate and charge the resident.

19.8 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 HACB personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pet or move him/herself.

19.9 DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash at all times when outside (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the projects. 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, community kitchen, laundry rooms, public bathrooms, lobby, beauty shop, hallways or office in any of the housing developments. To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s) and/or buildings. This shall be implemented based on demand for this service.

19.10 MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over 8 hours. If the pet is left unattended and no arrangements have been made for its care, the HACB 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 expense of the resident.

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

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

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

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 physical control or confine his/her pet during the times when the HACB's employees, agents of the HACB or other 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 HACB's property within 24 hours of written notice from the HACB. 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 HACB. The pet owner may also be subject to termination of his/her dwelling lease.

The HACB's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of the pet policy.

19.11 VISITING PETS

Pets that meet the size and type criteria outlined above may visit the projects/buildings where pets are allowed for up to two weeks without HACB approval. Residents who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the resident to violate the lease, the resident will be required to remove the visiting pet.

19.12 REMOVAL OF PETS

The HACB, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of the pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the HACB 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 be the responsibility of the pet owner.

20.0 REPAYMENT AGREEMENTS

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

The HACB will allow for repayment agreements for those residents whose rental amount is the minimum rent and who have had their rent abated for a temporary period.

21.0 TERMINATION

21.1 TERMINATION BY RESIDENT

The resident may terminate the lease at any time upon submitting a 30-day written notice. If the resident 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.

21.2 TERMINATION BY THE HACB

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

The HACB will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for HACB approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any 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 metamphetamine on the premises of the HACB;
- 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 HACB;
- M. Any activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees of the HACB by the resident, household members, or guests of the resident or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy;
- N. Alcohol abuse that the HACB determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- O. Failure to perform required community service or be exempted there from;
- P. The HACB will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program;
- Q. Determination that a household member is illegally using a drug or when the HACB determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- R. Criminal activity as shown by a criminal record. The HACB will notify the household of the proposed action to be based on the information and will provide the subject of the record and the resident with a copy of the criminal record before the HACB grievance hearing or court trial concerning the termination of tenancy or eviction. The resident will be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial; and
- S. Other good cause.

If an individual or family's lease is terminated for criminal activity, the HACB will notify the local post office that the individual or family no longer lives there. In deciding to terminate a tenancy for criminal activity or alcohol abuse, the HACB will consider circumstances relevant to the particular case such as the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity, and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action. In deciding to terminate a tenancy for criminal activity or alcohol abuse, the HACB will require a leaseholder to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for an action or failure to act that warrants the termination.

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

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

For this purpose, the HACB may require the leaseholder to submit evidence of one of the above three statements.

21.3 TERMINATIONS FOR CRIMINAL ACTIVITY

The term due process determination means a determination by HUD that law covering the HACB's jurisdiction requires that resident must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit.

HUD has issued a due process determination that the law of this State requires that residents be given the opportunity for a hearing in a court that provides the basic elements of due process before eviction from a dwelling unit. The HACB has therefore determined that this Grievance Procedure shall not be applicable to any termination of tenancy or eviction for:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the HACB's public housing premises by other residents or employees of the HACB;
2. Any violent or drug related criminal activity on or off such premises; or
3. Any activity resulting in a felony conviction.

21.4 ABANDONMENT

The HACB 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, a HACB 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 HACB 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 HACB will mail a notice of the sale or disposition to the resident and then wait 30 days for a response. Family pictures, keepsakes, and personal papers cannot be sold or disposed of until 90 days after the HACB mails the notice of abandonment.

Any money raised by the sale of the property goes to cover money owed by the family to the HACB 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 HACB will mail it to the family. If the family's address is not known, the HACB will keep it for the resident for one year. If it is not claimed within that time, it belongs to the HACB.

Within 30 days of learning of an abandonment, the HACB will document why the security deposit is being kept.

21.5 RETURN OF SECURITY DEPOSIT

After a family moves out, the HACB will return the security deposit within thirty (30) days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in. If State law requires the payment of interest on security deposits, it shall be complied with. The HACB 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 days.

22.0 SUPPORT FOR OUR ARMED FORCES

Part time military personnel who serve in National Guard and Reserve units are a major and important component of our armed forces. The HACB supports these men and women and when they are activated to full time status and asked to serve our country, the HACB will:

- A. Reevaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
- B. When another adult must move into the unit as temporary guardian for the children residing in the unit, the income received by the temporary guardian shall be excluded in determining the family income.

- C. A criminal background check for a temporary guardian may be waived until the person moves into the unit. The family will be given a reasonable amount of time to replace the temporary guardian should the background check reveal the temporary guardian is ineligible for residency.
- D. If all family members are temporarily absent from the unit, the family may retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service.

23. ANTI FRAUD POLICY

Fraud is a single act or pattern of actions that may include false statements, omission of information, or the concealment of a substantive fact to deceive or mislead the HACB. The HACB is mandated to combat fraud as it may result in the inappropriate expenditures of government funds and/or violations of policy and other requirements. The most common acts of fraud in public housing are failure to report all sources of income and failure to accurately report all residents living in the dwelling unit.

In an effort to combat fraud, the HACB shall:

- A. Require the resident to immediately repay the amount in question;
- B. Terminate the resident's tenancy;
- C. Require the resident to enter into a satisfactory repayment agreement as established in this policy.
- D. Refer the case for criminal prosecution; or
- E. Take action as deemed appropriate within regulations and policy guidelines.

GLOSSARY

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

Annual Contributions Contract (ACC): The written contract between HUD and a HACB under which HUD agrees to provide funding for a program under the 1937 Act, and the HACB 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 rent allowed for some units in public housing projects.

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.

Enterprise Income Verification: A computerized access to income and employment verifications containing highly sensitive information.

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

Family includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;

- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a resident family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family. (24 CFR 5.403)

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

Family Self-Sufficiency Program (FSS Program): The program established by a HACB 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 HACB 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 the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

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

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 resident selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

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

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

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

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

Net Family Assets:

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

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

Occupancy Standards: The standards that a HACB 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 Resident Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Responsible Entity:

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

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

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

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

Specified Welfare Benefit Reduction:

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare

agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
 3. because a family member has not complied with other welfare agency requirements.

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.

Resident: 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 HACB. Where all utilities (except telephone) and other essential housing services are supplied by the HACB or owner, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the HACB 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 HACB 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.

Violence Against Women Act: Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) (VAWA). The purpose of the Act is to serve the needs of child and adult victims of domestic violence, dating violence and stalking, as defined in VAWA.

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.

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

ACRONYMS

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

ADDENDUM TO ACOP

VIOLENCE AGAINST WOMEN ACT POLICY

HOUSING AUTHORITY OF THE CITY OF BLAKELY

JANUARY 2010

PURPOSE AND APPLICABILITY

The purpose of the violence against women act policy (herein called the VAWA/policy) is to implement the applicable provisions of the violence against women and department of justice reauthorization act of 2005 (pub. l. 109-162) and, more generally, to set forth the policies and procedures of the housing authority of the city of Blakely (HACB) regarding domestic violence, dating violence, and stalking, as hereinafter defined.

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

GOALS AND OBJECTIVES

This Policy has the following principal goals and objectives:

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

Other HACB Policies and Procedures

This Policy shall be referenced in and attached to the HACB's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of the HACB's Admissions and Continued Occupancy Policy. The HACB's annual public housing agency plan shall also contain information concerning the HACB's activities, services or programs relating to domestic violence, dating violence, and stalking. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of the HACB, the provisions of this Policy shall prevail.

DEFINITIONS

As used in this Policy:

Domestic Violence

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

Dating Violence

Means violence committed by a person: who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship.

Stalking

The definition of stalking is:

to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and 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 that person; a member of the immediate family of that person; or the spouse or intimate partner of that person;

Immediate Family Member

With respect to a person is:
a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood or marriage.

Perpetrator

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

ADMISSIONS AND SCREENING

Non-Denial of Assistance

The HACB will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

Optional preference provision

Note that the VAWA does not require an admissions preference, and, therefore, if such a preference is adopted it need not be applicable to victims of dating violence and stalking as well as to domestic violence.

Admissions Preference

Applicants for housing assistance from the HACB will receive a preference in admissions by virtue of their status as victims of domestic violence as stated in the Admissions and Continued Occupancy Policy. This preference is particularly described in the Admissions and Continued Occupancy Policy.

Mitigation of Disqualifying Information

When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, the HACB, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, the HACB shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information.

The HACB will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

TERMINATION OF TENANCY OR ASSISTANCE

VAWA Protections

Under the VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by the HACB:

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence, and

In addition to the foregoing, tenancy or assistance will not be terminated by the HACB as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

Nothing contained in this paragraph shall limit any otherwise available authority of the HACB or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither the HACB nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants; and/or

Nothing contained in this paragraph shall be construed to limit the authority of the HACB or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or the HACB, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

Removal of Perpetrator

Further notwithstanding the statements in this policy and Federal, State or local law to the contrary, the HACB or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the HACB. Leases used for all public housing operated by the HACB and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by the HACB, shall contain provisions setting forth the substance of this paragraph.

VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

Requirement for Verification

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

HUD-approved form

By providing to the HACB or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy.

The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

Other documentation

By providing to the HACB or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

Police or court record

By providing to the HACB or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

Time Allowed to Provide Verification/Failure to Provide

An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the HACB, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

Waiver of Verification Requirement

The Executive Director of the HACB, or a Section 8 owner or manager, may, with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted at the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

Confidentiality

Right of confidentiality

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

Notification of rights

All tenants of public housing and tenants participating in the Section 8 rental assistance Program administered by the HACB shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

Transfer to New Residence

Application for transfer

In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, the HACB will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

Action on applications

The HACB will act upon such an application promptly.

No right to transfer

The HACB will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as to the decision to grant or refuse to grant a transfer shall lie within the sole discretion of the HACB Executive Director, and this policy does not create any right on the part of any applicant to be granted a transfer.

Family rent obligations

If a family occupying the HACB public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by the HACB. In cases where the HACB determines that the family's decision to move was reasonable under the circumstances, the HACB may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

Portability

Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

COURT ORDERS/FAMILY BREAK-UP

Court orders

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

Family break-up

Other HACB policies regarding family break-up are contained in the HACB's Public Housing Admissions and Continuing Occupancy Plan and its Section 8 Administrative Plan.

RELATIONSHIPS WITH SERVICE PROVIDERS

It is the policy of the HACB to cooperate with organizations and entities, both private and government, that provide shelter and/or services to victims of domestic violence. If the HACB staff becomes aware that an individual assisted by the HACB is a victim of domestic violence, dating violence or stalking, the HACB will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring the HACB either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case.

NOTIFICATION

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

RELATIONSHIP WITH OTHER APPLICABLE LAWS

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

AMENDMENT

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

HOUSING AUTHORITY OF THE CITY OF BLAKELY

CAPITAL FUND STIMULUS GRANT PROCUREMENT POLICY

INTRODUCTION

The *American Recovery and Reinvestment Act* mandates that the U. S. Department of Housing and Urban Development (HUD) allocate, within 30 days of enactment, capital funds to carry out capital and management activities for public housing using the same formula used for amounts made available to PHAs in fiscal year 2008. NOTICE PIH 2009-12 (HA) issued March 18, 2009 mandates PHAs to amend procurement standards and policies as necessary in order to expedite and facilitate the use of the Capital Fund Stimulus Grant monies. The amendment provides more flexibility to the PHAs due to time restraints required by the American Recovery and Reinvestment Act. Simultaneously, the Capital Fund Stimulus Grant Procurement Policy is in compliance with 24 CFR Part 85.

GENERAL PROVISIONS

The procedures stated herein basically provide PHAs authority to carry out the purposes of the American Recovery and Reinvestment Act procurement of services expeditiously so as to award contracts on bids within 120 days from February 17, 2009. These procurement procedures apply *only* to securing contracts for expending the Capital Fund Stimulus Grant monies received by the PHAs from the American Recovery and Reinvestment Act. *Note: The revisions made to the PHA Procurement Policy specifically to comply with the American Recovery and Reinvestment Act and to allow Executive Directors more flexibility in the procurement requirements are noted in yellow highlight.*

State and Local Procurement Requirements

Any requirements relating to the procurement of goods and services arising under state and local laws and regulations shall not apply to the Capital Fund Stimulus Grant monies. PHAs shall instead follow 24 CFR Part 85 requirements.

Application

This Procurement Policy applies to all PHA procurement actions related to securing services and contracts to carry out capital and management activities specifically for the Capital Fund Stimulus Grant monies. "Procurement" as used in this Policy, includes the procuring, purchasing, leasing, or renting of (1) goods, supplies, equipment and materials; (2) construction and maintenance and consulting services; (3) architectural and engineering services; (4) social services; and (5) other services. Budget line items that are prohibited expenditures for the Capital Fund Stimulus Grant monies are 1406

Operations, 1492 MTW, 1501 Collateral Expenditures/Debt Service, 9000 Debt Reserves, 9001 Bond Debt Obligation, and 9002 Loan Debt Obligation.

Board Approval and Role of Executive Director

Other than approval of this Capital Fund Stimulus Grant Procurement Policy, approval by the Board of Commissioners is not required for any procurement action, as permitted under State of Georgia and local law. Rather, it is the responsibility of the Executive Director to make sure that all procurement actions are conducted in accordance with these policies. The Executive Director may delegate all procurement PHA as is necessary and appropriate to conduct the business of the PHA.

Documentation

The PHA must maintain records sufficient to detail the significant history of each procurement action. These records shall include, but shall not necessarily be limited to, the following:

- A. Rationale for the method of procurement (if not self evident);
- B. Rationale of contract pricing arrangement (if not self evident);
- C. Reason for accepting or rejecting the bids or offers;
- D. Basis for the contract price;
- E. A copy of the contract documents awarded or issued and signed by the Contracting Officer;
- F. Basis for contract modifications;
- G. Related contract administration actions;
- H. Documentation to ensure the “Buy American” criterion is met (example, if appliances are purchased, document the serial number of the appliance, maintain copies of the invoices and payment vouchers).

The level of documentation should be commensurate with the American Recovery and Reinvestment Act requirements. Records are to be retained for a period of three years after final payment and all matters pertaining to the contract are closed.

Conflicts of Interest

No employee, officer, Board of Commissioners member, or agent of the PHA shall participate directly or indirectly in the selection, award or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

- A. An employee, officer, Board of Commissioners member, or agent involved in making the award;

- B. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);
- C. His/her partner; or
- D. An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

Gratuities, Kickbacks and Use of Confidential Information

No officer, employee, Board of Commissioners member, or agent shall ask for or accept Gratuities, favors, or items of more than \$25 in value from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

Prohibition Against Contingent Fees

Contractors wanting to do business with the PHA must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

PURCHASING METHODS

Small Purchase Procedures

For any *amounts not exceeding \$100,000*, the PHA may use small purchase procedures. Under small purchase procedures, the PHA shall obtain a reasonable number of quotes (preferably three); however, for purchases of **\$10,000 or less**, only one quote is required provided the quote is considered reasonable. To the greatest extent feasible, and to promote competition, small purchases should be distributed among qualified sources. Quotes may be obtained orally (either in person or by phone), by fax, in writing, or through e-procurement. Award shall be made to the qualified vendor that provides the best value to the PHA. If award is to be made for reasons other than lowest price, documentation shall be provided in the contract file. The PHA shall not break down requirements aggregating more than the small purchase threshold or for purchases of **\$10,000 or less**, into several purchases that are less than the applicable threshold merely to: (1) permit use of the small purchase procedures or (2) avoid any requirements that applies to purchases that exceed **\$10,000 or less**.

Sealed Bids

Sealed bidding shall be used for all contracts that exceed the small purchase threshold and that are not competitive proposals or non-competitive proposals. Under sealed bids, the Authority publicly solicits bids and awards a firm fixed-price contract (lump sum or unit price) to the responsible bidder whose bid, conforming with all the material terms

and conditions of the Invitation for Bid (IFB), is the lowest in price. Sealed bidding is the preferred method for procuring construction, supply, and non-complex service contracts that are expected to exceed \$100,000.

- A. **Conditions for Using Sealed Bids:** The PHA shall use the sealed bid method if the following conditions are present: a complete, adequate, and realistic statement of work, specification, or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the contract can be awarded based on a firm fixed price; and the selection of the successful bidder can be made principally on the lowest price.
- B. **Solicitation and Receipt of Bids:** An IFB is issued which includes the specifications and all contractual terms and conditions applicable to the procurement, and a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the solicitation. The IFB must state the time and place for both receiving the bids and the public bid opening. All bids received will be date and time-stamped and stored *unopened* in a secure place until the public bid opening. A bidder may withdraw the bid at any time prior to the bid opening.
- C. **Bid Opening and Award:** Bids shall be opened publicly. All bids received shall be recorded on an abstract (tabulation) of bids, and then made available for public inspection. If equal low bids are received from responsible bidders, selection shall be made by drawing lots or other similar random method. The method for doing this shall be stated in the IFB. If only one responsive bid is received from a responsible bidder, award shall *not* be made unless the price can be determined to be reasonable, based on a cost or price analysis.
- D. **Mistakes in Bids:** Correction or withdrawal of bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the IFB prior to the time set for bid opening. After bid opening, corrections in bids may be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made. All decisions to allow correction or withdrawal of a bid shall be supported by a written determination signed by the Contracting Officer. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the PHA or fair competition shall not be permitted.

Competitive Proposals

Unlike sealed bidding, the competitive proposal method permits: consideration of technical factors other than price; discussion with offerors concerning offers submitted; negotiation of contract price or estimated cost and other contract terms and conditions; revision of proposals before the final contractor selection; and the withdrawal of an offer at any time up until the point of award. Award is normally made on the basis of the proposal that represents the best overall value to the PHA, considering price and other factors, e.g., technical expertise, past experience, quality of proposed staffing, etc., set forth in the solicitation and not solely the lowest price. Caution should be taken in meeting the recommendations in the American Recovery and Reinvestment Act as to including specifications in the Requests for Proposals such as using American-made products and services.

- A. **Conditions for Use:** Where conditions are not appropriate for the use of sealed bidding, competitive proposals may be used. Competitive proposals are the preferred method for procuring professional services that will exceed the small purchase threshold.
- B. **Form of Solicitation:** Other than architectural and engineering services, competitive proposals shall be solicited through the issuance of a Request for Proposal (RFP). The RFP shall clearly identify the importance and relative value of each of the evaluation factors as well as any subfactors and price. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established **before** the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals until after award. The PHA may assign price a specific weight in the evaluation criteria or the PHA may consider price in conjunction with technical factors; in either case, the method for evaluating price shall be established in the RFP.
- C. **Evaluation:** The proposals shall be evaluated only on the criteria stated in the RFP. Where not apparent from the evaluation criteria, the PHA shall establish an Evaluation Plan for each RFP. Generally, all RFPs shall be evaluated by an appropriately appointed Evaluation Committee. The Evaluation Committee shall be required to disclose any potential conflicts of interest and to sign a Non-Disclosure statement. An Evaluation Report, summarizing the results of the evaluation, shall be prepared prior to award of a contract.
- D. **Negotiations:** Negotiations shall be conducted with all offerors who submit a proposal determined to have a reasonable chance of being selected for award, unless it is determined that negotiations are not needed with any of the offerors. This determination is based on the relative score of the proposals as they are evaluated and rated in accordance with the technical and price factors specified in the RFP.

These offerors shall be treated fairly and equally with respect to any opportunity for negotiation and revision of their proposals. No offeror shall be given any information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. A common deadline shall be established for receipt of proposal revisions based on negotiations. Negotiations are exchanges (in either competitive or sole source environment) between the PHA and offerors that are undertaken with the intent of allowing the offeror to revise its proposal.

These negotiations may include bargaining. Bargaining includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract or other terms of a proposed contract. When negotiations are conducted in a competitive acquisition, they take place after establishment of the competitive range and are called discussions. Discussions are tailored to each offeror's proposal, and shall be conducted by the Contracting Officer with each offeror within the competitive range. The primary object of discussions is to maximize the PHA's ability to obtain best value, based on the requirements and the evaluation factors set forth in the solicitation. The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and term and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposer's potential for award. The scope and extent of discussions are a matter of the Contracting Officer's judgment. The Contracting Officer may inform an offeror that its price is considered by the PHA to be too high, or too low, and reveal the results of the analysis supporting that conclusion. It is also permissible to indicate to all offerors the cost or price that the government's price analysis, market research, and other reviews have identified as reasonable. "Auctioning" (revealing one offeror's price in an attempt to get another offeror to lower their price) is prohibited.

- E. **Award:** After evaluation of the revised proposals, if any, the contract shall be awarded to the responsible firm whose technical approach to the project, qualifications, price and/or any other factors considered, are most advantageous to the PHA provided that the price is within the maximum total project budgeted amount established for the specific property or activity.
- F. **Architectural and Engineering (A&E) Services:** The PHA must contract for A&E services using (Qualifications-based Selection) QBS procedures, utilizing a Request for Qualifications (RFQ). Sealed bidding shall not be used for A&E solicitations. Under QBS procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. QBS procedures *shall not* be used to purchase other types of services, though A&E firms are potential sources.

Noncompetitive Proposals

- A. **Conditions for Use:** Procurement by noncompetitive proposals (sole-source) may be used ***only*** when the award of a contract is not feasible using small purchase procedures, sealed bids, cooperative purchasing, or competitive proposals, ***and*** if one of the following applies:
1. The item is available only from a single source, based on a good faith review of available sources;
 2. An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the PHA, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any of the other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary simply to meet the emergency;
 3. HUD authorizes the use of noncompetitive proposals;
 4. After solicitation of a number of sources, competition is determined inadequate; or
 5. As authorized to meet the American Recovery and Reinvestment Act time line mandates to secure services.
- B. **Justification:** Each procurement based on noncompetitive proposals shall be supported by a written justification for the selection of this method. The justification shall be approved in writing by the responsible Contracting Officer. Poor planning or lack of planning is not justification for emergency or sole-source procurements. The justification, to be included in the procurement file, should include the following information:
1. Description of the requirement as applicable including the American Recovery and Reinvestment Act provisions;
 2. History of prior purchases and their nature (competitive vs. noncompetitive);
 3. The specific exception in *24 CFR 85.36(d)(4)(i)(A) through (D)* which applies;
 4. Statement as to the unique circumstances that require award by noncompetitive proposals;
 5. Description of the efforts made to find competitive sources (advertisement in trade journals or local publications, phone calls to local suppliers, issuance of a written solicitation, etc.);

6. Statement as to efforts that will be taken in the future to promote competition for the requirement;
7. Signature by the Contracting Officer's supervisor (or someone above the level of the Contracting Officer); and
8. Price Reasonableness. The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing an analysis, as described in this Policy.

Cooperative Purchasing/Intergovernmental Agreements

The PHA may enter into State and/or local cooperative or intergovernmental agreements to purchase or use common supplies, equipment, or services. The decision to use an interagency agreement instead of conducting a direct procurement shall be based on economy and efficiency. If used, the interagency agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. The PHA may use Federal or State excess and surplus property instead of purchasing new equipment and property if feasible and if it will result in a reduction of project costs. The goods and services obtained under a cooperative purchasing agreement must have been procured in accordance with **24 CFR 85.36**.

INDEPENDENT COST ESTIMATE (ICE)

For all purchases above the \$10,000 threshold, the PHA shall prepare an ICE prior to solicitation. The level of detail shall be commensurate with the cost and complexity of the item to be purchased.

COST AND PRICE ANALYSIS

General

The PHA shall require assurance that, before entering into a contract, the price is reasonable, in accordance with the following instructions. For purchases of \$10,000 or less, no formal cost or price analysis is required. Rather, the execution of a contract by the Contracting Officer (through a Purchase Order or other means) shall serve as the Contracting Officer's determination that the price obtained is reasonable, which may be based on the Contracting Officer's prior experience or other factors.

Small Purchases

A comparison with other offers shall generally be sufficient determination of the reasonableness of price and no further analysis is required. If a reasonable number of quotes is not obtained to establish reasonableness through price competition, the Contracting Officer shall document price reasonableness through other means, such as

prior purchases of this nature, catalog prices, the Contracting Officer's personal knowledge at the time of purchase, comparison to the ICE, or any other reasonable basis.

Sealed Bids

The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, and when the bid received is substantially more than the ICE, and where the PHA cannot reasonably determine price reasonableness, the PHA must conduct a cost analysis, consistent with federal guidelines, to ensure that the price paid is reasonable.

Competitive Proposals

The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, the PHA must compare the price with the ICE. For competitive proposals where prices cannot be easily compared among offerors, where there is not adequate competition, or where the price is substantially greater than the ICE, the PHA must conduct a cost analysis, consistent with Federal guidelines, to ensure that the price paid is reasonable.

Contract Modifications

A cost analysis, consistent with Federal guidelines, shall be conducted for all contract modifications for projects that were procured through Sealed Bids, Competitive Proposals, or Non-Competitive Proposals, or for projects originally procured through Small Purchase procedures and the amount of the contract modification will result in a total contract price in excess of \$100,000.

SOLICITATION AND ADVERTISING

Methods of Solicitation

- A. **Purchases of \$10,000 or Less.** The PHA may contact only one source if the price is considered reasonable.
- B. **Small Purchases.** Quotes may be solicited orally, through fax, or by any other reasonable method.
- C. **Sealed Bids and Competitive Proposals.** Solicitation must be done publicly. The PHA must use one or more following solicitation methods, provided that the method employed provides for meaningful competition.
 - 1. Advertising in newspapers or other print mediums of local or general circulations;
 - 2. Advertising in various trade journals or publications (for construction);

3. E-Procurement. The PHA may conduct its public procurements through the Internet using e-procurement systems. However, all e-procurements must otherwise be in compliance with **24 CFR 85.36**, State and local requirements, and the PHA's procurement policy; and/or
4. Any other public solicitation required to meet the timelines established in the American Recovery and Reinvestment Act specifically for the Capital Fund Recovery Grants.

Time Frame

For purchases of more than \$100,000, public notice should run not less than one week for the Capital Fund Recovery Grant procurements.

Form

Notices and/or advertisements should state, at a minimum, the place, date, and time that the bids or proposals are due, the solicitation number, a contact who can provide a copy of, and information about, the solicitation, and a brief description of the needed items(s).

Time Period for Submission of Bids

A minimum of 15 days shall be provided for preparation and submission of sealed bids and 15 days for competitive proposals for the Capital Fund Recovery Grant bids.

Cancellation of Solicitations

- A. An IFB, RFP, or other solicitation may be cancelled before bids and/or offers are due if:
 1. The supplies, services or construction is no longer required;
 2. The funds are no longer available;
 3. Proposed amendments to the solicitation are of such magnitude that a new solicitation would be best; or
 4. Other similar reasons.
- B. A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if:
 1. The supplies or services (including construction) are no longer required;
 2. Ambiguous or otherwise inadequate specifications were part of the solicitation;
 3. All factors of significance to the PHA were not considered;

4. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
 5. There is reason to believe that bids or proposals may not have been independently determined in open competition, may have been collusive, or may have been submitted in bad faith; or
 6. For good cause of a similar nature when it is in the best interest of the PHA.
- C. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request.
- D. A notice of cancellation shall be sent to all bidders/offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any resolicitation or future procurement of similar items.
- E. If all otherwise acceptable bids received in response to an IFB are at unreasonable prices an analysis should be conducted to see if there is a problem in either the specifications or the PHA's cost estimate. If both are determined adequate and if only one bid is received and the price is unreasonable, the Contracting Officer may cancel the solicitation and either
1. Re-solicit using an RFP; or
 2. Complete the procurement by using the competitive proposal method. The Contracting Officer must determine, in writing, that such action is appropriate, must inform all bidders of the PHA's intent to negotiate, and must give each bidder a reasonable opportunity to negotiate.
- F. If problems are found with the specifications, the PHA should cancel the solicitation, revise the specifications and resolicit using an IFB.

Credit (or Purchasing) Cards

Credit card usage should follow the rules for all other small purchases. For example, the Contracting Officer may use a credit card for purchases of **\$10,000 or less** without obtaining additional quotes provided the price is considered reasonable. However, for amounts **above \$10,000**, the Contracting Officer would generally need to have obtained a reasonable number of quotes before purchasing via a credit card.

When using credit cards, the PHA should adopt reasonable safeguards to assure that they are used only for intended purposes (for instance, limiting the types of purchases or the amount of purchases that are permitted with credit cards).

BONDING REQUIREMENTS

The standards under this section apply to construction contracts that exceed \$100,000. There are no bonding requirements for small purchases or for competitive proposals. The Authority may require bonds in these latter circumstances when deemed appropriate; however, non-construction contracts should generally not require bid bonds.

- A. Bid Bonds. For construction contracts exceeding \$100,000, offerors shall be required to submit a bid guarantee from each bidder equivalent to 5% of the bid price.
- B. Payment Bonds. For construction contracts exceeding \$100,000, the successful bidder shall furnish an assurance of completion. This assurance may be any one of the following four:
 - 1. A performance and payment bond in a penal sum of 100% of the contract price; or
 - 2. Separate performance and payment bonds, each for 50 % or more of the contract price; or
 - 3. A 20 % cash escrow; or
 - 4. A 25 % irrevocable letter of credit.
- C. These bonds must be obtained from guarantee or surety companies acceptable to the U. S. Government and authorized to do business in the State where the work is to be performed. Individual sureties shall not be considered. U. S. Treasury Circular Number 570 lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies on this circular is mandatory.

CONTRACTOR QUALIFICATIONS AND DUTIES

Contractor Responsibility

The Authority shall not award any contract until the prospective contractor, i.e., low responsive bidder, or successful offeror, has been determined to be responsible. A responsible bidder/offeror must:

- A. Have adequate financial resources to perform the contract, or the ability to obtain them;
- B. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offeror's existing commercial and governmental business commitments;

- C. Have a satisfactory performance record;
- D. Have a satisfactory record of integrity and business ethics;
- E. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- F. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and,
- G. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed LDP.

If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.

Suspension and Debarment

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (*24 CFR Part 24*) or by other Federal agencies, e.g., Department of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings.

Vendor Lists

All interested businesses shall be given the opportunity to be included on vendor mailing lists. Any lists of persons, firms, or products which are used in the purchase of supplies and services (including construction) shall be kept current and include enough sources to ensure competition. For the purposes of procurements under the American Recovery and Reinvestment Act, vendors should be advised that American-made products and supplies and energy efficient certified products are preferred.

CONTRACT PRICING ARRANGEMENTS

Contract Types

Any type of contract which is appropriate to the procurement and which will promote the best interests of the Authority may be used, *provided the cost -plus-a-percentage-of-cost and percentage-of-construction-cost methods are not used*. All solicitations and contracts shall include the clauses and provisions necessary to define the rights and responsibilities of both the contractor and Authority.

For all cost reimbursement contracts, the Authority must include a written determination as to why no other contract type is suitable. Further, the contract must include a ceiling price that the contractor exceeds at its own risk.

Options

Options for additional quantities or performance periods may be included in contracts, provided that:

- A. The option is contained in the solicitation;
- B. The option is a unilateral right of the Authority;
- C. The contract states a limit on the additional quantities and the overall term of the contract;
- D. The options are evaluated as part of the initial competition;
- E. The contract states the period within which the options may be exercised;
- F. The options may be exercised only at the price specified in or reasonably determinable from the contract; and
- G. The options may be exercised only if determined to be more advantageous to the Authority than conducting a new procurement.

CONTRACT CLAUSES

All contracts should identify the contract pricing arrangement as well as other pertinent terms and conditions, as determined by the Authority.

Additionally, the forms HUD-5369, 5369-A, 5369-B, 5369, 5370, 5370-C, and 51915-A , which contain all HUD-required clauses and certifications for contracts of more than \$100,000, as well as any forms/clauses as required by HUD for small purchases, shall be used in all corresponding solicitations and contracts issued by this Authority.

CONTRACT ADMINISTRATION

The Authority shall maintain a system of contract administration designed to ensure that contractors perform in accordance with their contracts. These systems shall provide for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on major projects including construction contracts, and similar matters. For cost-reimbursement contracts, costs are allowable only to the extent that they are consistent with the cost principles in HUD Handbook 2210.18.

SPECIFICATIONS

General

All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying the Authority needs. Specifications shall be reviewed prior to issuing any solicitation to ensure that they are not unduly

restrictive or represent unnecessary or duplicative items. Function or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

Limitation

The following types of specifications shall be avoided:

- A. Geographic restrictions not mandated or encouraged by applicable Federal law (except for A&E contracts, which may include geographic location as a selection factor if adequate competition is available); and/or
- B. Brand name specifications (unless the specifications list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use). **However, under the American Recovery and Reinvestment Act, American-made products are recommended.**

Nothing in this Procurement Policy shall preempt any State licensing laws. Specifications shall be reviewed to ensure that organizational conflicts of interest do not occur.

APPEALS AND REMEDIES

It is Authority's policy to resolve all contractual issues informally and without litigation. Disputes will not be referred to HUD unless all administrative remedies have been exhausted. When appropriate, a mediator may be used to help resolve differences. **The Appeals Procedure is attached.**

ASSISTANCE TO SMALL AND OTHER BUSINESSES

Required Efforts

Consistent with *Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968*, all feasible efforts shall be made to ensure that small and minority-owned businesses, women's business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of the Authority project are used when possible. Such efforts shall include, but shall not be limited to:

- A. Including such firms, when qualified, on solicitation mailing lists;
- B. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

- D. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- F. Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in **24 CFR Part 135** (so-called Section 3 businesses); and
- G. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

Goals shall be established periodically for participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in the Authority prime contracts and subcontracting opportunities.

Section 3 Definitions

1. A ***small business*** is defined as a business that is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in **13 CFR Part 121** should be used to determine business size.
2. A ***minority-owned business*** is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.
3. A ***women’s business enterprise*** is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.
4. A “***Section 3 business concern***” is as defined under **24 CFR Part 135**.
5. A ***labor surplus area business*** is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the DOL in **20 CFR Part 654**, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

**Supporting Document
 FY 2010-2014 Five Year Plan
 Housing Authority of the City of Blakely
 Fiscal Year 04/01/2010 – 03/31/2011**

Component 3, (6) Deconcentration and Income Mixing

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

If yes, list these developments as follows:

Deconcentration Policy for Covered Developments			
Development Name:	Number of Units	Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]	Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]
Cedar Hill		Avg. income below 85%	
Willis Cain		Avg. income below 85%	
Cedar Hill II		Avg. income below 85%	
Willis Cain II		Avg. income below 85%	
Baptist Branch		Avg. income below 85%	

Criteria

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

Sec 903.2 (b)(2):

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

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

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

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

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

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

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

Determination

The Housing Authority of the City of Blakely is not exempt from the Deconcentration and Income Mixing requirements as outlined in Sec 903.2 (b)(2):

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

The Housing Authority owns and operates a total of 159 public housing units on five sites.

The FMI is \$38,700

85% = \$32,895

115% = \$44,505

The average family income for all developments is \$11,111

The highest average income is \$12,730

The lowest average income is \$9,724

The Housing Authority of the City of Blakely employs a Deconcentration Policy. It is included in the ACOP. Although efforts are made to deconcentrate and incorporate income diversity, it is very difficult in this rural, low-income County.

Supporting Document
FY 2010-2014 Five Year Agency Plan
Housing Authority of the City of Blakely
Fiscal Year 04/01/2010 – 03/31/2011

Implementation of Community Service Requirements

The administrative steps taken to implement the Community Service Requirements include the following:

1. Development of Written Description of Community Service Requirement:

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

2. Scheduled Changes in Leases:

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

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

The Housing Authority of the City of Blakely will notify residents at the time of their recertification.

4. Cooperative Agreements with TANF Agencies:

The Housing Authority of the City of Blakely has a Cooperative Agreement with the TANF Agency.

5. Programmatic Aspects:

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

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).The Housing Authority of the City of Blakely will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

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

Supporting Document
FY 2010-2014 Five Year Agency Plan
Housing Authority of the City of Blakely
Fiscal Year 04/01/2010 – 03/31/2011
Pet Policy Statement

The Pet Policy was revised on September 13, 2005. The Pet Policy is as follows:

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 residents to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

PETS

The Blakely Housing Authority (BHA) allows for pet ownership upon written approval from the BHA. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, the resident assumes full responsibility and liability for the pet and agrees to hold the BHA harmless from any claims caused by an action or inaction of the pet.

APPROVAL

Residents must have the prior approval of the BHA before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the BHA will approve the request. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose.

TYPES AND NUMBER OF PETS

The BHA will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles). If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern. All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact. This schedule states the number of allowed pets per unit:

Bedroom Unit Size	No. Pets
0	0
1	1
2	2
3	2
4 +	2

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed. No animal may exceed twenty-five (25) pounds in weight projected to full adult size.

INOCULATIONS

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

PET DEPOSIT

A pet deposit of \$100 per pet is required at the time of registering a pet. The deposit is refundable when the pet or the family vacate the unit, less any amounts owed due to damage beyond normal wear and tear. A separate deposit is required for each pet.

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 BHA reserves the right to exterminate and charge the resident.

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 BHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will 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.

DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash at all times when outside (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the projects. 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, community kitchen, laundry rooms, public bathrooms, lobby, beauty shop, hallways or office in any of the sites. To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s) and/or buildings. This shall be implemented based on demand for this service.

MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over 8 hours. If the pet is left unattended and no arrangements have been made for its care, the BHA 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 expense of the resident.

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

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

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

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 physical control or confine his/her pet during the times when the BHA's employees, agents of the BHA or other 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 BHA's property within 24 hours of written notice from the BHA. 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 BHA. The pet owner may also be subject to termination of his/her dwelling lease.

The BHA's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of the pet policy.

VISITING PETS

Pets that meet the size and type criteria outlined above may visit the projects/buildings where pets are allowed for up to two weeks without BHA approval. Residents who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the resident to violate the lease, the resident will be required to remove the visiting pet.

REMOVAL OF PETS

The BHA, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of the pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the BHA 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 be the responsibility of the pet owner.

**DWELLING LEASE
HOUSING AUTHORITY OF THE CITY OF BLAKELY**

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are Housing Authority of the City of Blakely, referred to as Landlord, and, the occupying family, referred to as the Resident. The Landlord leases to the Resident the premises located at _____.

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

Name	Date of Birth	Social Security Number	Relation to Head
------	---------------	------------------------	------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any additions to the household members listed above require the advance written approval of the Landlord and the additions shall be reported to the Landlord within ten (10) days. This includes Live-in Aides and foster children or adults, but excludes natural births that are to be reported to the Authority within 10 days without prior written approval. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within ten (10) days.

If the Resident is incapable of complying with this Lease, the Landlord should contact the following person: _____. This person's address is _____ and phone number is _____.

2. **LEASE TERM:** This Lease shall begin on _____. The term shall be one year and shall renew automatically for another year, unless terminated as provided by this Lease.
3. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$ _____. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$ _____.

_____ This rent is based on the Authority-determined flat rent for this unit.

_____ This rent is based on the income and other information reported by the Resident.
(Check one)

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the income-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

This amount is due on the first day of each month at the Blakely Housing Authority office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made.

If Resident fails to make the rent payment by the tenth working day of the month, a notice to vacate will be issued to the Resident. A \$10 late charge will be assessed to cover the added costs of a rent payment received after the fifth day of the month. A check returned for non-sufficient funds is considered non-payment of rent and in addition to the late charge a \$30 returned check fee will be charged. Late fees, NSF fees and any other charges are due and payable with the rent. Only a Cashier's Check, Certified Funds, Money Orders or cash will be accepted for payment if the resident has two (2) NSF check returns.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

The Executive Director or designee may terminate the Lease if the Resident is delinquent in paying rent four (4) times within a twelve (12) month period.

4. **SECURITY DEPOSIT:** The Resident must pay a Security Deposit of \$100.00 to the Landlord. The Security Deposit may be made in four payments—one fourth in advance, one fourth with their second rent payment, one fourth with the third rent payment and one fourth with the fourth payment.

The Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

Landlord acknowledges its compliance with the Code of Georgia Section 44-7-31 concerning Security Deposits in that Landlord is holding the Security Deposit in an account held by a local bank in Blakely, Georgia.

Within 30 days after the Resident has permanently moved out of the dwelling unit and notified the Landlord of their new address, the Landlord shall return the Security Deposit after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Landlord will meet with the Resident to discuss the charges.

5. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident shall not:

- a. permit any persons other than those listed above and minor children which are born into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of the Landlord;
- b. sublet or assign the unit, or any part of the unit;
- c. engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- d. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- e. permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- f. permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises.
- g. be absent from the unit for more than twenty-one (21) consecutive days without receiving approval from the Landlord.

- h. Engage in actual or threatened actions of domestic violence, dating violence, or stalking; nor shall any member of the household engage in actual or threatened actions of domestic violence, dating violence, or stalking.
- i. Permit the use of the dwelling unit for any purposes other than as a private dwelling unit solely for the Resident and the members of the Resident's household. With the written consent of the Executive Director or designee, members of the household may engage in legal profit-making activities in the dwelling unit, where the Authority determines that such activities do not violate other Resident's right to peaceful enjoyment of their residence.
- j. Keep pets unless prior written approval is given by the Executive Director or designee in accordance with the Pet Policy posted on the bulletin board in the administrative office. Residents must pay a pet deposit of \$200 unless waived by the Executive Director as an exception for the elderly population. The deposit will be returned according to the terms of the Pet Policy. Violation of the Pet Policy is grounds for removal of the pet, termination of tenancy or both.
- k. Hold the Authority responsible for any personal property placed in the dwelling unit or any other place adjacent thereto unless damages, loses, theft or destruction thereof is caused directly by the negligence of the Authority. Residents may obtain insurance on resident-owned furnishings and personal property.
- l. Be permanently absent from the unit for more than three (3) consecutive weeks unless approved in writing by the Executive Director, or designee. This rule applies to any household member. Being absent for more than three (3) consecutive weeks constitutes permanent absence and may result in termination of the Lease.
- m. Be incarcerated for more than thirty (30) consecutive days. This applies to any household member who is incarcerated for more than thirty (30) consecutive days. He or she will be considered permanently absent from the dwelling and, under these circumstances, the Lease may be terminated.
- n. Violate reasonable regulations, including house rules that are posted in the administrative office and are herein incorporated in this Lease by reference.
- o. Allow furniture, other than outdoor furniture to be visible on the porch or grounds in front of his or her apartment.
- p. Use cans or boilers for flower containers. The residents may only use flowers pots and flower containers.
- q. Use or setup trampolines, basketball goals, swing sets or grills.
- r. Violate the Community Service requirements as stated in the Quality Housing and Work Responsibility Act of 1998. Each adult resident who is not considered exempt in accordance with Section 512 of the Act shall contribute eight (8) community service hours per month or participate in a self-sufficiency program for eight (8) hours a month.
- s. Discharge or threaten to discharge a firearm of any type, including BB guns on the Authority's property. This applies to guests of the residents also. This act could result in termination of the dwelling lease.
- t. Use or threaten to use a knife, club or any other weapon against any person on the Authority's property. The use of a knife, club or any other weapon against any person on the Authority's property may result in termination of the dwelling lease.

With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in caregiver of the Resident's family.

6. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and Landlord, is attached to this Lease.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection.

7. **UTILITIES:** Resident shall be responsible for securing utilities (gas, water, sewage, garbage, and electricity) not supplied by Landlord and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain uninterrupted services. Failure of Resident to furnish uninterrupted service because of non-payment of utilities or other reasons under Resident's control shall be considered a serious violation of the terms and conditions of this lease.

Resident agrees to pay Landlord for Landlord-furnished utilities consumed in excess of the schedule of allowances posted at any given time in the Landlord's office. The current schedule in effect is attached to and made a part of this lease. The resident will be charged for the excess water when water is furnished by the Authority, and the water meter indicates the resident has used water above the allowable amount posted at the Authority. Resident shall be charged for excess utilities consumed on the basis of provider's rates in effect at time of consumption.

The Utility Allowance Schedule for Resident Paid Utilities and the Schedule of Excess Utility Charges are posted in the Landlord's office. The Resident shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule. 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.

8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the income method would be more financially feasible for the family.

Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the landlord's grievance procedures.

If the Landlord determines that the Resident has gained admission or remained in occupancy of a dwelling unit through the Resident's misrepresentation of his or her income, assets, childcare responsibilities, or family composition, the Landlord may terminate the Lease and collect any deficiencies in rent that result from such misrepresentation.

9. **INTERIM RENT ADJUSTMENTS:** Residents must promptly report to the Landlord any of the following specific changes in household circumstances, in writing within ten (10) days of their occurrence when they occur between Annual Rent Recertifications. No adjustment of rent either upward or downward is to be made except at the time of a regular or special reexamination unless:

- A. There is a change in family composition. (Additions to the family, other than through birth of a child to a family member on the lease, must be approved in advance by the Blakely Housing Authority.)

- B. There is a new source of family income. Changes in family income resulting from increases in wages on the same job or periodic increases in government benefits do not have to be reported to the Authority until annual reexamination. However, a family who has had a rent reduction between annual re-examinations must report all changes in income regardless of the amount or source within ten (10) of their occurrence.
- C. A hardship occurs. (A hardship is interpreted to mean the occurrence of a situation that would warrant a reduction in rent based on the current definition in income and maximum rent-to-income ratio.)
- D. There is a need to correct an error. (The rent increase or decrease will be made as appropriate based on the circumstances.)

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted. If the Resident receives a letter or notice from HUD concerning the amount or verification of family income the communication shall be brought to the Landlord's office within 30 calendar days.

- 10. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.
 - a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Landlord to process this change.

- b. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due. Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change from the flat rent calculation method.

11. **RESIDENT OBLIGATION TO REPAY**: Residents who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. Resident does not submit rent review information by the date specified in the Landlord's request; or
- b. Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12. **MAINTENANCE**:

The resident agrees to:

- a. keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. not litter the grounds or common areas of the property and keep the yard free of debris;
- d. not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- f. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- g. not park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location. Vehicles parked on Housing Authority property shall have fully inflated tires, be in running condition and have a current license plate (tag). Resident agrees to pay towing charges for any violations of this lease requirement. Resident further agrees not to wash cars, change oil, or make any repairs while parked on Housing Authority property;
- h. remove garbage and other waste from the dwelling unit in a clean and safe manner;

- i. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and to do so within 30 days after the receipt of the Landlord's itemized statement of the repair charges. The Schedule of Charges and Services to Tenants is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred;
- j. not to install any major appliance such as air conditioner(s), washing machines(s), dryer(s), television antenna(s), etc. without prior written consent of the Authority;
- k. immediately notify the Authority when repairs to the dwelling unit or equipment is required and the Resident will not use or permit the use of the damaged area or equipment that will increase the damages or endanger any person or property. Resident will use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities or appurtenances;
- l. not to apply any kind of wall covering, or floor covering without prior written permission of the Executive Director, or designee;
- m. not to use tacks, nails, screws, or fasteners on any part of the dwelling unit except in a manner prescribed by the Authority;
- n. refrain from destroying, defacing, damaging, or removing any part of the Authority's property;
- o. not to build fences or place locks on doors or windows, attach awnings or window guards, shelves, or any other permanent improvement;
- p. not to cut or abuse trees or shrubbery nor allow children or guests to do so; and
- q. pay reasonable charges (other than normal wear and tear) or repairs of damage to the dwelling unit caused by the resident or guests of the resident in accordance with the Schedule of Charges posted in the Authority's office and incorporated herein by reference. All charges made under this condition shall be due and payable according to the guidelines stipulated by the Authority. Repeated violations shall constitute good cause for termination of the Lease.

The Landlord agrees to:

- a. maintain the premises and the property in decent and safe condition, including mowing yards and trimming shrubbery for the residents;
- b. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. make necessary repairs to the premises;
- d. keep property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- e. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, supplied or required to be supplied by the Landlord;
- f. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident;
- u. supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage);

- v. furnish a heater, cooking stove, refrigerator and water heater without additional charge;
- w. notify the Post Office that the Resident has moved in the case of an eviction for illegal or drug-related activities;
- x. notify the resident of the specific grounds for any proposed Lease termination, transfer of the Resident to another dwelling unit, or the imposition of charges for maintenance and repair, or for excess consumption of utilities; and
- y. notify the Resident of an opportunity for a review or hearing under the Grievance Procedure concerning a proposed adverse action as required by regulations.

If the dwelling unit is rendered uninhabitable, regardless of cause:

- a. The Resident shall immediately notify the Landlord;
- b. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

Defects hazardous to life, health or safety:

- a. The Resident shall immediately notify the Authority of all damages to the apartment. Management shall determine whether the premises are damaged to the extent that conditions are created which are hazardous to life, health and safety of the Resident. Management shall be responsible for repair of the premises within a reasonable time.
- b. If the Resident or Resident's guest(s) caused the damage, the Resident shall pay the reasonable cost of repairs. If the damages are covered by the Authority's insurance, an amount not to exceed the deductible of that insurance will be assessed to the Resident.
- c. Management agrees to offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable or extended period. In the event repairs are not made or alternative accommodations are not provided, the monthly rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit as determined by Management. If the Resident rejects the alternative accommodations or if the Resident or Resident's guest(s) causes the damage, no abatement of rent shall occur.

13. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlord's written permission:
- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
 - b. paint or install wallpaper or contact paper in the dwelling unit;
 - c. attach awnings or window guards in the dwelling unit;
 - d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
 - e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
 - f. install or alter carpeting, resurface floors or alter woodwork;
 - g. install washing machines, dryers, fans, heaters, or air conditioners in an elderly dwelling unit;
 - h. place any aerials, antennas or other electrical connections on the dwelling unit;
 - i. install additional or different locks or gates on any doors or windows of the dwelling unit; or
 - j. operate a business as an incidental use in the dwelling unit.
14. **ACCESS BY LANDLORD:** The Landlord shall provide two (2) days written advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit. The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.
15. **SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed sixty (60) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

16. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (four times in a twelve month period);
- b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- c. furnishing false or misleading information during the application or review process;
- d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- f. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
- g. failure to abide by applicable building and housing codes materially affecting health or safety;
- h. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- j. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of the Authority, or other persons living in the immediate vicinity of the premises by the Resident or a guest of the Resident;
- m. failure to abide by the provisions of the pet policy;
 - n. any violent or drug-related criminal activity on or off the premises, not just on or near the premises. This includes any tenant, member of the resident's household or guest, and any such activity engaged in on the premises by any other person under the resident's control;

- o. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- p. failure to perform required community service or be exempted there from;
- q. failure to allow inspection of the dwelling unit;
- r. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- s. determination or discovery that a resident is a registered sex offender;
- t. determination that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
- u. determination that a household member is illegally using a drug or when the Blakely Housing Authority determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- v. if a Resident is fleeing to avoid prosecution, or custody or confinement after conviction of a crime that is a felony;
- w. a domestic violence, dating violence, sexual assault, or stalking victim resident who allows a perpetrator who has been barred from the property to come onto the property, including but not limited to the victim's apartment and any other area under their control;
- x. if the Blakely Housing Authority can demonstrate an actual and imminent threat to other residents or those employed at or providing services to the Blakely Housing Authority; or
- y. any other good cause.

The "One Strike You're Out Policy" applies to all residents of the Authority. Individuals who engage in illegal drug use and/or other criminal activity shall be evicted from the dwelling unit after one such offense. Drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute or use a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.

ANY CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY SPECIFIED ABOVE CONSTITUTES A SERIOUS VIOLATION OF MATERIAL TERMS OF THE LEASE AND WILL BE GROUNDS FOR TERMINATION OF THE LEASE AND EVICTION FROM THE DWELLING UNIT. SUCH ACTIVITY CONSTITUTES GROUNDS FOR TERMINATION AND EVICTION NOTWITHSTANDING THE ABSENCE OF AN ARREST OR CONVICTION.

17. **VIOLENCE AGAINST WOMEN ACT PROVISION:** A resident who claims as a defense to an eviction action that the eviction action is brought because of criminal activity directly relating to domestic violence, dating violence or stalking, must:
- a. provide a written certification that they are a victim of domestic violence, dating violence or stalking;
 - b. verify that the incident or incidents, which are the subject of the eviction notice, are bona fide incidents of actual or threatened abuse;

- c. within 14 days of the date of the eviction notice, the resident shall complete the prescribed form HUD-50066 and provide it to the Blakely Housing Authority; and
- d. the information provided by the resident shall be retained in confidence, shall not be entered into a shared database, and shall not be provided to a related entity unless the resident consents in writing, the information is required for use in eviction proceedings, or its use is otherwise required by law.

18. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:

- a. for failure to pay rent, at least fourteen (14) days;
- b. for creation or maintenance of a threat to health or safety of other Residents or Landlord's employees, a reasonable time based on the urgency of the situation not to exceed 30 days;
- c. 15 days for drug-related cases or other serious violations determined at the discretion of the Executive Director; or
- d. for all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease. The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid. The notice shall:

- a. specify the date the Lease shall be terminated;
- b. state the grounds for termination with enough detail for the Resident to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated; and
- c. advise the Resident of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

19. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Landlord 30 days written notice before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.

20. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the

notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Landlord will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

21. **PROPERTY ABANDONMENT:** The Blakely Housing Authority 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, a Blakely Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. Written notice will be mailed to the resident, at the last known address, stating where the property is being stored, and when it will be sold or otherwise disposed of. The resident will be given notice 14 days prior to the sale of the property. The property will be sold within 60 days of abandonment. If the Blakely Housing Authority 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.

Any money raised by the sale of the property goes to cover money owed by the family to the Blakely Housing Authority 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 Blakely Housing Authority will mail it to the family. If the family's address is not known, the Blakely Housing Authority will keep it for the resident for one year. If it is not claimed within that time, it belongs to the Blakely Housing Authority.

Within thirty (30) days of learning of abandonment, the Blakely Housing Authority will either return the security deposit or provide a statement of why the deposit is being kept.

22. **DELIVERY OF NOTICES:**

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: The Blakely Housing Authority.

If the Resident is visually impaired, notices shall be in accessible format.

23. **GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Landlord employees, shall be processed under the Grievance Policy. This policy is posted in the Landlord's Office where copies are available upon request.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Resident must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with 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 or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

24. **HOUSE RULES, VEHICLES AND PARKING POLICY:** The Resident agrees to obey House Rules, which are reasonably related to the safety, care and cleanliness of the buildings and the safety, comfort and convenience of the Residents and the Vehicles and Parking Policy as applicable. Such rules may be modified by the Landlord from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30-day comment period at least 30 days before the proposed effective date of the change in the House Rules and Vehicles and Parking Policy, as applicable.

The rules/policy, as applicable, are posted in the Administrative Office and are hereby incorporated in the Lease by reference.

The resident agrees to park and cause the Resident's guest(s) to park automobiles and other motorized vehicles in parking areas only. Resident specifically agrees to refrain and cause Resident's guest(s) to refrain from parking or driving any motorized vehicles on lawns, sidewalks, common areas not designated for parking such as playgrounds, or any other area other than appropriate streets and driveways. The Authority reserves the right to assign parking spaces to the Residents and Residents agree to park motorized vehicles only in any such assigned spaces.

Resident agrees to pay for any damages to the dwelling unit caused by improper operation or parking of motorized vehicles. The Resident and Resident's guest's motorized vehicles properly parked on the Authority's property shall be in running

condition and have fully inflated tires and current license plates. The resident agrees not to change the oil, wash the vehicle, or make major repairs to the vehicle while it is parked on the Authority's property. The resident agrees to pay towing charges for improperly parked motorized vehicles and vehicles which are not in running condition. The Authority will ticket such vehicle for at least twenty-four (24) hours prior to towing. Repeated violation of these rules constitutes good cause for termination of the Lease.

25. **HOLDING OVER:** The Resident shall promptly vacate the dwelling unit and remove all of Resident's goods and property there from after expiration of the Lease, whether such termination occurs by lapse of time or otherwise. Any holding over or occupancy of the dwelling unit by the Resident after the expiration of the Lease without the express consent of the Authority shall create a tenancy at sufferance and not a tenancy at will. There shall be no renewal whatsoever of the Lease by operation of law.
26. **CHANGES TO LEASE:** The Lease together with any further adjustments of rent or dwelling unit evidences the entire agreement between the Authority and the Resident. Any modification of the Lease will be accomplished by a written rider to the Lease executed by both parties except for any reference to posting of policy, rules and regulations.
27. **CHARGES OTHER THAN RENT:** Charges other than rent shall be due and collectible the fifteenth (15th) day following written notification of the charge. Such charges shall be considered delinquent after 4:00 p.m. on the sixth (6th) business day of the month following the due date. A list of standard charges are posted in the Management office and made a part of this Lease by reference. Failure to pay for charges other than rent when due shall be considered a serious violation of the terms and conditions of the Lease. Residents must pay .25 a page for personal documents copied for their convenience at the Authority's office.
28. **COURT COSTS AND ATTORNEY FEES:** If it becomes necessary for the Authority to employ an attorney and bring court proceedings against the Resident to collect any rent and other charges agreed to be paid, or to enforce the provisions of the Lease, or to evict the Resident from the dwelling unit, and if judgment is entered against the Resident in favor of the Authority in such proceedings, the Resident may be obligated to pay all court costs and reasonable attorney's fees. If judgment is entered against the Authority in favor of the Resident in such proceedings, the Authority may be obligated to pay all court costs and reasonable attorney's fees.
29. **SANITATION, CLEANLINESS AND HEALTH AND SAFETY:** Resident agrees to comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety. Resident agrees to abide by the Authority's maintenance requirements and accepts responsibility for the control of pests, vermin and objectionable odors stemming from unsanitary housekeeping practices. Resident also agrees to keep the dwelling unit and all other areas assigned to the Resident for his exclusive use free from litter and debris and in a clean and safe condition at all times. Resident also agrees to cooperate with other Residents in keeping their common

areas free from litter and debris and in a clean and safe condition at all times. Repeated violation of this rule constitutes good cause for Lease termination. Resident agrees to dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner. Management will conduct two housing inspections annually on family units and one annual inspection on elderly units, and additional inspections if warranted. Two failed consecutive housing inspections may result in termination.

30. **CODE OF CONDUCT:** Resident agrees to conduct himself and cause others who are in the dwelling unit with his consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition. Resident agrees not to allow any person or guest in the dwelling unit or on the premises leased by the Resident to partake in any illegal activity. Resident agrees to report to local law officials and to the Authority, all illegal activity or activities known to or observed by the Resident occurring in the common areas of the Authority's premises or his dwelling unit, or in any other dwelling unit of the Authority's property, as soon as the Resident becomes aware of such activity. Resident agrees not to use loud, profane, abusive or threatening language when speaking to or in the presence of Authority staff. Resident agrees not to allow any individual that has been barred or banned from the Authority's property to be on any property for which the Resident has responsibility.
31. **UNENFORCEABLE LEASE PROVISIONS:** The provisions of the Lease are intended by the parties to be joint and serviceable. Should any paragraph or any portion of any paragraph, or any portion of any sentence or paragraph in the Lease be found to be unenforceable due to any reason whatsoever, including unconstitutionality, it is the intention of the parties that the remaining portions of the Lease which are enforceable remain binding and enforceable upon the parties.
32. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.
33. **GRIEVANCE PROCEDURES:** All disputes concerning the obligations of the Resident or the Authority, exclusive of those arising under the Lease, shall be processed and resolved pursuant to the Grievance Procedure of the Authority which is in effect at the time such Grievance or appeal arises, which procedure is posted in the Authority office and incorporated herein by reference.
34. **COMMUNITY SERVICE AND SELF SUFFICIENCY POLICY:** The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self sufficiency and economic independence.

35. **ATTACHMENTS TO THE LEASE:** The Resident certifies that he/she has received a copy of this Lease and the following Attachments to the Lease, and understands that these Attachments are part of this Lease.

Attachments:

- Move-In Inspection Report
- Applicant/Tenant Certification
- Federal Privacy Act Notice
- Protect Your Family From Lead In Your Home Brochure/Certification
- Authorization for Release of Information
- One Strike You're Out Policy
- Verification of Income Authorization
- Verification of Citizenship Form
- Maintenance Charges Schedule
- Pet Policy
- Community Service Policy

Signatures:

RESIDENT: 1) _____ Date _____

2) _____ Date _____

LANDLORD: _____ Date _____

Supporting Document
FY 2010-2014 Five Year Agency Plan
Housing Authority of the City of Blakely
Fiscal Year 04/01/2010 – 03/31/2011

Membership of the Resident Advisory Board

The members of the Resident Advisory Board are Yumiko Gilbert, Deborah Griffin and Irene Kegler.

The Resident Advisory Board has reviewed the FY 2010-2014 Agency Plan. No revisions to the Agency Plan were requested. No comments were received by the RAB.

Supporting Document
FY 2010-2014 Five Year Agency Plan
Housing Authority of the City of Blakely
Fiscal Year 04/01/2010 – 03/31/2011

**Definition of Substantial Deviation and Significant
Amendments or Modifications**

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

Supporting Document
FY 2010-2014 Five Year Agency Plan
Housing Authority of the City of Blakely
Fiscal Year 04/01/2010 – 03/31/2011

Violence Against Women Act

On January 5, 2006, President Bush signed the Violence Against Women Act into law as Public Law 109-162. Section 603 of the law amends Section 5 A of the U. S. Housing Act ((42 U.S.C. 1437c-1) to require five year and annual Agency Plans contain information regarding any goals, activities, objectives, policies or programs intended to support or assist victims of domestic violence, dating violence, sexual assault or stalking.

Sections 606 and 607 amend the Section 8 and public housing sections of the U. S. Housing Act (42 U.S.C. 1437f and 1437d) to protect certain victim of criminal domestic violence, dating violence, sexual assault or stalking – as well as members of the victims’ immediate families – from losing HUD-assisted housing as a consequence of the abuse of which they were the victim.

Based on the statutory requirements, the PHA provides each public housing participant with a brochure advising what to do should they become victims of the Violence Against Women Act. This brochure is also provided to new admissions to the public housing program. The PHA will comply with the requirements of the Violence Against Women Act by assisting such applicants and/or participants who also meet the definition of a “family,” are income eligible, have at least one family member who is a U. S. citizen or has eligible immigration status, pass criminal background screening, have no outstanding debt to the PHA and meet all other local PHA screening criteria.

In addition, the West Georgia Consortium staff, as managing agents, will respond immediately to any reports of domestic violence from their tenants. The local law enforcement will be called, as well as our own Security Officer. On staff is a licensed social worker whose main duty is Tenant Services Coordinator, they will work closely with the tenant and their family to find suitable alternative shelter or other safe house and provide follow-up counseling as needed. Our main objective is to prevent the family from experiencing any further harm. We also work closely with the Program Coordinator of the Victim Witness Assistance Program as part of the District Attorney’s office, one of their goals is to aid families who suffer from domestic violence.

NOTE: There have been no reports of violence against women since January 5, 2006.

Supporting Document
FY 2010-2014 Five Year Agency Plan
Housing Authority of the City of Blakely
Fiscal Year 04/01/2010 – 03/31/2011

Resident Member on the PHA Governing Board

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

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

Sonjonetta Bryant

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

- Elected
 Appointed

C. The term of appointment is (include the date term expires): 3 year term expires 2010

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

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

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

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