

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: ___ Hazlehurst Housing Authority _____ PHA Code: ___ GA137 ___ PHA Type: <input checked="" type="checkbox"/> Small <input type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): ___ 07/01/2010 ___																										
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: ___ 134 _____ Number of HCV units: ___ 0 _____																										
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.)																										
	<table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) Included in the Consortia</th> <th rowspan="2">Programs Not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>PHA 1:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 2:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 3:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	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:					
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. The mission of the Housing Authority of the City of Hazlehurst is to assist low-income families with safe, decent, and affordable housing opportunities as they strive to achieve self-sufficiency and improve the quality of their lives. The Housing Authority is committed to operating in an efficient, fiscally responsible, ethical, and professional manner with high quality facilities. The Housing Authority will create and maintain partnerships with its clients and appropriate community agencies in order to accomplish this mission.																										
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 Attachment 1 (Also See Attachment GA137a05 for Violence Against Women Policy) A. Reduce domestic violence, vandalism, gang, and drug related crimes in the Housing Authority by twenty five percent this fiscal year. B. Improve Housing Authority facilities to a quality of standard that is equal or exceeds standards of commercial rental properties in Jeff Davis County. C. Inform, educate, and motivate our residents to participate in programs that will empower them to transfer from welfare to work. D. Enhance the marketability of the Hazlehurst Housing Authority's public housing units. E. Make public housing the affordable housing of choice for the very low-income residents of our community.																										
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. A. All plans and regulations were reviewed and approved without any revisions at the regular session meeting of the Board of Commissioners on April 13, 2010. B. A copy of the complete PHA plan may be reviewed at the Housing Authority's Administrative office located at 29 Wildwood Drive, Apt. 59, Hazlehurst, Georgia.																										
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.</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 attached HUD-50075.1)																										
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 attached HUD form 50072.2)																										
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	<p>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.</p> <p>Based on our waiting list 70% of our applicants are very low income persons or families. 30% are low income. 10% are elderly, 3% are disabled, 70% are African American, 25% are Caucasian and 5% are Hispanic. Several multifamily private developments have been constructed in the surrounding areas. Most of the developments do accept section 8 vouchers for a percentage of their apartments. However this does not fill the need for low income housing and elderly housing in the immediate area. The economic situation in the immediate and surrounding area has grown severe. The area is experiencing 13% unemployment. Many persons who could afford private rental rates and mortgages have experienced job lost and are now seeking housing low income rental housing. We have experienced a 50% increase in our waiting list. We are currently considering advertising the closure of our waiting list and suspending the taking of any applications. The availability of elderly housing has been greatly strained. Housing for all other categories has been greatly strained also. There is a 70% increase in applications for low income and elderly housing. We shall continue to work with other agencies and to refer people to resources that provide safe, decent, suitable, and affordable housing.</p>
9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan</p> <p>The Housing Authority of the City of Hazlehurst will refer applicants to agencies administering Section 8 vouchers and encourage applicants as well as residents to participate in programs that will lead to home ownership.</p>
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>The Hazlehurst Housing Authority is on with the identified components in its mission and goals.</p> <p>A. The Housing Authority has partnered with the Department of Family and Children Services to established a "Granny House" in one of the Housing Authority developments for use as short term shelter in domestic violence situations and the removal of children from an unsafe environment or situation. We have installed surveillance cameras throughout all developments and linked via the internet with the County Sheriff, City Police, and the 911 Center. We have held classes and programs to educate home ownership and partnered with GMEN to educate and encourage residents to pursue business opportunities. We consistently review the service and facilities offered by our competitors and adjust our flat rent rates to be comparable with rental facilities in our area. We also post the availability of vacancies in the local paper with emphasis on the quality of our apartments and services we offer.</p> <p>B. "Substantial deviation or significant amendments or modifications are defined as discretionary changes in the plans or policies of the Housing Authority of the City of Hazlehurst that fundamentally change the mission , goals or plans of the agency and which require formal approval of the Board of Commissioners."</p>
11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (See Attachment 2)</p> <p>(g) Challenged Elements The Housing Authority did not receive any challenges to any part of the plan. (See Attachment 2)</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>

Attachment 1. SUPPORTING DOCUMENTATION

Item 5.2

A. Reduce domestic violence, vandalism, gang, and drug related crimes in the Housing Authority by twenty five percent this fiscal year.

- Established in partnership with the Department of Family and Children services a “Granny House”. This is an apartment approved for other use by HUD to temporarily house children who are taken from their families, women and children who are subject to domestic abuse, or other emergencies as need determines.
- Continue to strongly enforce polices against gang activity, violence against women, and other violent criminal activities.

B. Improve Housing Authority facilities to a quality of standard that is equal or exceeds standards of commercial rental properties in Jeff Davis County.

- Installed HAVAC systems in all (134) units, completely renovated eleven (11), three (3) bedroom scattered site houses, removed lead base paint door frames from twenty (20) units, installed energy efficient windows in thirty one (31) units.

C. Inform, educate, and motivate our residents to participate in programs that will empower them to transfer from welfare to work.

- Partnered with Altamaha Technical College to offer adult literacy classes.
- Acquired grant from Georgia State Department of Human Resource to offer after school children program to help working mothers and educate children.
- Applied for ROSS grant.

D. Enhance the marketability of the Hazlehurst Housing Authority’s public housing units.

- Worked with city and county law enforcement to increase patrols in housing and initiate walking patrols in Housing Authority properties.
- Established additional, secure, and handicap parking for residents vehicles.
- Made 61% of housing authority units’ handicap accessible.
- Installed security lightening throughout Housing Authority properties.

E. Make public housing the affordable housing of choice for the very low-income residents of our community.

- Continue to educate residents and community at each and every opportunity that public housing gives the best bang for each tax dollar spent.

Attachment 2

THE HOUSING AUTHORITY OF THE CITY OF HAZLEHURST

29 WILDWOOD DRIVE, APT. 59
HAZLEHURST, GEORGIA 31539

◆
Phone 912-375-7299

Fax 912-375-9093

Email: ga137@mchsi.com

COMMISSIONERS:

WILHELMINA PARRISH, CHAIRPERSON
LILLIAN PACE- DIXON, VICE CHAIRPERSON
SHAWANDA GASKIN
JACK COLE
KEITH OSBURN
JACKIE MOORE

Memo For Record:

March 11, 2010

A meeting was held in the conference room on March 11, 2010 at 29 Wildwood Drive, Apt. 29, Hazlehurst Georgia at 4:00 P.M.

The PHA Annual and five year plan was presented to attending residents for review, challenges or discussion, and comments.

There were no challenges, comments or changes made to the plan.

Meeting was dismissed at 4:40 P.M.

Original Signed

Calvin C. Kornegay, Jr.
Executive Director

(See Attachment GA137a05)

**VIOLENCE AGAINST WOMEN POLICY
AND
NOTICE OF TENANT'S RIGHTS UNDER
SECTION 607 OF THE VIOLENCE AGAINST WOMEN
AND DEPARTMENT OF JUSTICE REAUTHORIZATION ACT OF 2005**

Part I: Summary	
PHA Name: Hazlehurst Housing Authority	Grant Type and Number Capital Fund Program Grant No: GA06P13750110 Replacement Housing Factor Grant No: Date of CFFP:
FFY of Grant: 2010 FFY of Grant Approval: 2010	

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds	0.00			
2	1406 Operations (may not exceed 20% of line 21) ³	39,000.00			
3	1408 Management Improvements	0.00			
4	1410 Administration (may not exceed 10% of line 21)	0.00			
5	1411 Audit	0.00			
6	1415 Liquidated Damages	0.00			
7	1430 Fees and Costs	0.00			
8	1440 Site Acquisition	0.00			
9	1450 Site Improvement	70,772.00			
10	1460 Dwelling Structures	70,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable	0.00			
12	1470 Non-dwelling Structures	0.00			
13	1475 Non-dwelling Equipment	20,000.00			
14	1485 Demolition	0.00			
15	1492 Moving to Work Demonstration	0.00			
16	1495.1 Relocation Costs	0.00			
17	1499 Development Activities ⁴	0.00			

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: Hazelhurst Housing Authority		Grant Type and Number Capital Fund Program Grant No: GA06P13750110 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant:2010 FFY of Grant Approval: 2010	
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	0.00				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0.00				
19	1502 Contingency (may not exceed 8% of line 20)	0.00				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	199,772.00				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
Signature of Executive Director			Date		Signature of Public Housing Director	
					Date	

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.

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Part II: Supporting Pages								
PHA Name: Hazlehurst Housing Authority			Grant Type and Number Capital Fund Program Grant No: GA06P13750110 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2010		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PHA Wide	Operations	1406	NA	39,000.00				
	Admin Vehicle	1475	1	20,000.00				
GA137-1				0.00				
GA137-2				0.00				
GA137-3	Replace all windows	1460	10 units	30,000.00				
GA137-4	Porches and Parking (Final Phase)	1450	jb	70,772.00				
	Roofs (final phase)	1460	5 bldgs	40,000.00				
	GRAND TOTAL			199,772.00				

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

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Hazlehurst Housing Authority				Federal FFY of Grant: 2010	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA	9/30/11		3/31/13		
GA137-2	9/30/11		3/31/13		
GA137-3	9/30/11		3/31/13		
GA137-4	9/30/11		3/31/13		

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

Capital Fund Program—Five-Year Action Plan

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

Part I: Summary						
PHA Name/Number Hazlehurst Housing Authority (GA137)		Locality: Hazlehurst, GA.			<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	62,350.00	62,350.00	82,350.00	82,350.00
C.	Management Improvements		8,950.00	8,950.00	8,950.00	8,950.00
D.	PHA-Wide Non-dwelling Structures and Equipment(1465)		20,000.00	20,000.00	20,000.00	20,000.00
E.	Administration		0.00	0.00	0.00	0.00
F.	Other (1450)		78,472.00	78,472.00	58,472.00	58,472.00
G.	Operations		30,000.00	30,000.00	30,000.00	30,000.00
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		199,772.00	199,772.00	199,772.00	199,772.00
L.	Total Non-CFP Funds					
M.	Grand Total		199,772.00	199,772.00	199,772.00	199,772.00

Part I: Summary (Continuation)						
PHA Name/Number: Hazlehurst Housing Authority		Locality: Hazlehurst, GA.			<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				
	PHA Wide		58,950.00	58,950.00	58,950.00	58,950.00
	GA137-1		58,472.00	58,472.00	58,472.00	58,472.00
	GA137-2		62,350.00	62,350.00	62,350.00	62,350.00
	GA137-3		20,000.00	20,000.00	20,000.00	20,000.00
	GA137-4		0.00	0.00	0.00	0.00
	TOTALS		199,772.00	199,772.00	199,772.00	199,772.00

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY ____2010____	Work Statement for Year ____2011____ FFY ____2011____			Work Statement for Year: ____2012____ FFY ____2012____		
	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	PHA WIDE	Operations	30,000.00	PHA WIDE	Operations	30,000.00
Annual		Training	3,950.00		Training	3,950.00
Statement		Computer & Software	5,000.00		Computer & Software	5,000.00
		Replace Maint Vehicle1	20,000.00		Replace Maint Vehicle2	20,000.00
		TOTAL	58,950.00		TOTAL	58,950.00
	GA137-1	Pour driveways and make porches handicap accessible	78,472.00	GA137-1	Pour driveways and make porches handicap accessible	78,472.00
		TOTAL	78,472.00		TOTAL	78,472.00
	GA137-2 (2 units)	A & E	24,620.00	GA137-2 (2 units)	A & E	24,620.00
		Tear out & Removal	4,000.00		Tear out & Removal	4,000.00
		Replace windows	3,280.00		Replace windows	3,280.00
		Replace Doors	5,000.00		Replace Doors	5,000.00
		Sheetrock walls	6,500.00		Sheetrock walls	6,500.00
		Phone & TV Outlets	650.00		Phone & TV Outlets	650.00
		New VCT Flooring	1,500.00		New VCT Flooring	1,500.00
		Asbestos abatement	6,000.00		Asbestos abatement	6,000.00
		Cover CMU walls with gypsum board	8,500.00		Cover CMU walls with gypsum board	8,500.00
		New exterior doors	2,300.00		New exterior doors	2,300.00
		TOTAL	62,350.00		TOTAL	62,350.00
	GA137-3		0.00	GA137-3		0.00
		TOTAL	0.00		TOTAL	0.00
	GA137-4		0.00	GA137-4		0.00
		TOTAL	0.00		TOTAL	0.00
		Subtotal of Estimated Cost	\$199,772		Subtotal of Estimated Cost	\$199,772.00

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY ____2010____	Work Statement for Year ____2013____ FFY ____2013____			Work Statement for Year: ____2014____ FFY ____2014____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	PHA WIDE	Operations	30,000.00	PHA WIDE	Operations	30,000.00
Annual		Training	3,950.00		Training	3,950.00
Statement		Computer & Software	5,000.00		Computer & Software	5,000.00
		Replace maint vehicle 3	20,000.00		Replace office furnishing	20,000.00
		TOTAL	58,950.00		TOTAL	58,950.00
	GA137-1	Pour driveways and make porches handicap accessible	58,472.00	GA137-1	Pour driveways and make porches handicap accessible	58,472.00
		TOTAL	58,472.00		TOTAL	58,472.00
	GA137-2 (2 units)	A & E	24,620.00	GA137-2 (2 units)	A & E	24,620.00
		Tear out & Removal	4,000.00		Tear out & Removal	4,000.00
		Replace windows	3,280.00		Replace windows	3,280.00
		Replace Doors	5,000.00		Replace Doors	5,000.00
		Sheetrock walls	6,500.00		Sheetrock walls	6,500.00
		Phone & TV Outlets	650.00		Phone & TV Outlets	650.00
		New VCT Flooring	1,500.00		New VCT Flooring	1,500.00
		Asbestos abatement	6,000.00		Asbestos abatement	6,000.00
		Cover CMU walls with gypsum board	8,500.00		Cover CMU walls with gypsum board	8,500.00
		New exterior doors	2,300.00		New exterior doors	2,300.00
		TOTAL	62,350.00		TOTAL	62,350.00
	GA137-3	Parking for 5 Units	20,000.00	GA137-3	Parking for 5 Units	20,000.00
		TOTAL	20,000.00		TOTAL	20,000.00
	GA137-4		0.00	GA137-4		0.00
		TOTAL	0.00		TOTAL	0.00
		Subtotal of Estimated Cost	\$199,772		Subtotal of Estimated Cost	\$199,772.00

Part III: Supporting Pages – Management Needs Work Statement(s)				
Work Statement for Year 1 FFY _____	Work Statement for Year _____ 20 _____ FFY _____ 20 _____		Work Statement for Year: _20 _____ FFY _____ 20 _____	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See				
Annual				
Statement				
	Subtotal of Estimated Cost	\$	Subtotal of Estimated Cost	\$

Part III: Supporting Pages – Management 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	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See				
Annual Statement				
	Subtotal of Estimated Cost	\$	Subtotal of Estimated Cost	\$

Part I: Summary		
PHA Name: Hazlehurst Housing Authority	Grant Type and Number Capital Fund Program Grant No: GA06P137501-09 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2009 FFY of Grant Approval: 2009

Type of Grant
 Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 12/31/2009 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	\$30,000.00	\$35,241.18	\$32,241.18	\$21,679.95
3	1408 Management Improvements	\$8,950.00	0	0	0
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	\$65,701.00	0	0	0
10	1460 Dwelling Structures	\$75,121.00	\$164,530.82	\$164,530.82	\$164,530.82
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	\$20,000.00	0	0	0
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

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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: Hazelhurst Housing Authority	Grant Type and Number Capital Fund Program Grant No: GA06P137501-09 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant:2009 FFY of Grant Approval: 2009			
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)	\$199,772.00	\$199,772.00	\$199,772.00	\$186,210.77
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: Hazlehurst Housing Authority			Grant Type and Number Capital Fund Program Grant No: GA06P137501-09 CFFP (Yes/ No): Replacement Housing Factor Grant No:			Federal FFY of Grant: 2009		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
PHA Wide	Operations	1406		\$30,000.00	\$35,241.18	\$35,241.18	\$21,679.95	80% complete
	Computer Operations	1408	NA	\$3950.00	0	0	0	
	Training	1408	NA	\$5,000.00	0	0	0	
	Commercial Lawn Mower	1475	1	\$20,000.00	0	0	0	
GA137-2	Install Fence	1450	JB	\$10,000.00	0	0	0	
GA137-3	Renovate House	1460	1 unit	\$35,121.00	\$88153.30	\$88153.30	88,153.30	Complete
GA137-4	Porches and Parking Bays (Phase 6)	1450	JB	\$55701.00	0	0	0	
	Roofs (Phase 3)	1460	5 bldgs	\$40,000.00	\$76,377.52	\$76,377.52	\$76,377.52	Complete
	GRAND TOTAL			\$199,772.00	\$199,772.00	\$199,772.00	\$186,210..77	

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

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Hazlehurst Housing Authority				Federal FFY of Grant: 2009	
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
GA137-2	09/14/2011		09/14/2013		
GA137-3	09/14/2011	12/04/2009	09/14/2013		
GA137-4	09/14/2011	12,04/2009	09/14/2013		
PHA Wide	09/14/2011	12/04/2009	09/14/2013		

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

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Hazlehurst Housing Authority		Grant Type and Number Capital Fund Program Grant No: GA06S137501-09 Replacement Housing Factor Grant No:			Federal FY of Grant: 2009 (ARRC)
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/2009 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds	\$0.00	\$0.00	\$0.00	\$0.00
2	1406 Operations	\$0.00	\$0.00	\$0.00	\$0.00
3	1408 Management Improvements	\$0.00	\$0.00	\$0.00	\$0.00
4	1410 Administration	\$0.00	\$0.00	\$0.00	\$0.00
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$0.00	\$0.00	\$0.00	\$0.00
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$80,201.00	\$54,811.20	\$54,811.20	\$54,811.20
10	1460 Dwelling Structures	\$174,000.00	\$199,389.80	\$199,389.80	\$92,266.30
11	1465.1 Dwelling Equipment—Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Nondwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
18	1499 Development Activities	\$0.00	\$0.00	\$0.00	\$0.00
19	1501 Collateralization or Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
20	1502 Contingency	\$0.00	\$0.00	\$0.00	\$0.00
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$254,201.00	\$254,201.00	\$254,201.00	\$148,077.50
22	Amount of line 21 Related to LBP Activities	70,000.00			
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs	\$10,000.00			
26	Amount of line 21 Related to Energy Conservation				

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

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
GA137-1	Bring vacant units on line	1460	5 units	\$10,000.00	0	0	0	
GA137-2	Bring vacant units on line	1460	5 units	\$10,000.00	0	0	0	
	Remove lead paint exterior door frames	1460	20 units	\$70,000.00	190,471.80	190,471.80	\$84,348.30	50% Complete
GA137-4	Bring vacant units on line	1460	5 units	\$10,000.00	0	0	0	
	Roofs (Phase 2)	1460	5 bldgs	\$64,000.00	0	0	0	
	Porches and Parking Bays (Phase 5	1450	JB	\$80,201.00	\$54,811.20	\$54,811.20	\$54,811.20	Complete
	Purchase Security Screens	1460	58 units	\$10,000.00	\$8,918.00	\$8,918.00	\$8,918.00	Complete
	GRAND TOTAL			\$254,201.00	\$254,201.00	\$254,201.00	\$148,077.00	

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

HAZLEHURST HOUSING AUTHORITY
VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. Purpose and Applicability

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

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

II. Goals and Objectives

This Policy has the following principal goals and objectives:

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

III. Other HHA Policies and Procedures

This Policy shall be referenced in and attached to HHA’s Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of HHA’s Admissions and Continued Occupancy Policy. HHA’s annual public housing agency plan shall also contain information concerning HHA’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 HHA, the provisions of this Policy shall prevail.

IV. Definitions

As used in this Policy:

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

B. *Dating Violence* – means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person;

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

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.

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

V. Admissions and Screening

A. *Non-Denial of Assistance.* HHA 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 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]

B. *Admissions Preference.* Applicants for housing assistance from HHA will receive a preference in admissions by virtue of their status as victims of domestic violence [dating violence, stalking]. This preference is particularly described as follows: [insert description including any requirements with respect to evidence of past domestic violence incidents, etc.]

[Optional adverse information provision: Note that VAWA does not require such a provision]

C. *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, HHA, 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, HHA 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. HHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

VI. Termination of Tenancy or Assistance

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

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

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

B. Removal of Perpetrator. Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, HHA 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 HHA. Leases used for all public housing operated by HHA 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 HHA, shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

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

1. *HUD-approved form* - by providing to HHA 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.

2. *Other documentation* - by providing to HHA 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.

3. *Police or court record* – by providing to HHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

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

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

VIII. Confidentiality

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to HHA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be

retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
 2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
 3. otherwise required by applicable law.
- B. *Notification of rights.* All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by HHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

[Optional provisions – paragraphs A through D]

VIII. Transfer to New Residence

- A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, HHA 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.
- B. *Action on applications.* HHA will act upon such an application promptly [alternatively, insert a number of business days].
- C. *No right to transfer.* HHA 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 provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of HHA, and this policy does not create any right on the part of any applicant to be granted a transfer.
- D. *Family rent obligations.* If a family occupying HHA 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 HHA. In cases where HHA determines that the family's decision to move was reasonable under the circumstances, HHA 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.

- E. *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.

[Optional Provision]

X. Court Orders/Family Break-up

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

B. *Family break-up*. Other HHA policies regarding family break-up are contained in HHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

[Optional provision]

XI. Relationships with Service Providers

It is the policy of HHA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If HHA staff become aware that an individual assisted by HHA is a victim of domestic violence, dating violence or stalking, HHA 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 HHA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. HHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which HHA has referral or other cooperative relationships.

XII. Notification

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

XIII. Relationship with Other Applicable Laws

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

XIV. Amendment

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

**NOTICE OF TENANT’S RIGHTS UNDER
SECTION 607 OF THE VIOLENCE AGAINST WOMEN
AND DEPARTMENT OF JUSTICE REAUTHORIZATION ACT OF 2005**

Federal Law requires Management to give notice of your rights under Section 607 of the Violence Against Women and the Department of Justice Reauthorization Act of 2005. (“The Act”).

For purposes of this notice, the following definitions apply:

(a) “**domestic violence**” has the same meaning giving that term in Section 40002 of the Violence Against Women Act of 1994;

(b) the term “**dating violence**” has the same meaning giving that term in Section 40002 of the Violence Against Women Act of 1994;

(c) the term “**stalking**” means:

(i) to follow, pursue or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or

(ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and

(iii) 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. The term “immediate family member” means, with respect to a person--

(A) a spouse, (brother or sister, or child) of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.

Federal Law provides that Management shall not deny admission to any applicant on basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission.

The Act further provides that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of a lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence.

Furthermore, criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of Tenant’s household or any guest(s) or other person under the Tenant’s control, shall not be cause for termination of the tenancy or occupancy rights, if the Tenant or immediate member of the Tenant’s family is a victim of that domestic violence, dating violence, or stalking; and provided that Management may bifurcate a lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting,

removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a Tenant or lawful occupant.

The Act does not limit the Management's authority, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution of possession of property among the household members in cases where a family breaks up. Furthermore, the act does not limit the Management's authority to evict a Tenant for any violation of the lease not premised on the act or acts of violence in question against a Tenant or a member of the Tenant's household, provided that Management does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

The Act does not limit Management's authority to terminate the tenancy of any Tenant if Management can demonstrate an actual and eminent threat to other tenants or those employed at or providing service to the property if that Tenant's tenancy is not terminated.

The Act does not supersede any provision of any federal, state, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

Management may request that an individual claiming the protection of the Act certify via HUD approved certification form that such individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the aforementioned paragraphs. The certification shall include the name of the perpetrator. The individual shall provide such certification within fourteen (14) business days after the public housing agency requests such certification.

If the individual does not provide the certification within fourteen (14) business days after the public housing agency has requested such certification in writing, in that circumstance, the Act does not limit the authority of Management to evict any tenant or lawful occupant that commits violations of the lease. Management may extend the fourteen (14) day deadline at **its** discretion.

An individual may satisfy the certification requirement by providing the requesting public housing agency with 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 domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. §1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or by producing a Federal, State, tribal, territorial, or local police or court record.

The Act does not require Management to demand that an individual produce official documentation or physical proof of the individual status as a victim of domestic violence, dating violence, or stalking in order to receive any of the benefits of the Act. At Management's discretion, it may provide for benefits to an individual based solely on the individual statement or other collaborating evidence.

You should be aware that all information provided to Management (or other public housing agency) pursuant to the Act, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, must be retained in confidence and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing or required for use in an eviction proceeding or otherwise required by applicable law.

This Notice is provided to you pursuant to the Act referenced above which requires that all public housing agencies must provide notice to tenants assisted under Section 6 of the United States Housing Act of 1937 of their right under the Act, including their right to confidentiality and the limits thereof.

(Signed) _____
_____ Head of Household

Date: