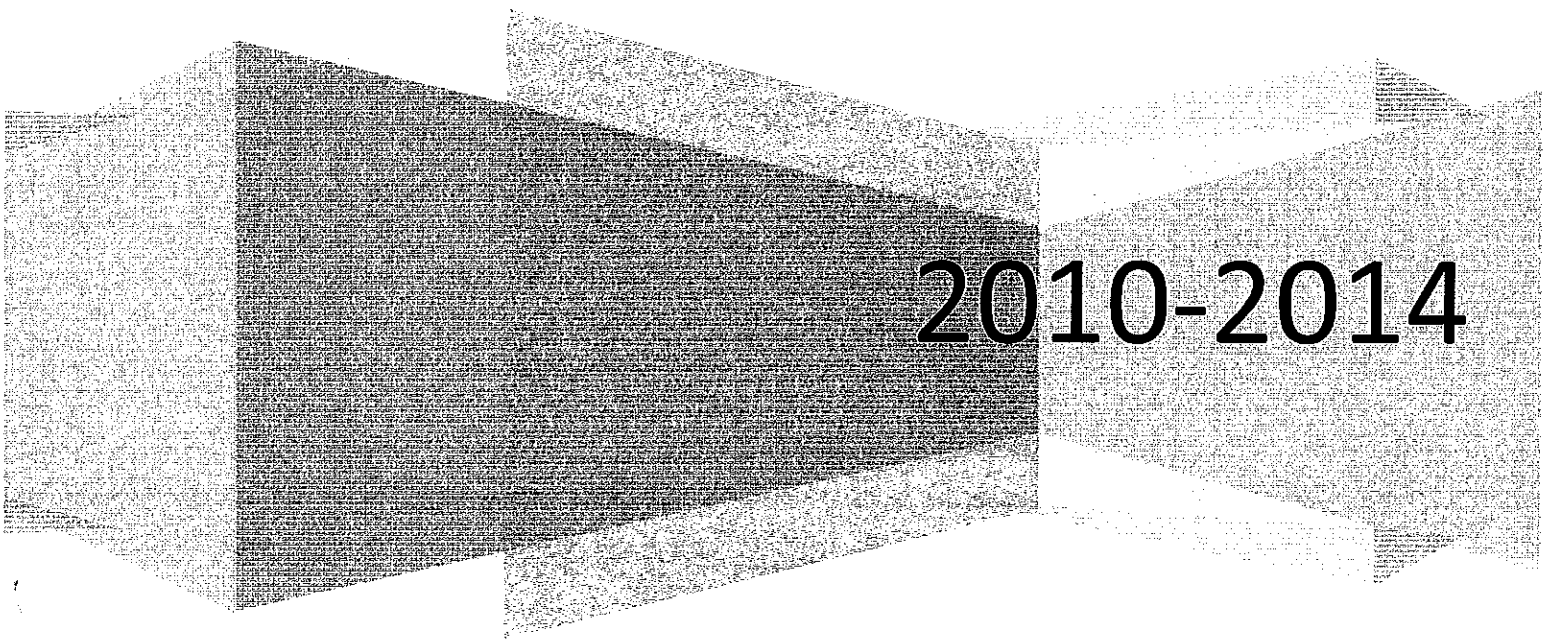
PERRY METROPOLITAN HOUSING AUTHORITY OH034

5 YEAR and ANNUAL PLAN



Perry Metropolitan Housing Authority

5 Year and Annual Plan
2010-2014

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

1.0 PHA Information

PHA Name: Perry Metropolitan Housing Authority PHA Code: OH034

PHA Type: ☐ Small ☒ High Performing ☐ Standard ☐ HCV (Section 8)

PHA Fiscal Year Beginning: (MM/YYYY): 1/1/2010

2.0 Inventory (based on ACC units at time of FY beginning in 1.0 above)

Number of PH units: 118 Number of HCV units: 218

3.0 Submission Type

☒ 5-Year and Annual Plan ☐ Annual Plan Only ☐ 5-Year Plan Only

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

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

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

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

The mission of Perry Metropolitan Housing Authority is to provide decent, safe, sanitary and affordable housing opportunities for the low and very-low income population. Perry MHA is committed to provide equal housing and economic opportunities to all participants. Perry MHA operates in an efficient, ethical and professional manner and is driven to maintain a high performer status in its housing programs. Perry MHA maintains a high code of conduct and strives to achieve positive relationships in its day-to day operations.

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. Goal: Expand the supply of assisted housing Objective: Apply for additional Section 8 rental vouchers as they become available; Leverage private or public funds to create additional housing opportunities Acquire or build dwelling units as the opportunity becomes available Goal: Improve the quality of assisted housing Objective: Improve public housing PHAS and Section 8 Voucher SEMAP scores Improve Section 8 Voucher unit inspections to ensure families have decent safe housing Renovate/modernize public housing units Continue the Section 8 Homeownership Program to enable participant families to purchase a home of their own Provide Assisted Living for elderly and/or disabled Goal: Increase assisted housing choices Objectives: Provide counseling in voucher mobility Conduct outreach to potential Voucher landlords Portability with other PHAs Goal: Provide an improved living environment Objectives: Bring higher income households into lower income developments Assure access for lower income families into higher income developments Give preference to working families on waiting list Maintain and improve public housing security Goal: Promote self-sufficiency Objective: Increase the number of employed persons in assisted families Work with agencies to provide supportive services to improve program participants' employability and increase independence for the elderly and/or disabled Goal: Ensure equal opportunity and affirmatively further fair housing Objective: Take measures to ensure access to housing programs regardless of race, color, religion, national origin, sex, familial status, and disability Take measures to provide a suitable living environment for families living in subsidized housing regardless of race, color, religion, national origin, sex, familial status, and disability Ensure accessible housing to persons with all types of disabilities regardless of unit size requirement Goal: Continue to maintain 97% and above lease-up rate in both Public Housing and Section 8 Voucher programs Objective: Strive to reach and maintain 100% lease-up in both programs which provides maximum housing opportunities in the programs administered by Perry MHA Goal: Maintain high performer status in both Public Housing and Section 8 Voucher programs Objective: Face the challenges imposed by the reduction in funding, program regulations, and remain financially sound. Maintaining a high performer status reflects the dedication, knowledge, and perseverance of all PHA staff which results in quality housing programs Goal: Increase housing opportunities Objective: Monitor funding opportunities and make application whenever possible. Obtain additional Section 8 vouchers. At the present time the Section 8 waiting list has 181 families in need of housing. Perry MHA's waiting list has been closed since March 18, 2009 due to over issuance of vouchers. Since that time, we have been unable to help any additional families. Perry MHA is interested in providing an assisted living program to enable elderly and/or disabled persons to remain in a more home like setting opposed to being institutionalized in a nursing home. Perry MHA will continue to manage and improve the Section 8 Voucher program. Goal: Continue with modernization of existing housing units; make improvements to recreational structures and facilities, upgrade electronic equipment for Administrative purposes and continue to replace and upgrade vehicles and equipment Objective: Reduce the amount of tenant accounts receivable and identify applicants and/or residents who are not reporting all family income. Continue to work with local agencies, employers and collection agencies to assure all household information is accurate and the appropriate assistance is provided. Action is taken on any discrepancy in household composition or income as defined in the PHA's Admission and Continued Occupancy Policy. Income Discrepancies as identifies by the Uniform Income Verification system will be investigated and properly handled to determine tenant error or fraud. A repayment agreement will be executed for repayment of funds owed to the Housing Authority. If the repayment agreement is not honored the account will be turned over to a collection agency.
6	**PHA Plan Update** (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: Public Housing Admission and Continued Occupancy Policy S/8 Vo Admission and Continued Occupancy Policy Converted public housing to Asset Management (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. Copies of the 5-year and Annual PHA Plan of Perry MHA can be obtained at the Main administrative office located at 26 Brown Circle Drive, Crooksville, Ohio and PHA development management office located at 13000 Parkview Drive, Roseville, Ohio
7.0	**Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.** *Include statements related to these programs as applicable.* Perry MHA will continue to operate the Section 8 Voucher Homeownership Program. The PHA entered into a Memorandum of Understanding with the U.S. Department of Housing and Urban Development June 24, 2003. The Homeownership Program is funded through the Section 8 Housing Choice Voucher funding. The PHA's Homeownership Policy states we plan to issue no more than 3 voucher certificates to eligible participants per year for homeownership and will continue to add no more than 3 per year thereafter for a period of ten years. Classes are held for eligible participants with the assistance of local Real Estate Agents, Lenders, Fair Housing and Tri County Community Action. To date we have had 4 successful closings.
8.0	**Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable.
8.1	**Capital Fund Program Annual Statement/Performance and Evaluation Report.** As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report,* form HUD-50075.1, for each current and open CFP grant and CFFP financing.

8.2	**Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan,* form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.
8.3	**Capital Fund Financing Program (CFFP).** ☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.

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.

Perry Metropolitan Housing Authority has determined the housing needs for low and very-low income families (including families with disabilities and elderly families) within its jurisdiction , the surrounding area and on the waiting list are as follows:

a. Decent, safe, sanitary and affordable housing;

b. Housing for working families within a reasonable proximity to their employment

c. Housing for low and very-low income families in close proximity to schools, child-care, health care, their families, etc.

d. Current Waiting List Data as of 8/11/2009:

Bedroom Size	Public Housing	Section 8 Voucher
One Bedroom	12	34
Two Bedroom	30	59
Three Bedroom	19	69
Four Bedroom	5	0
TOTAL APPLICANTS	66	162

e. Recap of family member characteristics as of 8/11/09:

Category	Public Housing	Section 8 Voucher
Female Head of Household	52	133
Male Head of Household	14	29
Elderly	3	1
Elderly/Disabled	2	0
Non-Elderly	58	149
Non-Elderly-Disabled	3	12
White	66	159
Black	0	3

f. Waiting List Income Date as of 8/11/09:

Source of Household Income	Public Housing	Section 8 Voucher
Child Support	10.16%	10.25%
General Assistance	34.38%	39.34%
Military Pay	.78%	0
Other Non-wage Income	.78%	1.23%
Other Wage	20.31%	19.26%
Pension	3.13%	.41%
Social Security	7.03%	4.10%
SSI	10.16%	11.48%
TANF	10.94%	13.11%
Unemployment Benefits	2.34%	.82%

g. Number of Household Members with Income Source

Source of Income	Public Housing	Section 8 Voucher
Child Support	13	25
General Assistance	44	96
Military	1	0
Other Non-Wage	1	3
Other Wage	26	47
Pension	4	1
Social Security	9	10
SSI	13	28
TANF	14	32
Unemployment Benefits	3	2

h. Current Housing Stock Includes:

James Brown Terrace Heights
26-49 Brown Circle Drive
Crooksville, Ohio 43731: 26 One Bedroom units designated elderly and disabled;
11 Two Bedroom single family units
9 Three Bedroom single family units
3 Four Bedroom single family units

Countryside Court
5120-5150 Countryside Court
Crooksville, Ohio 43731: 4 Three Bedroom single family units

9.0

Parkview Arms Apartments
13000 Parkview Drive
Roseville, Ohio 43777: 50 Condominium Style Apartments
24 Two Bedroom
22 Three Bedroom
4 Four Bedroom

Meadowview
13002-13050 Meadow Drive
Roseville, Ohio 43777: 15 Three Bedroom single family units

I. Perry Metropolitan Housing has 2 one bedroom handicapped units located in Crooksville, Ohio; 2 two bedroom handicapped units located in Roseville, Ohio and 1 three bedroom handicapped unit in Roseville, Ohio.

j. Perry MHA has 218 Housing Choice Vouchers, which at this time are all issued. The waiting list for the Section 8 Housing Choice Voucher Program is closed and will remain closed until the issued voucher amount reaches our baseline number.

k. Services Provided by Perry MHA:
1. Nutrition Program for elderly/disabled
2. summer Youth Nutrition Program
3. County recycling program
4. Community Action Head Start
5. Local Ministerial Association
6. Alcoholics anonymous meeting site
7. Bible study meeting site at both Crooksville and Roseville locations
8. Meeting facility for community organizations
9. County Food Bank/Commodities
10. Family Self-sufficiency Program (Section 8 only)
11. Homeownership (Section 8 only)
12. County Health Department Immunization Program
13. Wellness Programs
14. Work Experience Program sponsor
15. Senior Citizens' Club meeting site
16. Disaster Planning
17. Area Agency on Aging
18. all employees are CPR certified

l. Perry MHA has the following policies regarding Eligibility, Waiting List Selection and Admissions:
1. Admission and Continued Occupancy Policy
2. Waiting List Policy
3. Deconcentration Policy

m. Rent Determination Policies:
1. Public Housing:
a. Minimum Rent: $50.00 per month; family cannot be evicted if unable to pay if an actual hardship is proven to exist.
b. Utility Allowance: Consumption and costs are reviewed annually for each unit . An average is taken according to bedroom size and the UA is adjusted accordingly.
c. The HA offers residents the option to choose Flat Rent at their annual recertification. Flat Rent is reviewed annually based on the current per month operating expenses, Fair Market Rent and rent reasonableness data. Current Flat Rents are:

AMP OH034-001	**AMP OH034-002**
James Brown Terrace Heights	Parkview Arms Apartments
One Bedroom=$388.00	
Two Bedroom= $413.00	Two Bedroom=$382.00
Three Bedroom=$436.00	Three Bedroom=$404.00
Four Bedroom=$462.00	Four Bedroom=$428.00
Countryside Court	Meadowview
Three Bedroom=$436.00	3 Bedroom=$436.00

d. Income Based Rent: Allowances recognized in determining income based rent:
1. Paying Child Support: $480/annum per child
2. Working Family: $480.00/annum per family
3. Student: $480.00/annum per family; student must be enrolled in an accredited program i.e. college, university, technical or vocational
4. Medical: un-reimbursed medical expenses for working families; calculated same as elderly/disabled
5. Spousal support: up to $550.00/annum

2. Section 8 Housing Choice Voucher:
a. Minimum rent: 450.00 per month; family cannot be terminated if unable to pay if actual hardship is proven to exist
b. Payment Standard: based on current Fair Market Rent as well as the HA's data on average HAP and tenant payments per bedroom size. Reviewed annually and adjusted as needed. Perry MHA requested and was a granted a waiver on the Payment Standards and they were Adjusted effective 07/01/2009 to:
One Bedroom: $400.00
Two Bedroom: $380.00
Three Bedroom: $460.00
c. Utility Allowance: utility rates are obtained from utility companies providing utilities in the jurisdiction of the PHA. The UA is reviewed annually and an adjustment made if needed. Allowances are provided for both one and two story dwellings.

n. Perry Metropolitan Housing Authority received approval from the U.S. Department of Housing and Urban Development in May 2008 to designate 21 one bedroom apartments for elderly and 5 one bedroom apartments for disabled persons at AMP OH-034-001, James Brown Terrace Heights, Crooksville, Ohio. This is essential to provide the type of housing environment for persons that are elderly/disabled.

o. The Housing Authority entered into a *Memorandum of Understanding* with the U.S. Department of Housing and Urban Development June 24, 2003 to begin a Homeownership Program. This program will enhance homeownership opportunities for participants of the Section 8 Housing Choice Voucher Program. Classes for eligible participants are held each year and are conducted by the PHA with assistance from local lenders, realtors, Fair Housing, Community Action, and other public agencies. In 2008 no classes were held due to over issuance in the Voucher Program.

p. Latest Statics for Perry County, Ohio:
1. Population: 34,078
2. Area: 413 square miles (410 sq. mi. land and 3 sq. mi. of water)
3. Households: 12,500; out of which 36.7% have children under the age of 18 living with them
60.1% were married couples living together
9.8% had a female head of household with no husband present
25.25 were non-families
9.9% were individuals living alone who was 65 years of age or older.
4. Average Household Size: 2.70
5. Average Family Size: 3.13
6. Families: 9,350
7. Housing Units: 13,655
8. Racial Makeup: 98.54% White; .22% Black; .28% Native American; .10% Asian; .01% Pacific Islander; .09% from other races; .76% from More than one race

9. Age: Under 18 = 28.1%
18-24 = 8.5%
25-44 = 29.1%
45-64 = 22.3%
65 and over = 12%
The median age is 35 years.

10. Median Income:
Household: $34,383.00
Family: $40,294.00
Per Capita Income: $15,674.00

11. Males in Perry County have a median income of $31,664.00 while females have a median income of $21,147.00.

12.About 9.4% of families and 11.8% of the population are below the poverty level, 15.2% under the age of 18 and 12.70% over the age of 65

13.4.5% of the population age 25 years and older are unemployed. The unemployment rate for Perry County is 7.10% ; Recent job growth is .65%

14. Projected job growth for Perry County in the next 10 years is 7.30%

15. 74% of Perry County families own their home; 17% rent.

16. The vacancy rate for Perry County is 9%

Affordability of rental housing in Perry County, Ohio has improved but yet a high population still cannot find affordable housing. The highest concentration of low to moderate income families is within the Village of New Lexington; other areas include Roseville, Salt Lick Twp. And Monday Creek Twp. Over 45% of all housing units in Perry County are over 50 years old. Preservation of existing housing stock should be given priority but development of new housing for low and very-low income families is needed.

q. Financial Resources: Estimated and actual financial resources available to support Perry Metropolitan Housing Authority's Public Housing and Section 8 Housing Choice Voucher programs are as follows and attached:

a. ***Public Housing***(cstimated-FYE 2010)

Operating Receipts
Subsidy – $324,390
Dwelling Rent - $234,000
Excess Utility - $ 15,600
Operating Reserve - $326,307

Operating Expenditures
Administration - $254,437
Tenant Services - $$10,270
Utilities – $ 419,140
Maintenance – $419,140
General Expenses - $146,196

b.***Modernization*** (Grants now in progress)

Capital Fund OH16-P034-501-08

AMP 001: Replace fascia, gutters, and fascia board
Replace refrigerators in 26 one bedroom senior apartments and 27 single family dwellings
Replace heating/cooling units in 5 one bedroom senior apartments
Replace tractor

AMP 002: Improve office area, storage and community space
Replace tractor
Replace maintenance vehicle

PHA Wide: Management Improvements
Administration

TOTAL GRANT - $185,739

Capital Fund OH16-S034-501-09

AMP 001: Replace floor covering in kitchen and bathroom in 26 one bedroom senior apartments
Replace floor covering in entire house in 11 two bedroom single family homes; 9 three bedroom single family homes and 3 four bedroom single family homes
Replace floor covering in common areas of Community Building

AMP 002: Replace floor covering in kitchen, bathrooms, and laundry area in 24 two bedroom apartments, 22 three bedroom apartments and 4 four bedroom apartments
Replace floor covering in common areas of Community Building

PHA Wide: Administration

TOTAL GRANT - $235,108

Perry Metropolitan Housing Authority has also applied for a Capital Fund Recovery Competition Grant in the amount of $214,500. If this grant is awarded it will be used to replace the heating/cooling system in 26 one bedroom senior/disabled apartments with high efficiency, Energy Star electric furnaces with heat pumps. This will significantly reduce energy costs, provide better living environment for residents, address maintenance issues, and utilize energy efficient technology. The building containing the 26 units is 34 years old. The current heating/cooling units are costly to operate, contain Freon, do not maintain a satisfactory comfort level for residents, the method of installation allows exterior air entry, they are a high maintenance item during and after normal business hours, require frequent replacement, take up living space in both the living room and bedroom and are not well suited to Ohio's climate. An electric furnace and heat pump will also be installed to replace 6 Zonelines that serve common areas and administrative offices. We are projecting a 40% savings on our electric utility for this building, reduced Maintenance time, cost of replacement, and afford more comfort to residents

c. ***Section 8 Housing Choice Voucher***(estimated-FYE 2010)
Operating Receipts
Housing Assistance Payments - $1,034,250
Administration - $144,146
Audit - $4,000

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.**

Need: Shortage of affordable housing for all eligible populations in our jurisdiction

Strategies: Maximize the number of affordable units within the PHA's current resources by:
- Utilize effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time on vacated public housing units
- Reduce time to renovate public housing units
- Maintain Section 8 lease-up rates at 100%
- Ensure access to affordable housing regardless of unit size requirement
- Maintain Section 8 lease-up rates by marketing the program to owners, particularly those outside poverty concentrated areas
- Effectively screen Section 8 applicants to increase owner acceptance of program
- Participate in Perry County's CHAS program to ensure coordination with broader community strategies
- Apply for additional Section 8 Vouchers as they become available
- Pursue housing resources other than public housing or Section 8 tenant-based

Need: Specific Family Types: Families at or below 30% median

Strategy: Exceed HUD federal targeting requirements for families at or below 30% of AMI in Public Housing and Section 8 Voucher
- Maintain and adopt rent policies to support and encourage employment

Need: Specific Family Types: Families at or below 50% of median

Strategies: Continue using admission preferences aimed at working families
- Continue using and adopt new rent policies to support and encourage employment

Need: Specific Family Types: The Elderly

Strategy: Target available assistance to the elderly by applying for special-purpose Vouchers targeted to the elderly, should they become available

Need: Specific Family Types: Families with Disabilities

Strategy: Target available assistance to Families with Disabilities by modifying public housing units based on the section 504 Needs Assessment for Public Housing; apply for special-purpose vouchers targeted at families with disabilities, should they become available; Affirmatively market to local non-profit agencies that assist families with disabilities, and continue participation in the Supported Living Program with Perry County Board of MR/DD

Need: Specific Family Types: Races/ethnicities with disproportionate housing needs

Strategy: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs by affirmatively marketing to races/ethnicities shown to have disproportionate housing needs; counseling Section 8 tenants as to location of units outside poverty and/or minority concentration areas and assist them in locating those units; market the Section 8 program to owners outside poverty/minority concentrated areas

Reasons for Selecting Strategies:

Perry MHA has selected the above strategies to pursue with the following factors taken into consideration:
- Funding
- Staffing
- Limited availability of sites for assisted housing in our jurisdiction
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated by information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board

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. 1. Continued to implement the S/8 Homeownership Program with three additional closings to date 2. Renewed the designation of 26 one bedroom units for elderly and disabled 3. Maintained a high performer status in both public housing and Section 8 Voucher programs 4. Continued the Supported Living Program with Perry County Board of MR/DD to assist persons with mental retardation and/or developmental Disabilities 5. Successful completion of Capital Fund Grants 6. Consecutive annual financial statement audits with no findings 7. Establish and/or continue agreements with public service agencies to provide services for elderly and disabled 8. Participate in fair Housing meetings and provide fair housing materials to all applicants (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" Any change in policies and/or procedures that significantly affects the day to day operation of the PHA, program participants, annual budget and/or annual plan

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

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: Perry Metropolitan Housing Authroity	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2010** **FFY of Grant Approval:**

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	10,000.00			
4	1410 Administration (may not exceed 10% of line 21)	16,700.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	11,000.00			
10	1460 Dwelling Structures	71,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	25,000.00			
13	1475 Non-dwelling Equipment	50,000.00			
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: Perry Metropolitan Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2010** **FFY of Grant Approval:**

Type of Grant

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

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	183,700.00			
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.
[4] RHF funds shall be included here.

Part II: Supporting Pages		
PHA Name: Perry Metropolitan Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: 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]	
OH034-001	Replace water heaters	1460		6,000.00				
	Replace vehicle	1475		25,000.00				
	Repair foundations	1460		5,000.00				

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

[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name:	**Grant Type and Number**	**Federal FFY of Grant: 2010**
Perry Metropolitan Housing Authority	Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	

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]	
OH034-002	Replace maintenance storage building			25,000.00				
	Replace brick mold	1460	50 units	15,000.00				
	Seal parking lot			5.000.00				
	Replace plumbing	1460		5,000.00				
	Replace vehicle	1475		25,000.00				
OH034-PHA Wide	Management Improvements	1408		10,000.00				
	Administration	1410		16,700.00				
	Replace project signs			6,000.00				

[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: Perry Metropolitan 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	
OH-034-001	2013		2014		
OH-034-002	2013		2014		
oh-034-PHA Wide	2013		2014		

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

Part I: Summary

PHA Name/Number Perry Metropolitan Housing Authority OH-16P-034			Locality (City/County & State) 26 Brown Circle Drive Crooksville, Ohio 43731		☒Original 5-Year Plan ☐Revision No:	
A.	Development Number and Name OH-034-001 James Brown Terrace Heights/Countryside Court	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	72,000	65,000	85,000	175,000
C.	Management Improvements		5,000	10,000		
D.	PHA-Wide Non-dwelling Structures and Equipment		25,000	35,000		
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total		102,000	110,000	85,000	175,000

Part I: Summary (Continuation)

PHA Name/Number Perry Metropolitan Housing Authority OH-16P-034-001			Locality (City/county & State) 26 Brown Circle Drive Crooksville, Ohio 43731		☒Original 5-Year Plan ☐Revision No:	
A.	Development Number and Name OH-034-001 James Brown Terrace Heights/Countryside Court	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				
	OH-034-001		102,000	110,000	85,000	175,000

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

Work Statement for Year 1 FFY 2010	Work Statement for Year 2 FFY 2011			Work Statement for Year: 3 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	OH-034-001			OH-034-001		
Annual	Blow insulation in attics	26 houses	40,000	Pave front parking lot	1	50,000
Statement	Replace maintenance vehicle	1	25,000	Zero Turn Mower	1	10,000
	Replace office furniture		5,000	Tractor	1	25,000
	Replace interior/exterior fire doors	16	32,000	Floor covering	26	15,000
				Upgrade computers		10,000
	Subtotal of Estimated Cost		$102,000	Subtotal of Estimated Cost		$110,000

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

Work Statement for Year 1 FFY 2010	Work Statement for Year 4 FFY 2013			Work Statement for Year: 5 FFY 2014		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	OH-034-001			OH-034-001		
Annual	Replace countertops @ Brown Circle and Countryside Court	26	85,000	Replace windows @ Brown Circle Drive	251	175,000
Statement						
	Subtotal of Estimated Cost		$85,000	Subtotal of Estimated Cost		$175,000

Part III: Supporting Pages – Management Needs Work Statement(s)				
Work Statement for Year 1 FFY ____	Work Statement for Year 2 FFY 2011		Work Statement for Year: 3 FFY 2012	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	OH-034-001		OH-034-001	
Annual	Blow insulation in attics of 11 two bedroom single family units; 12 three bedroom single family units and 3 four bedroom single family units	40,000	Pave front parking lot at 26 Brown Circle Drive, Crooksville, Ohio	50,000
Statement				
	Replace maintenance vehicle	25,000	Replace zero turn mower	10,000
	Replace office furniture	5,000	Replace tractor	25,000
	Replace interior/exterior fire doors in the Senior Building located at 26 Brown Circle Drive, Crooksville, Ohio	32,000	Replace floor covering in living room, bedroom and hallway in 26 one bedroom senior apartments	15,000
			Upgrade computers	10,000
	Subtotal of Estimated Cost	$102,000	Subtotal of Estimated Cost	$110,000

Part III: Supporting Pages – Management Needs Work Statement(s)				
Work Statement for Year 1 FFY _____	Work Statement for Year 4 FFY 2013		Work Statement for Year: 5 FFY 2014	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	OH-034-001		OOH-034-001	
Annual				
Statement	Replace countertops in kitchens in 11 two bedroom units, 13 three bedroom units and 3 four bedroom units located on Brown Circle Drive and Countryside Court, Crooksville, Ohio	85,000	Replace windows in 11 two bedroom units, 9 three bedroom units and 3 four bedroom units located on Brown Circle Drive, Crooksville, Ohio	175,000
	Subtotal of Estimated Cost	$ 85,000	Subtotal of Estimated Cost	$ 175,000

Part I: Summary

PHA Name/Number Perry Metropolitan Housing Authority OH-16P-034			Locality (City/County & State) 26 Brown Circle Drive Crooksville, Ohio 43731		☒Original 5-Year Plan ☐Revision No:	
A.	Development Number and Name OH-034-002 ParkviewArms/Meadowview	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	58,000	5,000	170,000	175,000
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment		25,000	60,000		
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total		83,000	65,000	170,000	175,000

Part I: Summary (Continuation)

PHA Name/Number Perry Metropolitan Housing Authority OH-16P-034			Locality (City/county & State) 26 Brown Circle Drive Crooksville, Ohio 43731		☒Original 5-Year Plan ☐Revision No:	
A.	Development Number and Name OH-034-002 Parkview Arms/ Meadowview	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				
	OH-034-002		83,000	65,000	170,000,	175,000

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

Work Statement for Year 1 FFY 2010	Work Statement for Year 2 FFY 2011			Work Statement for Year: 3 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	OH-034-002			OH-034-002		
Annual	Replace/Repair Sidewalks		5,000	Replace plumbing at Meadowview		5,000
Statement	Replace fence at Meadowview		5,000	Zero Turn Mower		10,000
	Replace fire doors in admin. building	4	8,000	Replace maintenance truck		25,000
	Replace plumbing at Meadowview		5,000	Replace Explorer		25,000
	Replace siding on 10 building at Parkview Arms Apts.		35,000			
	Replace current maintenance storage building		25,000			
	Subtotal of Estimated Cost		$83,000	Subtotal of Estimated Cost		$65,000

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

Work Statement for Year 1 FFY 2010	Work Statement for Year 4 FFY 2013			Work Statement for Year: 5 FFY 2014		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	OH-034-002			OH-034-002		
Annual	Replace kitchen countertops in 50 apartments at Parkview		170,000	Replace windows in 50 apartments at Parkview		175,000
Statement						
	Subtotal of Estimated Cost		$170,000	Subtotal of Estimated Cost		$175,000

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

Work Statement for Year 1 FFY ____	Work Statement for Year 2 FFY 2011		Work Statement for Year: 3 FFY 2012	
	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	OH-034-002		OH-034-002	
	Replace/Repair sidewalks at 13000 Parkview Drive	5,000	Replace plumbing in 5 three bedroom houses on Meadow Drive, Roseville, Ohio	5,000
	Replace fence at Meadowview	5,000	Replace zero turn mower	10,000
	Replace fire doors in administration building	8,000	Replace maintenance vehicle	25,000
	Replace plumbing in 5 three bedroom houses on Meadow Drive, Roseville, Ohio	5,000	Replace Explorer	25,000
	Replace siding on 10 buildings at Parkview Arms Apartments	35,000		
	Replace current maintenance storage building	25,000		
	Subtotal of Estimated Cost	$83,000	Subtotal of Estimated Cost	$65,000

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

Work Statement for Year 1 FFY ____	Work Statement for Year 4 FFY 2013		Work Statement for Year: 5 FFY 2014	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	OH-034-002		OH-034-002	
Annual				
Statement	Replace kitchen countertops in 50 apartments at Parkview Arms Apartments	170,000	Replace windows in 24 two bedroom apartments, 22 three bedroom apartments, and 4 four bedroom apartments at Parkview Arms Apartments	175,000
	Subtotal of Estimated Cost	$170,000	Subtotal of Estimated Cost	$175,000

Part I: Summary

PHA Name/Number Perry Metropolitan Housing Authority OH-16P-034			Locality (City/County & State) 26 Brown Circle Drive Crooksville, Ohio 43731		☒Original 5-Year Plan ☐Revision No:	
A.	Development Number and Name PHA - Wide	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		18,500	17,500	25,500	35,000
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total		18,500	17,500	25,500	35,000

Part I: Summary (Continuation)

PHA Name/Number Perry Metropolitan Housing Authority OH-16P-034-001			Locality (City/county & State) 26 Brown Circle Drive Crooksville, Ohio 43731		☒Original 5-Year Plan ☐Revision No:	
A.	Development Number and Name PHA - Wide	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		18,500	17,500	25,500	35,000

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

Work Statement for Year 1 FFY 2010	Work Statement for Year 2 FFY 2011			Work Statement for Year: 3 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			OH-034-001		
Annual	Administration		18,500	Administration		17,500
Statement						
	Subtotal of Estimated Cost		$18,500	Subtotal of Estimated Cost		$17,500

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

Work Statement for Year 1 FFY 2010	Work Statement for Year 4 FFY 2013			Work Statement for Year: 5 FFY 2014		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	PHA - Wide			PHA - Wide		
Annual	Administration		25,500	Administration		35,000
Statement						
	Subtotal of Estimated Cost		$25,500	Subtotal of Estimated Cost		$35,000

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

Work Statement for Year 1 FFY ____	Work Statement for Year 2 FFY 2011		Work Statement for Year: 3 FFY 2012	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	PHA-Wide			
Annual				
Statement	Administration	18,500	Administration	17,500
	Subtotal of Estimated Cost	$18,500	Subtotal of Estimated Cost	$17,500

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

Work Statement for Year 1 FFY ____	Work Statement for Year 4 FFY 2013		Work Statement for Year: 5 FFY 2014	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	PHA-Wide		PHA-Wide	
Annual				
Statement	Administration	25,500	Administration	35,000
	Subtotal of Estimated Cost	$25,500	Subtotal of Estimated Cost	$35,000

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: Perry Metropolitan Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: OH16-P034-501-08 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2008** **FFY of Grant Approval: 2008**

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21)[3]				
3	1408 Management Improvements	10,000		542.84	542.84
4	1410 Administration (may not exceed 10% of line 21)	15739			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	15,000		13615.13	13615.13
10	1460 Dwelling Structures	15,000		5024.77	5024.77
11	1465.1 Dwelling Equipment—Nonexpendable	50,000			
12	1470 Non-dwelling Structures	80,000			
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: Perry Metropolitan Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: OH16-P034-501-08 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2008** **FFY of Grant Approval:**

Type of Grant

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

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	185,739		19,182.74	19,182.74
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	27,500			

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:	**Grant Type and Number**	**Federal FFY of Grant: 2008**
Perry Metropolitan Housing Authority	Capital Fund Program Grant No: OH16-P034-501-08 CFFP (Yes/ No): Replacement Housing Factor Grant No:	

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]	
OH-034-001	Replace fascia, gutters, fascia board	1460	23	15,000	2763.63	2763.63	2763.63	100%
	Replace refrigerators	1465	45	22,500				
	Replace heat/cool units	1465	5	5,000				
	Replace tractor	1475	1	25,000				
	Expand garage space	1470	1	0	13615.13	13615.13	13615.13	100%
TOTAL				67,500	16,378.76	16,378.76	16,378.76	

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

[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Perry Metropolitan Housing Authority	**Grant Type and Number** Capital Fund Program Grant No:)h16-p034-501-08 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2008**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
OH-034-002	Improve office area	1470		37,500				
	storage & community space							
	Replace tractor	1475		25,000				
	Replace vehicle	1475		30,000				
	Replace fascia, gutters, & fascia board	1460		0	2512.38	2512.38	2512.38	100%
TOTAL				92,500	2512.38	2512.38	2512.38	
PHA - WIDE	Management Improvements	1408		10,000		542.84	542.84	
	Administration	1410		15,739				
TOTAL				25,739				
Grand Total				185,739		19,182.74	19,182.74	

[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: Perry Metropolitan Housing Authority					**Federal FFY of Grant: 2008**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
OH-034-001	06/15/2010		06/15/2011		
OH-034-002	06/15/2010		06/15/2011		
PHA - WIDE	06/15/2010		06/15/2011		

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

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part I: Summary**

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

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

HA Name: Perry Metropolitan Housing Authority

Comprehensive Grant Number: OH16-PO34-501-08

FFY of Grant Approval: 2008

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☒ Revised Annual Statement/Revision Number 1

☐ Performance and Evaluation Report for Program Year Ending _____ ☐ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost Original	Total Estimated Cost Revised [1]	Total Actual Cost [2] Obligated	Total Actual Cost [2] Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 10% of line 20)				
3	1408 Management Improvements	10,000.00		542.84	542.84
4	1410 Administration	15,739.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	15,000.00	1,075.00	1,075.00	1,075.00
10	1460 Dwelling Structures	15,000.00	5,024.77	5,024.77	5,024.77
11	1465.1 Dwelling Equipment—Non-expendable	50,000.00	59,000.00		
12	1470 Non-dwelling Structures	80,000.00	92,520.23	13,615.13	13,615.13
13	1475 Non-dwelling Equipment		2,380.00	2,380.00	
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency (may not exceed 8% of line 20)				
20	**Amount of Annual Grant (Sum of lines 2-19)**	185,739.00			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures	27,500.00			

Signature of Executive Director: Sandra Harper Date: 8-26-09

Signature of Public Housing Director: _____ Date: _____

[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.

Previous edition is obsolete

form **HUD-52837** (9/98)
ref Handbook 7485.3

Annua. ıtement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
OH034-00C	Replace fascia, gutters, and fascia boai	1460	23	15,000.00	5,024.77	5,024.77	5,024.77	
	Replace refrigerators	1465	53	22,500.00	24,000.00			
	Replace heat/cooling units	1465	5	5,000.00				
	Replace tractor	1475	1	25,000.00	0			
	Maintenance Garage	1470	1		13,615.13	13,615.13	13,615.13	
	Replace Tractor	1475		25000.00	0			
	Improve office space	1470	1		12,905.10			
OH034-00C	Improve office, storage, and comm. spa	1470	1	37,500				
	Replace Security Camera	1450	1		1,075.00	1,075.00	1,075.00	
	Replace Refrigerators	1465	65		30,000.00			
	Replace Tractor	1475		25,000.00	0			
	Replace Vehicle	1475		30,000.00	0			
	Improve Maintenance Storage Area	1470	1		28,500.00			

Signature of Executive Director — Date: 8-26-09

Signature of Public Housing Director — Date

[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 .

Previous edition is obsolete

form **HUD-52837** (9/98)
ref Handbook 7485.3

Annual Statement / Performance and Evaluation Report
Comprehensive Grant Program (CGP) **Part II: Supporting Pages**

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

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work [2]
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
OH034-PH/	Management Improvements	1408	1	10,000.00		542.84	542.84	
	Replace Carpet Machine	1475	1		2,380.00	2,380.00		
	Administrataion	1410	1	15,739.00				

Signature of Executive Director: Sandra Harper — Date: 8-26-09

Signature of Public Housing Director — Date

[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.

Previous edition is obsolete

form **HUD-52837** (9/98)
ref Handbook 7485.3

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: 56+	**Grant Type and Number** Capital Fund Program Grant No: OH16-S034-501-09 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2009** **FFY of Grant Approval: 2009**

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	9,478.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	225,630.00		188,820.00	0
10	1460 Dwelling Structures				
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: Perry Metropolitan Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: OH16S03450109 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2009** **FFY of Grant Approval: 2009**

Type of Grant

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

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	235,108.00			
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	140,140.00			

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: Perry Metropolitan Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: OH16S03450109 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]	
OH034-001	Replace flooring in kitchen and bath in 26 one BR apts., replace entire flooring in 11 two BR houses, 9 three BR houses, 3 four BR houses, and common areas of Community Building	1460	49 units	161,865.00		129,492		
OH034-002	Replace flooring in kitchen, bath and laundry areas in 24 two BR apts., 22 three BR apts., 4 four BR apts., and common areas of Community Building	1460	51	63,765.00		51,012		
OH034-PHA Wide	Administration	1410		9,478.00		8,316	237.46	

[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: Perry Metropolitan 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	
OH034-001	07/31/2009		09/30/2009		
OH034-002	07/31/2009		09/30/2009		

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

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

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

Part I: Summary

PHA Name: Perry Metropolitan Housing Aughority	**Grant Type and Number** Capital Fund Program Grant No: OH16-P034-501-09 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2009** **FFY of Grant Approval:**

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	10000.00			
4	1410 Administration (may not exceed 10% of line 21)	16700.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	12441.00			
10	1460 Dwelling Structures	71000.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	25000.00			
13	1475 Non-dwelling Equipment	50000.00			
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: Perry Metropolitan Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: OH16-P034-501-09 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2009** **FFY of Grant Approval:**

Type of Grant

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

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	185141.00			
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**
Sandra Harper	9/12/09		

[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.

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

Part II: Supporting Pages

PHA Name: Perry Metropolitan Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: OH16-P034-501-09 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]	
OH034-001	Replace water heaters	1460	30	6000.00				
	Replace vehicle	1475	1	25000.00				
	Repair foundations	1460	20	25000.00				
OH034-002	Replace maintenace storage building	1470	1	25000.00				
	Replace brick mold on 10 bldgs.	1460	10	15000.00				
	Seal parking lot	1450	1	5000.00				
	Replace plumbing in 15 houses	1460	15	25000.00				
	Replace vehicle	1475	1	25000.00				
PHA Wide	Management Improvements	1408		10000.00				
	Administration	1410		16700.00				
	Replace project signs	1450		7441.00				

[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.

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: Perry County Metropolitan Housing Authority 26 Brown Circle Drive Crooksville OH, 43731	**Grant Type and Number** Capital Fund Program Grant No: OH16R03450109 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2009** **FFY of Grant Approval:**

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)	19500.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	175000.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	20000.00			
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: Perry County Metropolitan Housing Authority 26 Brown Circle Drive Crooksville OH, 43731	**Grant Type and Number** Capital Fund Program Grant No: OH16R034501-09 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2009** **FFY of Grant Approval:**

Type of Grant

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

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	214500.00			
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	175000.00			

Signature of Executive Director Carole Amanda	**Date 06/25/2009**	**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.

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 II: Supporting Pages

PHA Name: Perry County Metropolitan Housing Authority 26 Brown Circle Drive Crooksville OH, 43731	**Grant Type and Number** Capital Fund Program Grant No: OH16R03450109 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]	
OH034-000001	Change heat/cooling units from Zonelines to individual electric furnaces/heat pumps in 1 BR dwelling units designated for elderly and/or disabled and office/common areas	1460	27	165000.00				
	Insulation and siding	1460	31	10000.00				
	Add additional storage residential storage space for elderly and/or disabled persons	1470		20000.00				
	Administration	1410		19500.00				

[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.

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 II: Supporting Pages

PHA Name: Perry County Metropolitan Housing Authority 26 Brown Circle Drive Crooksville OH, 43731	**Grant Type and Number** Capital Fund Program Grant No: OH16R03450109 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]	

[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.

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 III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Perry County Metropolitan Housing Authority 26 Brown Circle Drive Crooksville OH, 43731					**Federal FFY of Grant:**
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	
OH034-000001	12/2009		06/2010 (60%)		
			12/2010 (100%)		

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

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Perry County Metropolitan Housing Authority
26 Brown Circle Drive
Crooksville
OH, 43731

Federal FFY of Grant:

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	

[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.

	PERRY MHA OH034			PROPOSED PUBLIC HOUSING OPERATING BUDGET						
				FYE 12/31/2010						
	AMP		AMP		CENTRAL		CENTRAL		TOTAL	TOTAL
	OH034-001		OH034-002		MAINTENANCE		OFFICE			
	FYE 12/31/2010	FYE 12/31/2009	FYE 12/31/2010	FYE 12/31/2009	FYE 12/31/2010	FYE 12/31/2009	FYE 12/31/2010	FYE 12/31/2009	FYE 12/31/2010	FYE 12/31/2009
Utilities:										
Water	18,200.00	16,500.00	26,000.00	21,650.00	770.00	653.00	300.00	250.00	45,270.00	39,053.00
Sewer	16,400.00	15,000.00	15,000.00	14,743.00	290.00	280.00	250.00	195.00 #	31,940.00	30,218.00
Electric	24,000.00	23,700.00	11,000.00	8,728.00	1,700.00	1,608.00	1,000.00	1,030.00	37,700.00	35,066.00
Electric vacancies	500.00	100.00	1,550.00	376.00					2,050.00	476.00
Gas				772.00						772.00
Gas vacancies	50.00	100.00		763.00					50.00	863.00
Total Utilities	**59,150.00**	**55,400.00**	**53,550.00**	**47,032.00**	**2,760.00**	**2,541.00**	**1,550.00**	**1,475.00**	**117,010.00**	**106,448.00**
Maintenance:										
Wages					116,370.00	112,038.00			116,370.00	112,038.00
Fuel	3,800.00	4,300.00	4,200.00	4,848.00	3,000.00	2,275.00		100.00	11,000.00	11,523.00
Materials/Repairs	4,500.00	4,200.00	6,500.00	8,441.00	21,000.00	13,350.00	500.00		32,500.00	25,991.00
Maintenance Services	110,000.00	128,000.00	133,000.00	142,177.00				500.00 #	243,000.00	270,677.00
Refuse	5,500.00	5,500.00	6,100.00	6,021.00	120.00	115.00	120.00	115.00	11,840.00	11,751.00
Contracts, Misc.	500.00		2,300.00	2,019.00	660.00				3,460.00	2,019.00
Travel/Training	200.00		200.00						400.00	
Dues/Memberships	200.00		200.00		170.00				570.00	
Audit										
Sundries										
Total Maintenance	**124,700.00**	142,000.00	**152,500.00**	163,506.00	**141,320.00**	**127,778.00**	**620.00**	**715.00**	**419,140.00**	**433,999.00**
General Expenses:										
Insurance	8,300.00	8,000.00	10,000.00	10,095.00	4,800.00	5,867.00	4,500.00	5,395.00	27,600.00	29,358.00
PILOT	9,900.00	6,000.00	2,600.00	7,258.00					12,500.00	13,258.00
Employee Benefits	4,000.00	3,360.00	3,435.00	4,970.00	64,786.00	58,676.00	15,030.00	18,636.00	99,396.00	85,642.00
NN Labor	395.00	284.00	750.00	700.00	6,200.00	6,121.00	4,800.00	4,720.00		11,825.00
Collection Losses	2,000.00	1,000.00	4,700.00	1,000.00					6,700.00	2,000.00
Total General Expenses	**24,595.00**	**18,644.00**	**21,485.00**	**24,023.00**	**75,786.00**	**70,664.00**	**24,330.00**	**28,752.00**	**146,196.00**	**142,083.00**
TOTAL ALL EXPENSES	**290,934.00**	**296,064.00**	**308,283.00**	**321,780.00**	**223,236.00**	**205,062.00**	**124,600.00**	**136,368.00**	**947,053.00**	**959,274.00**
Provision for Reserve	(124,027.00)	(128,112.00)	(226,553.00)	(224,550.00)	18,064.00	76,986.00	6,256.00	(24,176.00)	(326,307.00)	(299,852.00)
Subsidy from HUD	107,000.00	110,618.00	217,390.00	206,683.00					324,390.00	317,301.00
Residual Receipts/Deficit	**(17,074.00)**	**(17,494.00)**	**(9,163.00)**	**17,867.00**	**18,064.00**	**76,986.00**	**6,256.00**	**24,176.00**	**(1,917.00)**	**17,449.00**

NOTE: HUD subsidy amount is an estimate (2008 amounts received x AAF 1.026)

	PERRY MHA OH034			PROPOSED PUBLIC HOUSING OPERATING BUDGET FYE 12/31/2010						
	AMP OH034-001		AMP OH034-002		CENTRAL MAINTENANCE		CENTRAL OFFICE		TOTAL	TOTAL
	FYE 12/31/2010	FYE 12/31/2009	FYE 12/31/2010	FYE 12/31/2009	FYE 12/31/2010	FYE 12/31/2009	FYE 12/31/2010	FYE 12/31/2009	**FYE 12/31/2010**	**FYE 12/31/2009**
INCOME										
Dwelling Rent	155,000.00	157,257.00	79,000.00	95,000.00					234,000.00	252,257.00
Excess Utility	1,560.00	1,560.00							1,560.00	1,560.00
Maintenance Fees					238,000.00	282,048.00			238,000.00	282,048.00
Mngmnt/Bkkpng Fees							75,000.00	76,266.00	75,000.00	76,266.00
Nutrition Program	8,500.00	8,500.00							8,500.00	8,500.00
Section 8 Fees							49,620.00	26,224.00	51,220.00	26,224.00
Other Income	900.00	135.00	850.00	650.00	3,100.00				3,250.00	785.00
Interest (GF and CDs)	400.00		180.00		200.00		580.00	4,046.00	1,360.00	4,046.00
Vending (Soft Drinks)	500.00	500.00	700.00	740.00					1,200.00	1,240.00
Laundry			1,000.00	840.00					1,000.00	840.00
A.M. and I.T. Fees							5,656.00	5,656.00	5,656.00	5,656.00
TOTAL INCOME	**166,860.00**	**167,952.00**	**81,730.00**	**97,230.00**	**241,300.00**	**282,048.00**	**130,856.00**	**112,192.00**	**620,746.00**	**659,422.00**
EXPENSES										
Administration:										
Wages	25,709.00	24,960.00	22,008.00	32,276.00			86,200.00	94,956.00	133,917.00	152,192.00
Legal	100.00	500.00	500.00	600.00			100.00	500.00	700.00	1,600.00
Travel	1,000.00	500.00	500.00	100.00		500.00	700.00	750.00	2,200.00	1,850.00
Training	1,000.00	500.00	500.00	500.00		500.00	1,200.00	1,500.00	2,700.00	3,000.00
Dues	160.00	500.00	250.00	300.00	170.00	150.00	200.00	200.00	780.00	1,150.00
Audit	1,500.00	1,260.00	1,600.00	1,540.00			250.00	300.00	3,350.00	3,100.00
Software Support	2,230.00	500.00	2,350.00	792.00	670.00	50.00	750.00	120.00	6,000.00	1,462.00
Management Fees	29,150.00	29,300.00	35,540.00	35,373.00					64,690.00	64,673.00
Bookkeeping Fees	4,720.00	4,800.00	5,750.00	5,723.00					10,470.00	10,523.00
Postage	900.00	1,500.00	1,200.00	1,235.00	20.00	25.00	850.00	500.00	2,970.00	3,260.00
Computer	1,350.00	2,000.00	1,900.00	1,303.00	160.00	160.00	950.00	1,750.00	4,360.00	5,213.00
Sundry, Misc.	2,100.00	700.00	1,950.00	1,290.00	350.00	430.00	5,500.00	3,500.00	9,900.00	5,920.00
Copy Supplies	200.00	500.00	450.00	412.00	100.00	300.00	500.00	200.00	1,250.00	1,412.00
Telephone	1,500.00	1,800.00	3,500.00	3,170.00	1,900.00	1,764.00	900.00	950.00	7,800.00	7,684.00
Background Checks	1,000.00	1,300.00	1,750.00	1,745.00					2,750.00	3,045.00
Copier Contract	300.00	400.00	300.00	360.00		200.00		200.00	600.00	1,160.00
Total Admin. Expenses	**72,919.00**	**71,020.00**	**80,048.00**	**86,719.00**	**3,370.00**	**4,079.00**	**98,100.00**	**105,426.00**	**254,437.00**	**267,244.00**
Tenant Services:										
Nutrition Program	8,200.00	8,100.00							8,200.00	8,100.00
Computer Services	870.00	900.00							870.00	900.00
Miscellaneous	500.00		700.00	500.00					1,200.00	500.00
Total Tenant Services	**9,570.00**	**9,000.00**	**700.00**	**500.00**					**10,270.00**	**9,500.00**

Suggested Format for **Requisition for Partial Payment of Annual Contributions**

Section 8 Housing Assistance Payments Program

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

OMB Approval No. 2577-0169
(Exp. 9/30/2010)

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless that collecton displays a valid OMB control number. Authority for this collection of information is the Housing and Community Development Act of 1987. Housing Agencies (HAs) required to maintain financial reports in accordance with accepted accounting standards too permit timely and effective audits. The financial records identify the amount of annual contributions that are received and disbursed by HAs. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Date of Requisition (mm/dd/yyyy)	2. No. of Months in 1st FY
08/14/2009	12

3. Project Number: OH16V0314

4. Public Housing Agency (HA) (Name and Address)
Perry Metropolitan Housing Authority
26 Brown Circle Drive
Crooksville, Ohio 43731

5. Housing Program Type (Mark one)
☐ (a) Moderate Rehabilitation ☒ (c) Rental Vouchers
☐ (b) Rental Certificates

6. HA Fiscal Year Ending Date (Mark one box and complete year)
☐ March 31, ☐ June 30, ☐ September 30, ☒ December 31, (YYYY) 2010

7. Number of Units Under Lease to Eligible Families as of Date of Requisition	8. Average Monthly Housing Assistance Payment Per Unit as of Date of Requisition	9. Estimated Number of Units to be Under Lease at End of Requested Year	10. Unit Months Under Lease Year to Date	11. Average Monthly Housing Assistance Payment Per Unit Year to Date
226	335	2616	2006	278

	Funds Required for Requested Year
12. Preliminary Administrative and General Expense	
13. Estimated Housing Assistance Payments (Account 4715)	869736
14. Estimated Ongoing Administrative Fee	132239
15. Estimated Hard-to-House Fee (Existing Housing Certificates and Housing Vouchers Only)	
16. Independent Public Accountant Audit Costs (Section 8 Only)	4,000
17. Total Funds Required to End of Requested Year (Sum of Lines 12 through 16)	1,005,975
18. Payments Previously Approved for the Fiscal Year (applicable only to revised requisition)	
19. Adjustment to Requisition (Difference of Line 17 and Line 18. **Do not** use brackets)	
20. Total Payment Requirement For Requested Year (Line 18 plus or minus adjustment on Line 19 if revised requisition. Total must equal Line 17)	1,005,975

21. ☐ Paid in Equal Installments (Original Requisition Only) ☐ Paid in Unequal Installments

22. Installment	1	2	3	4	5	6
HA Total	83,831	83,831	83,831	83,831	83,831	83,831
HUD Revision						
Installment	7	8	9	10	11	12
HA Total	83,831	83,831	83,831	83,831	83,831	83,831
HUD Revision						

23a. Total (HA)	23b. Total (HUD)	24. Revised Monthly Installments Begin Month Of:
$ 1,005,975	$	

I Certify that (1) housing assistance payments have been or will be made only in accordance with Housing Assistance Payments Contracts or Housing Voucher contracts in the form prescribed by HUD and in accordance with HUD regulations and requirements; (2) units have been inspected by the HA in accordance with HUD regulations and requirements; and (3) this requisition for annual contributions has been examined by me and to the best of my knowledge and belief is true, correct and complete.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Title of Authorized HA Official	Title of Authorized HUD Approving Official
Executive Director	
Signature: Sandra Sayre	Signature
Date (mm/dd/yyyy): 08/14/2009	Date (mm/dd/yyyy)

Previous editions are obsolete

form **HUD-52663** (9/94)
ref Handbook 7420.7

Supporting Data for Annual Contributions Estimates

Section 8 Housing Assistance Payments Program

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

OMB Approval No. 2577-0169
(Exp. 9/30/2010)

Public reporting burden for this collection of information is estimated to average 1.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless that collecton displays a valid OMB control number. Authority for this collection of information is the Housing and Community Development Act of 1987. Housing Agencies (HAs) required to maintain financial reports in accordance with accepted accounting standards too permit timely and effective audits. The financial records identify the amount of annual contributions that are received and disbursed by HAs. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Public Housing Agency (Name and Address)

Perry Metropolitan Housing Authority
26 Brown Circle Drive
Crooksville, Ohio 43731

2. Project No. OH16V0314

3. Submission ☒ Original ☐ Revision No.

4. No. of Dwelling Units: 257

5. No. of Unit Months: 3,084

Part I Estimate of Annual Housing Assistance Payments Required

	Bedroom Size of Dwelling Units	Number of Dwelling Units	Monthly Gross Rent/Payment Standard	Amount Payable by Family Toward Gross Rent	Monthly Housing Assistance Payments	Unit Months Under Lease	Annual Housing Assistance Payments
6.	0 BR				0		0
7.	1 BR	77	450	218	232	924	214,368
8.	2 BR	83	546	276	270	996	268,920
9.	3 BR	97	648	316	332	1,164	386,448
10.	4 BR				0		0
11.					0		0
12.					0		0
13.					0		0
14.					0		0
15.	Total						$ 869,736

Part II Calculation of Estimated Ongoing Administrative Fee

	Unit Months (a)	HUD Published 2-BR Fair Market Rent x (b)	Product of Columns (a) x (b) = (c)	Allowable Percent x (d)	Administrative Fee = (e)
16.	0 BR		0	100%	0.00
17.	1 BR 2,616	50.55	132,239	100%	132,238.80
18.	Total 2,616				132,238.80

Part III Calculation of Estimated Hard- to- House (Existing Housing Certificates and Housing Vouchers Only)

		Estimated Number of Families (a)	Fee Per Family x (b)	Total Hard-to-House Fee = (c)
19.				0.00

Part IV Calculation of Estimated Preliminary Expense

		Requested Amount	
		Requested Amount	HUD Modifications
Administrative Expenses	20. Administrative Salaries		
	21. Employee Benefit Contributions		
	22. Legal Expense		
	23. Travel Expense		
	24. Sundry		
	25. Office Rent		
	26. Accounting and Auditing Fees		
	27. Total Administrative Expenses	$0.00	
Non-Expendable Equipment Expenses	28. Office Equipment		
	29. Office Furnishings		
	30. Automotive		
	31. Other		
	32. Total Non-Expendable Equipment Expenses	$0.00	
General Expenses	33. Maintenance and Operation (Non-Expend. Equip. Only)		
	34. Insurance		
	35. Sundry		
	36. Total General Expense	$0.00	
Total Preliminary Expenses	37. Sum of Lines 27, 32, and 36	$0.00	

Submit three copies
Previous editions are obsolete

form HUD-52672 (2/85)
ref Handbook 7420.7

Estimate of Total Required Annual Contributions

Section 8 Housing Assistance Payments Program

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

OMB Approval No. 2577-0169
(Exp.9/30/2010)

Public reporting burden for this collection of information is estimated to average 1.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless that collecton displays a valid OMB control number. Authority for this collection of information is the Housing and Community Development Act of 1987. Housing Agencies (HAs) required to maintain financial reports in accordance with accepted accounting standards too permit timely and effective audits. The financial records identify the amount of annual contributions that are received and disbursed by HAs. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Public Housing Agency (Name and Address)

Perry Metropolitan Housing Authority
26 Brown Circle Drive
Crooksville, Ohio 43731

2. Project No.
OH16V034

3. Submission
☒ Original ☐ Revision No.

4. Annual Contributions Contract No.	5. HUD Field Office	6. HUD Regional Office	7. No. Dwelling Units	8. No. Units Months
C-5087	Cincinnati	Kansas City	218	2616

9. Housing Program Type (Mark One)
☐ (a) New Construction ☐ (b) Substantial Rehabilitation ☐ (c) Moderate Rehabilitation ☐ (d) Existing Housing Certificates ☒ (e) Housing Vouchers

10. PHA Fiscal Year Ending Date (Mark one and complete year)
☐ (a) March 31, ☐ (b) June 30, ☐ (c) September 30, ☒ (d) December 31, YYYY 2010

I. Maximum Annual Contributions	PHA Estimate (Housing Vouchers Only)			HUD Approved (Housing Vouchers Only)		
	Housing Payments	PHA Fee	PHA Estimate Total	Housing Payments	PHA Fee	HUD Approved Total
11. Maximum Annual Contributions Commitment			918,144			
12. Prorata Maximum Annual Contributions Applicable to a Period in Excess of 12 Months						
13. Maximum Annual Contributions for Fiscal Year (Line 11 plus Line 12)						
14. Project Account-Estimated or Actual Balance at Beginning of Requested Fiscal Year						
15. Total Annual Contributions Available—Estimated or Actual (Line 13 plus Line 14)						

II. Maximum Annual Contributions	PHA Estimate (Housing Vouchers Only)			HUD Approved (Housing Vouchers Only)		
	Housing Payments	PHA Fee	PHA Estimate Total	Housing Payments	PHA Fee	HUD Approved Total
16. Estimated Annual Housing Assistance Payments (form HUD-52672, Line 15)			869736			
17. Estimated Ongoing Administrative Fee (form HUD-52672, Line 18)			132239			
18. Estimated Hard-to-House Fee (form HUD-52672, Line 19)						
19. Estimated Independent Public Accountant Audit Costs			4000			
20. Estimated Preliminary Administrative and General Expense (form HUD-52672, Lines 27 and 36)						
21. Carryover of Preliminary Administrative and General Expense not Expended in the Previous FY Ending ( )						
22. Estimated Non-Expendable Equipment Expense (form HUD-52672, Line 32)						
23. Carryover of Non-Expendable Equipment Expense not Expended in the Previous FY Ending ( )						
24. Total Annual Contributions Required—Requested Fiscal Year (Lines 16 through 23)			1005975			
25. Deficit at End of Current Fiscal Year—Estimated or Actual						
26. Total Annual Contributions Required (Line 24 plus Line 25)			1005975			
27. Estimated Project Account Balance at End of Requested Fiscal Year (Line 15 minus Line 26)						
28. Provision for Project Account Requested Fiscal Year Increase (decrease) (Line 27 minus Line 14)						
III. Annual Contributions Approved						
29. Total Annual Contributions Approved/Requested Fiscal Year (Line 26 plus increase, if any, on Line 28)						
30. Source of Total Contributions Approved/Requested Fiscal Year: (a) Requested Fiscal Year Maximum Annual Contributions Commitment (Line 13 or Line 29, whichever is smaller)						
(b) Project Account (Line 29 minus Line 30(a))						

Name of PHA Approving Official		Name of Approving HUD Field Office Official	
Sandra Harper			
Signature		Signature	
Title	Date (mm/dd/yyyy)	Title	Date (mm/dd/yyyy)
Executive Director	8/14/09		

Previous editions are obsolete
Submit an Original and 2 copies

form HUD-52673 (2/85)
ref Handbook 7420.7

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

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Perry Metropolitan Housing Authority

Program/Activity Receiving Federal Grant Funding

Section 8 Housing Choice Voucher

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Sandra Harper	Executive Director
Signature	**Date (mm/dd/yyyy)**
Sandra Harper	8/14/2009

Previous edition is obsolete

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
[a] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[c] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
[a] a. initial filing
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Subawardee
Tier _____, *if known*:

Congressional District, *if known*: 4c

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

Congressional District, *if known*:

6. Federal Department/Agency:
U.S. Department of Housing and Urban Development

7. Federal Program Name/Description:
Section 8 Housing Choice Voucher
CFDA Number, *if applicable*: 14.871

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Sandra Harper
Print Name: Sandra Harper
Title: Executive Director
Telephone No.: (740) 982-5991 Date: 8/14/09

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

ADMISSION and CONTINUED OCCUPANY

POLICY

Revised/Updated: 04/10/2008 RES 08-010
(Date)

Approved by: Carole Sowards Executive Director
(Print Name) (Title)

Signature: Carole Sowards

PERRY METROPOLITAN HOUSING AUTHORITY
OH034

ADMISSION and CONTINUED OCCUPANCY POLICY

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ADDENDA

Addenda No.	Definition	Page No.
1	Policies and Procedures	22
2	IRS Publication 502	End of Policy

NOTE: All PHA policies that relate to admission and continued occupancy are also considered addenda to this policy as so listed on the last page of this policy.

PERRY METROPOLITAN HOUSING AUTHORITY
26 Brown Circle Drive
Crooksville, Ohio 43731

ADMISSION and CONTINUED OCCUPANCY

POLICY

Public Housing Program

INTRODUCTION

MISSION STATEMENT:
The goal of Perry Metropolitan Housing Authority is to provide decent, safe, sanitary and drug-free housing for eligible families, to promote self-sufficiency and maintain the status of "high performer" with the U.S. Department of Housing and Urban Development. This goal will be achieved by the following:

- Recognize residents/applicants' needs and provide all available services
- Provide effective and efficient management and maintenance to all residents and properties with available resources
- Improve Public Housing Authority (PHA) management, maintenance, service delivery as well as partnerships with residents, local government, community, and other public agencies.

PURPOSE of POLICY:
The purpose of the Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for the PHA to follow in determining eligibility for admission and continued occupancy to public housing. Basic guidelines for this policy fall under the jurisdiction of the U.S. Department of Housing and Urban Development (HUD) with a certain degree of latitude for local policies and procedures. The requirements contained within this policy are binding upon applicants, residents and the PHA. Federal law or regulations shall supersede any provision (s) of this policy ruled to be in conflict with applicable federal law or regulations or changes thereupon. Reference to federal regulations: 254 Code
of Federal Regulations (CFR), parts 900. This policy also incorporates all other PHA policies that relate to the admission and continued occupancy of residents.

PRIMARY RESPONSIBILITIES of the PHA:

- Notify general public of the availability of public housing assistance
- Inform general public of any closure to any portion of the waiting list
- Receive applications and determine eligibility for housing assistance
- Enter into dwelling lease agreement with eligible family at move-in
- Inspect and assure all public housing dwelling units meet or exceed Housing Quality Standards
- Collect monthly dwelling rent from applicable tenants
- Conduct annual re-certifications, as required, of family composition, income and expenses for allowable deductions for all families housed for re-determination of dwelling rent and at other times when a change occurs in family composition and/or income
- Enforce all public housing rules and regulations as well as any applicable local, state or federal rules and regulations
- Provide on-going maintenance of all public housing dwelling units and all public housing property and inventory
- Provide modernization to public housing dwellings and properties as deemed necessary with available resources

OBJECTIVES of POLICY:

- Facilitate the efficient management and maintenance of the PHA in compliance with federal, state or local regulations by establishing applicable policies and procedures
- Promote the goal of decent, safe, sanitary and drug-free housing by insuring social and economic mixes of residents within each project
- Maintain fiscal stability of the PHA

• Lawfully deny admission or continued occupancy to any person (s) whose presence in a public housing neighborhood will (or is likely to) adversely affect the health, safety, comfort or welfare of other residents and/or PHA employees or the physical environment
- Assure that all residents are caring for and capable of caring for dwelling units
- Assure that admission to and continued occupancy in public housing are conducted without regard to race, creed, color, religion, sex, national origin, handicap or familial status

OUTREACH:
- Provide all relevant information as necessary concerning the policies, procedures, and programs,
- Enter into cooperative agreements with other local service providers
- Participate in applicable programs, meetings, trainings and seminars relevant to housing, housing issues, and resident services

PRIVACY RIGHTS:
Applicants and adult residents 18 years of age and older are required to complete and sign various consent forms which authorizes the PHA to obtain information relevant to the family to determine eligibility prior to admission and during continued occupancy. The information is privately retained and will only be provided to another party through a signed release by the applicant or resident unless such disclosure is authorized under federal, state or local law.

FAIR HOUSING:
The PHA is committed to full compliance with federal, state and local nondiscrimination laws as applicable:
- *Civil Rights* laws
- *Fair Housing and Equal Opportunity*
- *Americans with Disabilities Act*

The PHA will not deny any person the opportunity to apply for or receive assistance provided through its public housing program based on race, color, creed, sex, religion, national or ethnic origin, familial status, disability or handicap.

DE-CONCENTRATION:
The PHA reviews the average household income of all family residents with children in its developments quarterly for the purpose of de-concentration of very-low income families and income mixing. Data regarding income per development is provided in the Family Certification section of Tenant Accounting. The information generated is reviewed in the following categories:
- *Average Household Income-* the average income in all developments of families with children
- *Lower Income Families-* families with income under the average
- *Lower Income Developments-* developments with average family income under the average
- *Higher Income Families-* families with income higher than the average
- *Higher Income Developments-* developments with average family income above the average

To assist in de-concentration of lower income families in one development and to provide income mixing, the PHA establishes the following:
1. Families must indicate their preference of development when applying for housing
2. Families may be transferred to another development regardless of income for medical, social, economical or educational purposes
3. Families are offered the first available dwelling appropriate for their needs regardless of income

DEFINITIONS

Aide, Live-in – a person who resides with an elderly, disabled or handicapped person(s) who: is determined by the HA to be essential to the care and well being of the person(s); is not obligated for support of the person(s); would not be living in the unit except to provide supportive services

Assets – net family assets shall include but are not limited to the following: savings and checking accounts, market value of stocks and bonds, equity in real property and other capital investments

Contribution – monies given to a family member for a special or extraordinary purpose

Dependent – a member of the family household excluding foster children other than the family head or spouse who is under 18 years of age or is a disabled person or handicapped person or is a full-time student

Difference, Substantial – income data reported through the Upfront Income Verification system or other third party methods that differs $200.00 or more per month from tenant-reported income

Education, Furthering – must be enrolled in an accredited learning instruction which enables family member to obtain high school diploma or equivalent or to increase wages

Employment, Actively Seeking - family member must be enrolled in an official job search program or must demonstrate independent job search activities by providing the HA with a notarized statement which includes date, time, place and results of the search.

Family – two or more persons sharing residency with income resources available to meet the needs of the family and who are related by blood, marriage or operation of the law or who provide evidence of a stable relationship which has existed over a given period of time, no less than sixty (60) days

Family, Low Income – family whose annual income does not exceed 80% of median income for the area determined by HUD

Family, Very Low Income – family whose annual income does not exceed 50% of the median income for the area as determined by HUD.

Family, Working – Family with a member who is gainfully employed for a minimum of twenty four (24) hours per week.

Gift – monies given to a family member for no specific purpose and with no compensation required

HUD – U.S. Department of Housing and Urban Development

Income, Adjusted – total gross income less deductions (refer to Section 14)

Income, Annual – anticipated total income from all sources received by the family head and spouse and all family members 18 years of age and older (refer to Section 14)

Income, Casual – income that is neither reliable nor periodic

Income, Irregular – income that is neither reliable or periodic

Income, Monthly Adjusted – 1/12 of the adjusted income

Income, Sporadic – income that is neither reliable nor periodic

Payment, Total Tenant (TTP) – contact rent plus the Housing Authority's estimate of the value or cost to the tenant for reasonable amounts of utilities purchased by the tenant which is not included in the contact rent

PHA – Public Housing Authority

Rent, Gross – contract rent plus the Housing Authority's estimate of cost to the tenant of reasonable quantities of utilities determined in accordance with the Authority's schedule of allowances where such utilities are purchased by the tenant and are not included in the contract rent

Rent, Minimum – the minimum amount of rent to be paid per month by families is $50.00

Rent, Tenant – the amount payable monthly by the family as rent to the Housing Authority

Resident, Local – a resident of Perry County, Ohio or living within the corporation limits of the Village of Roseville

Spouse – the husband or wife of the head of household

Student – a student applying for housing must be eighteen (18) years of age or be an emancipated minor under State law and must also be income eligible.

Student, Full-Time – a person carrying a subject load considered to be full-time for students under the standard and practices of the education institution attended; includes students 18 yrs. of age and older

Temporary Residence – Lacking a residence belonging solely to the family; staying with family and/or friends.

Unemployed, Previously – a person who has earned in the twelve (12) months previous to employment, no more than would be received for ten (10) hours of work per week for fifty (50) weeks at the current established minimum wage

Utilities – water/sewer, electricity, gas and refuse. Telephone and cable television are not included as a utility

ADMISSION & CONTINUED OCCUPANCY POLICY

Section 1

APPLICATION PROCEDURE

✦Prior to admission to Perry Metropolitan Housing Authority, each family must fully complete the application for admission form, to be signed by the head of household. This application will contain adequate information necessary to determine all eligibility factors.

✦The Housing Authority shall not discriminate because of race, color, sex, religion, creed or national origin in leasing or other disposition of housing or related facilities (including land) in any project within its jurisdiction covered by an *Annual Contributions Contract* under the United States Housing Act of 1957, or in the use or occupancy thereof.

✦ The Housing Authority will not charge for processing the application for admission

Section 2

ELIGIBILITY FOR ADMISSION

The applicant must meet one or more of the following as a condition of eligibility for admission

Family:

1. Two or more persons related by blood, marriage, or legal adoption who will live regularly together in the same dwelling unit; family may also include foster children and members of the family temporarily
2. Two persons sharing living quarters in what constitutes a stable family relationship that includes one child or more under the legal guardianship of either or both adult members; or
3. A pregnant woman, single or married; or
4. A family securing legal custody of one or more children; or
5. Remaining member of a tenant family (for continued occupancy purposes only); or

Single:

1. At least 62 years of age; or
2. Handicapped within the meaning of Section 202, Housing Act of 1959; or
3. One who lives alone or intends to live alone and does not qualify as an elderly family or as remaining member of a tenant family; or

Elderly:

Includes two (2) or more elderly, disabled, or handicapped persons living together, or any of these persons living with one or more live-aids; or

Handicapped:

1. Have a physical or mental impairment that is:
   a. expected to be long term or of indefinite duration; or
   b. Substantially impedes the person's ability to live independently; or
   c. Is of such nature that ability could be improved by more suitable housing conditions: or

Disabled:

A person who is unable to engage in any substantial gainful activity by reason of any medically detrimental, physical or mental impairment which can be expected to result in death or which has lasted for a period of time or which can be expected to last for a continuous period of not less than twelve (12) months.

NOTE: An elderly, disabled, or handicapped person may require the care of a live-in aid defined as:

a. Determined to be essential to the care and well being of the person
b. Not obligated for support of the person
c. Would not be living in the unit except to provide necessary supportive services

✦ **Ineligibility for housing**: Documentation/verification of any information relevant to the following will determine a person ineligible for housing assistance:

1. History of criminal activity: a person who was or is engaged in prostitution, breaking and entering, sale or use of drugs/narcotics, felony conviction or other criminal activity. Criminal activity must have occurred within the last five years to be considered grounds for ineligibility.

2. Pattern of violent behavior: evidence of repeated acts of violence that would constitute a danger to peaceful occupancy by other residents; assault; domestic violence
3. Drug related activities: evidence of confirmed drug convictions or addiction
4. Rape or sexual deviation: includes those who have been/are offenders in rape, indecent exposure, sodomy, carnal abuse and impairing the morals of a minor. The PHA will refuse to house any applicant who is subject to any type of registration requirement (regardless of tier level) under a state sex offender registration program.
5. Assault: initiating threats or indicating intent to assault employees, residents, guests or the property of the PHA.
6. Abandonment of a unit: former tenant of the Housing Authority that vacated without proper notice to the PHA
7. Financial: nonpayment of financial obligations or other factors detrimental to the financial stability of the PHA.
8. Falsification: falsifying information on any of the required documents of the PHA.
9. Disturbances: record of repeated disturbances or serious disturbance (s) of neighbors; destruction of property which would endanger the life, safety, morals, or welfare of other persons; physical violence, gross serious neglect, irresponsibility of premises or equipment in which the applicant resides or has resided; serious disturbance to neighbors that would indicate the applicant's inability to adapt to living in a multi-family development which also includes neglect of children that might endanger their health, safety or welfare or other social acceptability.
10. Termination of tenancy: termination in previous housing at the request of the landlord or eviction or on the grounds of non-payment of rent, nuisance, poor behavior, criminal activity, lack of proper care of property, and/or repeated disturbances to neighbors
11. Eviction: eviction from assisted housing in the prior three (3) years
12. Unsanitary or hazardous housekeeping: includes the creation of a fire hazard through hoarding of rags, papers, etc, damage to premises by infestation, foul odors, garbage not properly disposed, or serious neglect of premises to warrant unsanitary conditions
13. Disregard: disregard for rules of occupancy and rights of others
14. Infections/Diseases: Person with contagious or infections disease that can be certified by a physician or public health official that would be detrimental to the well being of current residents
15. Minors: Head of household must be eighteen (18) years of age or older
16. Home visit: Applicant must cooperate with the PHA's request to conduct a home visit
17. Information: must complete all required forms and furnish all required information requested by the PHA
18. Independent living: must be capable of living independently or secure own assistance
19. Financial obligation: any former tenant who has vacated a unit within the Authority or any other PHA with an outstanding financial obligation to the Authority will not be considered eligible for re-admission until the balance owed is paid in full and adequate verification is provided
20. Citizens/immigrants: housing is restricted to United States' citizens and legal immigrants.

✦ Solvency:
1. Avoiding concentration of most economically and socially deprived families in any one or all developments.
2. Precluding admission of applicants whose habits and practices are expected to have a detrimental affect on the development and/or its residents

✦ Admitting eligible applicants at such rents to achieve, maintain, or improve the solvency of the PHA but not to exclude applicants of a particular group, race, sex, color, religion or national origin; to stimulate interest and increase applications from wage earners and two (2) parent families having greater potential for stability

✦ To improve the solvency of the Housing Authority and to increase the availability of housing to working families; no more than 40% of very-low income families will be housed in any calendar year.

✦ Any over-income family may be housed on a month-to-month basis provided there are no eligible families within the income limits on the waiting list for that month. If an eligible family becomes available, the over income available, the over-income family will be issued a thirty (30) day notice to vacate.

✦ Assignment: All applicants will be assigned to the waiting list in a sequence based upon preference points, unit size

required and date/time of application. As vacancies occur, the first several applicants at the top of the waiting list with completed applications will be notified of the available. At this time, the PHA will conduct the criminal background investigation. If the applicant rejects the offer to lease the unit, their application will be removed from the waiting list. Notification of availability to applicants will be either by telephone, mail or both stating that the appropriate bedroom size is becoming available with a projected lease-up date. If the applicant is willing to accept occupancy of the unit and can provide acceptable evidence to the PHA of his/her inability to move at that time, refusal of the offer will be documented but will not constitute removing the applicant's name from the top of the waiting list. An indication of continued interest must be given in writing or by telephone no later than seven (7) days from date of notice of availability.

✦ Preferences: Each application is screened for preferences based upon information from the application. Applicants are placed on the waiting list by preference points and date/time of the application using the following point system:

- Natural Disaster (currently subsidized) = 8 points
- Natural Disaster (not currently subsidized) = 7 points
- Homeless = 7 points
- Domestic Violence = 6 points
- Veteran = 5 points
- Elderly/Disabled/Handicapped = 4 points
- Temporary Residence = 4 points
- Working family in top 50% of median income = 4 points
- Working family in lower 50% of median income = 3 points
- Local resident = 2 points

Description of Preferences:

a. Natural Disaster (Currently Subsidized): was a subsidized housing resident in another jurisdiction displaced by a federal and/or state declared natural disaster.
b. Natural Disaster, (Not Currently Subsidized): was a resident in the private sector
c. Homeless: lacks a fixed and regular residence and is using any of the following for residency: public or private shelter designed for temporary living, institution that provides temporary residence for persons intended to be institutionalized, a public or private place not designed for residency on a continuous basis
d. Temporary Residence: Family lacks their own residence and are staying on a temporary basis with family and/or friends.
e. Domestic Violence: Tenant/Applicant must certify either by:
   a. complete and deliver a HUD-approved certification form (HUD-50066); or
   b. provide 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. This documentation must be sworn under penalty of perjury; or
   c. provide a Federal, State, tribal, territorial, or local police or court record.
f. Local: A current resident who presently resides or works in Perry County, Ohio; also includes those living and/or working within the corporation limits of the Village of Roseville, Ohio
g. Veteran: Service man/woman of the United States Armed Forces included on the application that must be in active status, good conduct status or a veteran with written verification of honorable discharge
h Working Family: Those families whose head or spouse are employed (no less than 20 hours per week) and whose income is recognized under HUD's definition of *annual income.* Those in the upper 50 % of their income range (by household size) will receive more preference than those families below 50% of their income range.
i. Elderly, Disabled or Handicapped: Applicants 62 years of age or older or those receiving Social Security (SS), Social Security disability (SSI) benefits or any other type of recognized payment based on the inability of the individual's (head or spouse) inability to work will be considered except when the disability is based solely on any drug or alcohol dependency.

✦ Other considerations: age and/or disability (elderly, disabled or handicapped) will be given preference for units specifically designed for such persons (as defined in Section 2)

Section 3.

PROCESSING APPLICATIONS

✦ Written application must be signed by head of household (18 years older) that seeks housing within the jurisdiction of the Housing Authority

✦ All information relative to previous housing, family income, assets, preference, criminal history, etc will be verified in writing and become a part of the applicant's file. The Housing Authority reserves the right to deny housing to any applicant whose past records may indicate him/her to be a serious threat, detriment or unsuited to the type of housing project available. Verification may also include a home visit to the current dwelling unit.

✦ Verified information will be reviewed and a determination made with respect to:
1. Eligibility that no back monies are owed to any previous landlord
2. Eligibility as a family, single person, elderly, handicapped or disabled
3. Eligibility regarding income limits for admission
4. Eligibility with regard to standards for admission
5. Size of unit required for applicant
6. Preference of applicant
7. Total tenant payment to rent and utilities

✦ Net family income will be computed in accordance with definitions and procedures set forth in this instrument

✦ The Housing Authority representative will certify to the actions taken in writing regarding each application

✦ If more than one hundred eighty (180) days have elapsed between the date of determination of eligibility of the applicant family and the tentative date scheduled for admission for occupancy, all eligibility factors will be re-verified in order to be considered current.

✦ Applicant must provide Social Security cards for all family members for whom the Social Security Administration has issued a number. If a family member has not been issued a Social Security number, the PHA will assign an alternate identification number to be used until the Social Security number has been issued.

✦ Applicants are responsible to keep their application current (i.e. income, assets, household composition, deductions, etc.).

Section 4.

REJECTING AN APPLICATION:

An application may be rejected for any of the following:
1. Person currently engaged in illegal drug activity
2. Fugitive felons, parole violators and persons fleeing to avoid prosecution, custody or confinement after conviction
3. Persons convicted for producing methamphetamine on federally assisted housing property
4. Negative landlord/personal reference response
5. Failure to meet past financial obligations
6. Previous criminal history in past 60 months
7. Income exceeds eligibility guidelines
8. Giving false information on application
9. Refusal to cooperate with a home visit

10. Inability to have utilities established
11. Failure to complete all required forms and/or supply all required information
12. Head of household is a minor (under 18)
13. Not a U.S. citizen or legal immigrant
14. Sex offenders who are required by law to maintain permanent/lifetime registration with a State program
15. Persons whom the PHA determines it has reasonable cause to believe that their illegal drug or alcohol abuse threatens the health, safety or interferes with the peaceful enjoyment of the premises by other residents
16. Persons evicted from federally assisted housing for drug-related criminal activity less than three (3) years ago unless person has successfully completed a rehabilitation program which has been documented, provided to the PHA and approved by the PHA.

Section 5

LEASING:

✦ Prior to admission, a briefing will be scheduled with the applicant to review the basic policies and procedures of the PHA, the terms of the dwelling lease and overall expectations of the applicant as a tenant of the PHA.

✦ Prior to admission, a lease shall be executed by PHA and the head of household, the head of household being legally and morally responsible for the family members identified in the application and the lease.

✦ If a tenant transfers within the Housing Authority, a new lease will be executed for that unit; current security deposit for the new unit must be paid and/or a refund issued if no monies owed to PHA.

✦ If a change in the status of the head of household occurs, a *Modification of the Dwelling Lease* form will be completed and signed by head of household and spouse or co-head, if applicable, and the PHA.

✦ If a change occurs in the household composition (addition or deletion of a family member(s), a *Modification of the Dwelling Lease* form will be completed and signed by the head of household and spouse or co-head, if applicable, and the PHA.

✦ Rent adjustment will not constitute the execution of a new lease but will be administered through the execution of HUD form 50058

✦ Conditions and requirements of the lease become a part of this policy by reference

✦ The gas and/or electric utility must be in name of head of household, spouse or other responsible party prior to executing the dwelling lease which has been confirmed to the satisfaction of the PHA.

Section 6.

SECURITY DEPOSIT:

A security deposit based on bedroom size is required at the time of admission in the form of a check or money order as follows:

Bedroom Size	Amount of Security Deposit
One Bedroom:	$150.00
Two Bedroom:	$200.00
Three Bedroom:	$250.00
Four Bedroom:	$300.00

This deposit is held by Management in a security deposit fund in the PHA's depository during the tenancy of the family. The security deposit can only be applied to unpaid rent and/or damages or other charges owed the PHA at the

time the tenant surrenders possession of the dwelling unit; any remaining balance is paid to the head of household within thirty (30) days from surrender of the unit. The disposition of the security deposit will either be refunded in full or part with written notification supplied within thirty (30) days from termination of tenancy. If a family transfers, the deposit will transfer with the tenant. However, if the original deposit paid differs from the current required deposit, the tenant shall pay the difference or if the deposit is more, the PHA will either apply the difference to unit prep/damages or refund to tenant. A formula to determine the amount of interest earned on eligible deposits is maintained and credited annually.

Section 7.

UNIT SIZE REQUIREMENTS:
The following standards will determine the number of bedrooms required to accommodate a family of a given size except that such standards may be waived when a vacancy problem exists and it is necessary to achieve or maintain full occupancy of dwelling units:

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

- Children under two (2) years of age may occupy the same bedroom as parent (s) or legal guardian
- Separate bedrooms are required for children of the opposite sex
- Separate bedrooms are required for those of a different generation
- Separate bedrooms may be issued for medical purposes upon written approved verification

Section 8.

ELIGIBILITY FOR CONTINUED OCCUPANCY:
Eligibility for continued occupancy will be determined at least once per year in accordance with an established reexamination schedule with the first reexamination scheduled not more than twelve (12) months from the date of admission. The family must also be in good standing with the PHA with no serious repeated lease violation(s) and/or any other rules/regulations of the PHA.

Section 9.

ANNUAL REEXAMINATION:
The annual reexamination will be conducted every twelve (12) months from the date of admission for families whose rent is income based. Families who choose to pay flat rent will be reexamined every three (3) years; however, household composition will be verified annually. The reexamination will determine any change in the family status and rent calculation. Each adult member of the household (18 years of age and over) is required to report to the Roseville office at the time of their annual reexamination to be fingerprinted and a background check completed through the Bureau of Criminal Identification and Investigation (BCI&I). Persons aged 65 and older and/or individuals homebound due to a disability will be exempt from this annual requirement unless the PHA has reason to believe the individual has been involved in a *crime. The PHA will also conduct a background investigation with PIC* and any other agency which can provide relevant information.

Section 10.

INTERIM REEXAMINATION:
An interim reexamination will be conducted on families paying income based rent at any time there is an increase or decrease in income, family composition or child care expenses or if the resident is conceded at fault for not reporting

or supplying information for the determination of rent. An interim reexamination will also be completed when the family has a one time non-recurring medical expense that is not reimbursed (when applicable).

Section 11.

CONTINUED OCCUPANCY:

The tenant must meet the eligibility for admission requirements as defined in Section 2 or be the remaining adult member (s) of a tenant family.

Section 12.

RENT REVIEWS:

Families paying income based rent will be reviewed at least once per year at the time of annual reexamination or at other times as deemed necessary to determine eligibility for continued occupancy. When rent is established, such rental rate will remain in effect until the next annual reexamination or if circumstances occur that warrant a review of household income and/or composition. Rent and income reviews will be conducted for any of the following reasons:

- Change of Lessee
- Income: receipt, discontinuance and/or change in household income
- Household Composition: increase or decrease in household composition
- Incorrect Rent Calculation: information has been verified that the rent determination is not accurate. Adjustments will be made for the appropriate rental charge. Any differences owed to the PHA will be assessed to the tenant. Any differences owed to the tenant will be credited to that tenant.
- Effective Date of Rental Increase: tenant will be given to the first of the second month for effective date of rental increase except in the case of misrepresentation of information by the tenant; the rent adjustment will be effective beginning with the month in which the increase in income occurred.
- Notification: tenant will be immediately notified in writing of any change in rent resulting from a rent review
  a. Rental decreases will become effective the first day of the following month
  b. Rental increases: family is given a minimum of a 30 day notice; increased rent would be due at the beginning of the next month after the 30 day notice.
- Earned Income Disregard: rent will not be increased for a twelve (12) month period beginning on the date the employment began when the increase is the result of a family member who:
  a. was unemployed for at least 12 months; or
  b. is participating in a self-sufficiency program, job training or Section 3 of HUD Act of 1968 (as amended, 1992)
  c. is or was in the past 6 months, receiving welfare.
  d. after the 12-month period has ended, a phase-in period of not more than 50% of the total rent increase that otherwise would have been applicable will be charged.
  e. When calculating the income disregard the HA will use the current income of the employed person as a baseline income. If two or more adults in one household become employed and only one received income before employment, the same baseline income will be used for both/all.
- Sanctions: rent will not be reduced if the decrease in income is a result of a sanction imposed by a governmental program.
- Choice of Rent: Each tenant family will be required to make the choice to pay flat rent or income based rent at move-in and at each annual recertification. Flat rent is determined annually per bedroom size based upon several factors including current payment standards, fair market rent, value of the property and rent reasonableness. Those families choosing flat rent are not required to complete a full annual recertification if they have remained on flat rent for 12 consecutive months, only at the end of 36 months if they have remained on flat rent during that time. A family may change from flat rent to income based rent when the following is verified:
  a. Decrease in family income from loss or reduction of employment, death, reduction in assistance
  b. Increased medical, child care, education, and transportation expenses. Families choosing to go from flat rent to income based rent at an interim or annual recertification cannot change back to flat rent until the next scheduled annual recertification.

Section 13.

VERIFICATION OF APPLICANT/TENANT STATEMENTS AND INCOME:

✦ Applicants and tenants will be required to furnish verification of their statements when required by the PHA to assure accuracy of needed information.

✦ Certification by applicants is normally considered sufficient verification of family composition.

✦ All income, assets, and expenses related to allowable deductions will be verified at the time of application, admission, and/or annual recertification through third party verification. The PHA will make 2 attempts within a 30 day period to verify by written third party method. If verification source fails to respond, the HA will then attempt to obtain information orally. If the PHA is unsuccessful in obtaining the appropriate information, it will be the applicant/tenant's responsibility to provide adequate documentation for the PHA to review. In the case of conflicting information, the PHA must:

a. Resolve any discrepancies by following up, as necessary with the third party, the family or both
b. Document the resolution and leave a clear audit trail in the tenant file

✦ Criminal background checks: PHA strives to conduct a thorough background check on each adult applicant; applicant is required to sign a *Release of Information Authorization.* The PHA, thus, will conduct a background investigation with the Bureau of Criminal Investigation, *PIC* and any other agency as needed that can provide information relevant to the applicant/applicant's family. The same will be performed for each adult member of the household at their annual recertification. Refer also to Section 9.

✦ For those claiming disability, as defined in the *Social Security Act* but are not receiving Social Security benefits will be required to provide a physician's certification noting a disability exists and projected length of such disability.

✦All determinations will be fully documented in applicant/tenant file.

✦ *Information Release* forms will be signed by all family members 18 years of age and over. This release is used to acquire certain information specified on the form necessary to assess the eligibility of the applicant/tenant for housing assistance.

✦ The Housing Authority uses HUD's *Enterprise Income Verification (EIV), Tenant Accounting Sub System,* the *Internal Revenue Service,* the *Social Security Administration,* credit reports and any other available federal, state or local information to verify certain types of income, income discrepancies and other relevant information.

✦ When applicant/tenant claims zero (Ø) income, the family is required to complete an income/ expense statement prescribed by the PHA at each annual recertification; the PHA will verify no less than quarterly if the *EIV* system reports income for that individual. The PHA reserves the right to request statements from the family at anytime if they deem it necessary.

Section 14.

ANNUAL INCOME:

✦ Annual income is the anticipated total income from all sources received by the family head, spouse (even if temporarily absent) and by each additional family member, including all net income derived from assets for the twelve month period following date of initial occupancy and for each year thereafter, exclusive of income that is temporary, nonrecurring or sporadic.

✦ Annual income includes, but is not limited to:

a. Full amount (gross earnings before any deductions) of wages and salaries including compensation for overtime

or other compensation for personal services (commissions, fees, tips, etc.)
b. Net income from operation of a business or profession; expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business.
c. Interest, in dividends, and other net income of any kind from real or personal property; expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine net income from real or personal property
d. Net family assets (all annual assets in excess of $5,000) will include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined
e. Full amount of periodic payments received from Social Security, annuities, insurance policies, retirement fund, pensions, disability or death benefits and other similar types of periodic receipts.
f. Payments in lieu of earnings (unemployment, disability, workers compensation and severance pay); lump sum amounts that also include regular monthly payments will be included.
g. Welfare assistance payments
h. Periodic and determinable allowances such as alimony, child support, regular or reoccurring contributions or gifts from persons not residing in the dwelling.
i. All regular pay, special pay and allowances of a member of the Armed Forces, regardless if living in the unit who is the head of household, spouse, or other persons whose dependents are residing in the unit.
j. Payments received for the support of a minor; a minor is defined as a member of the household who is under the age of 18
k. All income paid to a member of the household 18 years of age or older

✦ Income that is not included as annual income, but must be reported and verified:
a. Casual, sporadic, or irregular
b. Amounts that are specifically for or reimbursement of the cost of medical expenses
c. Lump-sum additions to family assets (inheritances, insurance payments including payments under health and accident insurance or workers' compensation, capital gains and settlement for personal or property losses.
1. Any amount of the lump sum that is placed in an interest bearing account will be treated as an asset.
2. All lump sum additions to assets will be verified in the same manner as income and assets from its source
3. There is no time limitation in reference to the disbursement of the lump sum
4 Lump-sum additions under $480.00 will not be counted by the Housing Authority and need not be verified.
d. Lump-sum payments from Social Security or Supplemental Security Income, however if the lump-sum is placed in an interest bearing account it will be counted as an asset
e. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes that are available for subsistence are to be included as income
f. Hazardous duty pay for a family member of the Armed Forces away from home exposed to hostile fire
g. Earnings in excess of $480.00 from employment of children under (18) years of age
h. Payments received for the care of foster children
i. Amounts specifically excluded by any other Federal statute for consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Housing Act such as:
1. Relocation payments made under Title II of the *Uniform Relocation Assistance and Real Property Acquisition Polices Act of 1970*
2. Value of the allotment provided to an eligible household for coupons under the 1973 *Food Stamp Act*
3. Payments to volunteers under the Domestic *Volunteer Services Act* of 1973
4. Payments received under the *Alaska Native Claims Settlement Act*
5. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes
6. Payments or allowances made under the Department of Health and Human Services *Low-Income Home Energy Assistance Program*

7. Payments directed from the *Job Training Partnership Act*
8. Incremental income 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 as resident management staff. Program must have clearly defined goals and objectives. Earnings excluded only for the period during which the family member participates in the training program
9. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians

j. Payments received from programs funded under Title V of the *Older American Act* of 1965 such as the Green Thumb and Senior Aide programs

k. Amounts received by family member for or in reimbursement of out-of-pocket expenses which are made to allow participation in specific programs; must be verified by documentation from the agency providing income or from the program in which the family participates.

l. Resident stipends (not to exceed $200.00 per month) received by the resident for performing a service for the PHA on a part time basis that enhances the quality of life in the development. No resident may receive more than one such stipend during the same period of time:

1. If a resident receives two separate stipends for two separate activities, the stipend for the lowest dollar amount will be included as income. If both stipends are less than $200.00 but together total more than $200.00 any amount over $200.00 will be counted as income.
2. More than one family member may receive a resident stipend for the same period of time
3. Types of activities that may be counted as stipends may include, but are not limited to lawn maintenance, resident initiatives coordination, serving on the resident council, neighborhood watch

m. All amounts received under training programs funded by HUD

✦ Allowable deductions: annual income is defined as total family income less the following:

1. $480.00 for each member of the family residing in the household other than head or spouse who is:
   a. Seventeen (17) years of age or younger
   b. Eighteen (18) years of age or older who is disabled, handicapped or a full time student

   An exception to this would be in a joint custody situation where two assisted households legitimately share custody or familial visitation of a child or children. In this case only one household can claim the deduction, the child/children will be treated as visitors in the other household.
2. $400.00 for any elderly family
   a. 62 years of age or older
   b. handicapped
   c. disabled
3. Medical and dental expenses in excess of 3% of annual income not covered by medical insurance applicable for elderly, disabled, handicapped and working families:
   a. All allowable expenses identified in *Internal Revenue Service Publication 502 Medical and Dental Expenses* (pages 4, 6-12)
   b. Expenses the family anticipates to be paid during the 12 months after recertification
   c. Un-reimbursed expenses paid during the past 12 months may be used to estimate family's medical expenses
   d. Past one time nonrecurring medical expenses that have been paid in full may be used in the calculation of the medical expense deduction if the one time expense was not used for an interim recertification in the prior year
4. Child care expenses:
   a. Anticipated to be paid for care of child under 13 years of age
   b. Care is necessary to enable family member to be gainfully employed, actively seeking employment or further his/her education
   c. Amount deducted for child care cannot exceed amount earned by family member. If two or more family members are employed the income of the highest wage earner will be used.
   d. Expenses will not be considered if reimbursed; if a portion is reimbursed, only the portion remaining will be considered as an expense
   e. Child care expenses may not be disallowed because there is an unemployed adult family member that may be available to provide childcare.

f. The HA may not decide the type of childcare available for the participant's children.
g. Child care expense must be reasonable; the hours and days must coincide with the time the family member works, is actively seeking employment and/or attending school. This standard is for in-home care as well as day care centers
h. Child care expense are allowable for transportation and study time
i. If child care expenses are incurred by two households with split custody the total annual child care expense will be divided by twelve months and each household given the deduction for the number of months the child/children reside with them.
j. More than one family member may qualify for child care deduction

5. Disability assistance expenses:

a. Reasonable expenses that are anticipated 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:

1. Reasonable expenses must coincide with the disability of the participant
2. Attendant Care and Auxiliary Apparatus Expenses must assist in meeting the medical needs of the disabled person
3. Disability assistance expense must enable the disabled person or family member/members responsible for caring for the disable person to work. If more than one family member is enable to work both/all incomes are included in the cap.
4. If an apparatus is not used exclusively by the person with disabilities the expense will be divided by the number of individuals using the apparatus and that amount will be used as the deduction.
5. If both child care and disability expenses are needed to enable a person/family to work:
   a. The child care will be based on the income of the person with the highest income
   b. Disability expenses will be based on income of all persons who are enabled to work.
   c. The expenses may not be paid to a member of the family nor reimbursed by an outside source.
   d. This deduction may not exceed the income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.
6. Expenses related to a service animal (food, grooming, veterinary bills, etc.)
7. Legally required spousal support payments up to $550
8. Up to $480.00 per child for child support payments
9. $480.00 for each working family or if an adult member is enrolled in an accredited program (college, university, technical or vocational school).

Section 15.

CASUAL, IRREGULAR, SPORADIC INCOME

Income that is casual, irregular, or sporadic will be projected at the annual recertification using third party verification of past income. If tenant can verify his/her income has decreased for three consecutive months, he/she may request an interim reexamination be completed to avoid overestimating/underestimating income

Section 16.

TOTAL TENANT PAYMENT:

Families will be offered two (2) rent options:

1. Rent based on income: total tenant payment shall be the highest of the following, rounded to the nearest dollar:
   a.30% percent of adjusted income or 10% of gross income
   b. $50.00 minimum rent:
      1. The PHA will suspend the minimum rent for all families who claim a hardship. The PHA will determine if the hardship meets the criteria for exemption and whether it is temporary or long-term. Temporary is defined as lasting less than ninety (90) days
      2. The PHA may not evict the family for nonpayment of minimum rent during the 90 day period beginning the month following the family's request for a hardship exemption.
      3. If the PHA determines that there is no qualifying hardship or if the hardship is determined to be temporary,

the minimum rent will be reinstated and resident will be responsible to pay the minimum rent from the time of suspension. A repayment agreement can be executed between the resident and the PHA if the amount cannot be paid in full when due.

4. If the PHA determines that there is a qualifying long term hardship, the minimum rent will be exempt for the duration of the hardship. Criteria for hardship exemption:

a. The family has lost eligibility or is awaiting an eligibility determination for federal, state, or local assistance

b. the family would be evicted as a result of the imposition of the minimum rent requirement

c. The income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by the PHA or HUD

d. Re-certifications are performed annually for any long-term hardship family

2. Flat rent: Flat rent is determined by bedroom size annually by using data which includes: fair market rent, rent reasonableness and payment standards; current flat rent are as follows: one bedroom $388; two bedroom $413 three bedroom $436, four bedroom $462

a. Re-certifications will be performed every three (3) years

b. Can change to income based rent at any time if they verify a qualifying hardship

Section 17.

UTILITY ALLOWANCES:

After a total tenant payment (ttp) has been determined, an amount will be deducted to allow for the balance of utilities not furnished by the PHA. Utility allowances are reviewed annually and are subject to change. Utility allowances for the period 9/1/2008 - 8/31/2009 are as follows:

Unit Size	AMP OH034-001		AMP OH034-002	
	James L. Brown Terrace Hts.	*Countryside Court*	*Parkview Arms*	*Meadowview*
1BR	Provided by PHA	n/a	n/a	n/a
2BR	$110.00	n/a	$85.00	n/a
3BR	$150.00	$114.00	$112.00	$114.00
4BR	$224.00	n/a	$106.00	n/a

Section 18.

INCOME LIMITS:

The U.S. Department of Housing and Urban Development establishes income limits annually per state per county; the family's total adjusted gross income cannot exceed that amount upon initial occupancy. These amounts are subject to change each year. The current income limits effective 02/23/2008 are:

Income Range	*1 Person*	*2 Persons*	*3 Persons*	*4 Persons*	*5Persons*
Very Low	$18,150	$20,700	$23,300	$25,900	$27,950
Extremely Low	$10,900	$12,450	$14,000	$15,550	$16,800
Low	$29,000	$33,150	$37,300	$41,450	$44,750

Income Range	*6 Persons*	*7 Persons*	*8 Persons*
Very Low	$30,050	$32,100	$34,200
Extremely Low	$18,050	$19,300	$20,500
Low	$48,050	$51,400	$54,700

To improve the solvency of the PHA and to increase the availability of housing units in the very low income development (Parkview), units may be leased to families falling within the low income range of the income limits.

Section 19.

GRIEVANCE:

All grievances arising from the standards established in the *Admission and Continued Occupancy Policy* or from the dwelling lease will be processed and resolved pursuant to the terms of the *Grievance Procedure* which is posted in the Management Office.

Section 20.

MISREPRESENTATION

The tenant will be notified in writing of any misrepresentation or lease violation that are revealed through annual re-certifications, interim reexaminations or other types of occurrences. Any corrective action required by the PHA will be documented and become a part of the tenant file.

Section 21.

TERMINATION OF TENANCY

✦ The PHA will terminate a lease for drug and/or criminal activity on or off the premises by any member of the tenant's household and reserves the right to conduct criminal background checks after occupancy.

✦ The Housing Authority may terminate or refuse to renew a lease for violation of specific terms of the lease or for misrepresentation. The tenant will be notified by a Notice of Termination of Lease combined with a *Notice to Leave Premises* which will include:

1. Notice date
2. Tenant Name
3. Tenant address
4. Account number of tenant
5. Lease termination date
6. Reason for termination
7. Date to leave premises

✦If the tenant desires to voluntarily vacate the unit, an *Intent to Vacate* form must be completed by the tenant that includes the following:

1. A 30 day written notice; rent is charged for remaining number of days in occupancy. If the tenant fails to provide a full 30 day written notice, the HA will retain the full amount of the security deposit. An exception may be made for extenuating circumstances at the discretion of the Housing Authority.
2. Name of tenant and identification of unit
3. Date of intent to vacate
4. Reason for vacate
5. Forwarding address

✦ The authority reserves the right to revoke this notice upon written request of the tenant and provided the unit has not been obligated to another family

Section 22

SECOND CHANCE POLICY

The Second Chance Policy is an eviction prevention program intended to improve the personal habits of residents in several areas, particularly in the areas of budgeting/payment of bills, parenting skills, housekeeping skills, and personal/family development. The main objective is to provide an alternative to eviction for a family that has violated a non-criminal portion of the lease. The family must sign an agreement which outlines their obligations in this program and is also a condition of continued occupancy. The family is also placed on a twelve (12) month probationary period. If any portion of the agreement is violated during the twelve (12) month probationary period, the Housing Authority will proceed with appropriate action for eviction.

Section 23.

PET OWNERSHIP

As per HUD guidelines, it has been determined that families living in public housing may be allowed to have one common household pet. Pets are not permitted at the Parkview community unless it is a service animal for a disabled person whereby appropriate documentation must be provided by the family prior to bringing it to the premises. Families must strictly adhere to all rules and regulations of the Housing Authority's *Pet Policy* and *Pet Agreement* which will be provided as an addendum to the tenant/management lease and will be fully executed by both parties thereto. An additional Security Deposit equal to the deposit required on the family's size unit must be paid before the pet is brought onto the premises for occupancy. An annual pet fee will also be accessed at the family's annual recertification.

Section 24.

GUEST POLICY

Tenants are permitted to have guests provided that reasonable accommodations are available within the dwelling unit. Guests visiting beyond seven consecutive days are to be reported to the Management Office. Guests must park in designated visitor areas and consumption of water must remain reasonable. Persons staying beyond 14 days within a 12 month period without advance notification to Management will not be considered a guest but rather a lodger or boarder which is a violation of the dwelling lease; except in the case of a joint custody issue where two assisted households legitimately share custody or familial visitation of a child/children. It is against the law to have the same person listed in two leases; therefore the child/children live in one household and is/are visitors in the other household. Guests are required to observe all rules and regulations set forth by the Housing Authority.

Section 25.

UNIT INSPECTIONS

All dwelling units will be inspected by Management with the tenant prior to move-in to access the overall condition of the unit. This inspection will be documented, signed by the tenant and Management and a copy provided to the tenant. All dwelling units are inspected approximately thirty (30) days after tenant takes possession. Other inspections are conducted by Management by prior advance written notice to the tenant. Inspections of two, three and four bedroom units are conducted at approximate six (6) month intervals or as deemed necessary by Management. One bedroom units, all of which are designated for elderly and/or disabled, are typically inspected once per year. Upon tenant surrendering possession the dwelling unit, a move-out inspection is conducted by Management with the tenant to access the overall condition of the unit. The inspection will be documented, signed by tenant and Management and a copy provided to the tenant within thirty (30) days of vacating the unit if a forwarding address is available. If it is necessary to complete more than two (2) non-routine inspections in a twelve (12) month period due to below standard housekeeping standards and/or unreported damage to the dwelling, the lease will not be renewed at the next scheduled annual recertification.

Section 26.

DISSOLVING OF FAMILY UNIFICATION

If a family dissolves, it is handled on a case-by-case basis. It will be the sole discretion of Perry Metropolitan Housing Authority to determine which family member might remain in the unit. In most circumstances, the assistance will remain with the adult family member with custody of a minor child/children and/ or a disabled or handicapped individual.

Section 27.

APPOINTMENTS MISSED

✦ Families will be given two (2) appointments for most processes if needed.

✦ If the family fails to appear, notify or re-schedule the required appointment, the PHA may begin termination procedures for failure to comply. The applicant/tenant will be notified of the opportunity for an informal hearing pursuant to the grievance procedure; the ruling of the hearing officer shall prevail on the matter.

✦ If applicant/tenant professes they did not receive a notice, letter, etc. from the PHA which requested their presence at a specified time and place or to provide information to the PHA, and if a copy of the same is available in the applicant/tenant's file, it will be assumed the applicant/tenant has received the same.

✦ If an applicant can provide sufficient evidence acceptable to the PHA of not receiving the mailing, the PHA will reinstate the applicant to the waiting list with the date and time of the application in effect at the time of the mailing.

Section 28.

CONFIDENTIALITY

✦ It is the policy of the Perry Metropolitan Housing Authority to safeguard private information provided the PHA by persons who apply and/or participate in housing assistance programs it administers. Private information is any information obtained about a person and his/her household which might identify him/her as an applicant for assistance or a program participant. Private information obtained by an employee shall not be used, published, disclosed or disseminated in any form to any person, agency governmental or otherwise, corporation or other entity except:

a. As required in fulfilling the legal responsibilities of HUD or other contractual obligations in administering housing programs; or

b. As required by law, as determined by an opinion of the PHA's legal counsel, or

c. A request in writing by the applicant or program participant specifying the information to be given, the form in which it is to be given and the party (ies) to whom it is to be given.

✦ Each employee of Perry Metropolitan Housing Authority is required at time of employment to sign an agreement stating that they will maintain the strict privacy of information and to follow the PHA's procedures established to insure the privacy of data concerning individuals. If the employee is at anytime subpoenaed or otherwise believes he/she may be called upon to make a disclosure of private information to any court or government agency, he/she must immediately notify the Executive Director. Access to private information will be strictly limited to those PHA employees who require it to conduct their job activities; failure of any PHA staff to comply with the confidentiality requirements are grounds for dismissal.

Section 29.

REPAYMENT AGREEMENTS

✦ Perry Metropolitan Housing Authority will not enter into a repayment agreement for unpaid monthly dwelling rent. A Repayment Agreement will only be executed for: charges assessed to the resident by Maintenance through work orders, late rent penalty, or returned check for insufficient funds. The PHA will permit a repayment agreement for retro rent only under the following circumstances:

a. family receives a lump sum with continuing monthly payments

b. the family's income has increased and it cannot be verified through no fault of the family.

c. the delayed start of unemployment benefits, worker's compensation, disability for illness or injury.

✦ The Repayment Agreement requires 50% of the total charge be paid at the time the Agreement is initiated and signed by the tenant and the PHA. The remaining 50% balance is due 60 calendar days from the date of execution. Failure by the tenant to abide by the terms the Repayment Agreement will result in any of the following:

a. the PHA pursing legal remedy referral to a credit agency and/or appropriate clearinghouse

b. agreement is in default when one payment is delinquent
c. monthly notices or reminders will not be issued by the PHA
d. payment must be in the form of check or money order made payable to Perry MHA

Section 30.

ACCESSIBLE UNITS for DISABLED/HANDICAPPED PERSONS

Perry Metropolitan Housing Authority provides units at each AMP that are designed or provisions made to meet the needs of persons with disabilities. Additional provisions are made upon the request of the disabled person provided the request is reasonable, the request can be physically met and funding is available.

Section 31.

SMOKE ALARMS

To assure the safety of our residents smoke alarms are installed on each floor of all dwelling units. Batteries are provided at move-in for alarms requiring them. After move-in it is the tenant's responsibility to check the smoke alarms once a month and change the batteries no less than once a year. If there is a problem with a smoke alarm other than batteries a work order must be completed at the office immediately. Smoke alarms will be inspected by the Housing Authority at least once every six months. If smoke alarms are found to be disabled (batteries removed or dead, wires disconnected, alarm broken or removed) the following enforcement measures will be taken by the Housing Authority:

- First offense – Fined $25.00 plus the cost of batteries and/or smoke alarm and labor hours involved.
- Second offense – Fined $50.00 plus the cost of batteries and/or smoke alarm and labor hours involved.
- Third offense - Eviction

Section 31.

HOUSEKEEPING STANDARDS

Objectives: To establish guidelines for Management where housekeeping inspections, maintenance reports and/or neighbors (tenants) complaints are concerned and to establish a basis for Management decisions (including but not limited to charges and/or evictions) where PMHA standards are not maintained.

Statement of Purpose: It is the responsibility of PMHA to provide safe, decent and sanitary housing for eligible families. Inherent in this purpose is the duty of PMHA tenants to maintain their units in a like manner. These standards are set forth to better inform tenants about PMHA expectations.

Standards:

+ **Damage**: Holes in walls, damage beyond normal wear and tear to appliances, screens, woodwork, cabinets, doors, tubs, sinks and commodes are considered as negligence and destruction. Failure to report needed repairs or damage is considered as negligence.
+ **Health and Sanitation**: Sinks and toilets left in a condition where color and filth are evident to the senses and garbage left inside and around the unit, unwrapped and not in proper refuse containers, are considered health problems.
+ **Floors**: Floors containing food particles, discolored by dirt, torn or damaged are considered unsatisfactory. Tile floors should be cleaned and waxed regularly. Carpets should be vacuumed as needed and cleaned as often as necessary. Spills should be cleaned up immediately
+ **Windows**: Broken, cracked or dirty windows; torn, bent or missing screens and broken, missing dirty blinds are unsatisfactory.
+ **Safety:** Combustible materials stored around areas such as the water heater, stove and furnace is not permitted. Exits blocked by furniture and other items, including piles of clothing, are considered unsafe. Kerosene heaters, kerosene lamps and space heaters are considered unsafe and are not permitted. Exterior: rubbish on porches and in yards is unsatisfactory. Household furnishings must not be stored on porches. Outdoor antennas of any type are

prohibited. Inoperable vehicles in any area are not permitted. Parking and driving on lawns and sidewalks is not permitted...

✦ **Walls**: Crayon or other markings on walls, floors, refrigerators, stoves and woodwork is unsatisfactory. Walls should be cleaned as often as necessary. Wallpaper, boarder, contact paper, decals, etc. are not to be used. Tenants are not permitted to paint without the consent of Management.

✦ Ranges: Burners and ovens containing grease and residue are unsatisfactory. Ranges must be cleaned after each use.

✦ **Refrigerators**: Dirty refrigerators are unsatisfactory. Refrigerators should be cleaned regularly. Stored food should be properly wrapped.

✦ **Disorderly unit**: A disorderly unit is considered to be an apartment with evidence of debris scattered about, kitchen sink excessively cluttered with unwashed dishes, bathtubs and sinks unwashed, toilets unclean, yards with rubbish

✦ **Smoke Detectors**: Smoke detectors with batteries removed are not permitted. Residents should consistently check that their detectors are in proper working order and report any problems through a Work Order.

✦ The dwelling unit must be in acceptable condition at all times. It is the responsibility of any PHA employee to report a dwelling unit not in acceptable condition to the Management office who will then schedule a special inspection with the dwelling family for that unit.

Section 32

GUIDELINES FOR DETERMINING CHARGES FOR DAMAGES AND ABUSE

✦ **Normal Wear and Tear**: Loss or deterioration by the normal wearing and ordinary use of any item.

✦ **Tenant Abuse:** Destruction or vandalism of any item by means other than ordinary use is considered tenant abuse. This abuse is determined by Maintenance or Management personnel. Any destruction of property by vandalism to a tenant's unit by guests, friends or visitors that are proven to be uninvited will require a police report and charges filed by the tenant. Otherwise the damages will be the responsibility of the tenant. A copy of the police report must be provided to the Housing Authority.

✦ **Guidelines for Charging Residents:**

- If deterioration is due to normal wear and tear, no charge will be assessed.
- If deterioration is due to tenant abuse of an item which was new at the time of their move-in, the full cost of the item plus labor will be charged to the tenant.
- If a tenant has reason to believe that an item was installed or repaired incorrectly, they must notify Management at the time of installation or repair so that a determination may be made and correction initiated if necessary.
- The time incurred by Maintenance to perform work in a unit that is the personal property of the resident will be charged to the family (i.e. install a shelf; install different window hardware, etc.). Maintenance staff time is very limited and type of work will be kept to a minimum.
- Charges that will be assessed, if necessary, after a family has vacated a unit are defined in the *Move-Out Instructions* form. Charges are the current cost of the item plus the time needed for Maintenance to perform the work.

PERRY METROPOLITAN HOUSING AUTHORITY
26 Brown Circle Drive
Crooksville, Ohio 43731

HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN

Revised: RES 09-022 4/16/09

Attest: Carolee Amandes, Exe Director

HOUSING CHOICE VOUCHER

ADMINISTRATIVE PLAN

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SECTION 1: INTRODUCTION

1. **Mission Statement:** The goal of Perry Metropolitan Housing Authority is to provide decent, safe, and sanitary housing to eligible families and to promote self-sufficiency and economic independence for Section 8 participants. To achieve this mission, the Housing Authority (HA) will seek problem-solving partnerships with residents, landlords the community, and government leadership; apply HA resources to the effective, efficient management and operation of the Section 8 Voucher Program.

2. **Purpose of Plan:** The purpose of this plan is to establish guidelines for HA staff to follow in determining eligibility for the Section 8 Program. The basic guidelines are governed by requirements of the Department of Housing and Urban Development (HUD). The HA also has latitude to implement local policies and procedures. The Policies and Procedures governing admissions and continued occupancy are outlined in this plan and are binding upon applicants, residents, landlords and the HA.
NOTE: Changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.

3. **Primary Responsibilities of the HA:**
   1. Receive applications and determine eligibility for assistance;
   2 .Notify eligible families of the availability of Section 8 assistance;
   3. Encourage owners to make units available to Section 8 participants;
   4 Review and adjust utility allowances annually;
   5. Inspect Section 8 units to insure that they meet Housing Quality Standards (HQS);
   6 Execute leases;
   7. Make housing assistance payments to owners;
   8. Perform annual and interim re-examinations of income and family composition and adjust rent accordingly.

4. **Objectives:**
   1. Increase the housing stock for very low and low-income families utilizing the Section 8 Program to house eligible families in private rental housing;
   2. Improve the housing stock by requiring participating landlords to meet HQS;
   3. Establish policies which comply with Federal Regulations for efficient and effective management of the program;
   4. Comply with Title VI of the *Civil Rights Act of 1964* and all other applicable Federal laws and regulations to insure that occupancy in assisted housing is administered without regard to race, color, religion, sex, handicap, familial status and/or national origin;
   5. Preserve and utilize existing housing stock (*Housing and Community Development Act of 1974*) by allowing a family who qualifies for Section 8 assistance and lives in substandard housing to remain if the Owner brings the unit up to HQS and the participant desires to remain in the unit.

5. **Outreach**
   1. Outreach to Owners: Distribute and communicate information concerning property owners leasing units under the Section 8 Program through local media to encourage participation by owners of suitable units located outside low income or minority concentrated areas;
   2. Outreach to Potential Clients:
      a. Communicate through local media and other suitable means, the availability and nature of housing assistance for lower-income families;
      b .Inform families where they may apply for Section 8 rental assistance;
      c. Take affirmative action to provide opportunities to participate in the program to persons who are less likely to apply because of race, ethnicity, sex, age, or source of income;
      d. Hold meetings concerning the Section 8 Program with local community agencies.

SECTION 2: FAIR HOUSING POLICY and EQUAL OPPORTUNITY HOUSING PLAN

Fair Housing Policy:
The Fair Housing Policy of the HA will comply with all Federal, State, and local nondiscrimination laws, all rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and the *Americans with*

Disabilities Act. The HA will not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 Program based on race, color, religion, sex, handicap, familial status, and /or national origin. The HA will provide access to information to Section 8 participants regarding discrimination to further its commitment to full compliance with applicable civil rights laws. Fair Housing will be discussed during the briefing session; all Fair Housing complaints are documented and placed in the applicant/tenant file. If an individual/family claims illegal discrimination to race, color, religion, national origin, age, familial status or disability and that has prevented them from finding or leasing a suitable unit with assistance under the Section 8 Program, the HA will provide information on completing and filing a housing discrimination complaint.

2. Equal Opportunity Housing Plan:

The HA will comply with equal opportunity requirements imposed by contract or federal law (Ref: 24 CFR 982.54). This includes applicable requirements under:

1. *The Fair Housing Act*, 42 U.S.C. 3610-3619 (implementing regulations @ 24 CFR parts 100, *et seq);*
2. *Title VI of the Civil Rights Act* of 1964, 42 U.S.C. 2000d (implementing regulations @ 24 CFR part 1);
3. The *Age Discrimination Act of 1975*, 42 U.S.C. 6101-6107 (implementing regulations @ 24 CFR part 146);
4. Executive Order 11063, *Equal Opportunity in Housing* (1962), as amended, Executive Order 12259, 46 FR1253 (1980), as amended, Executive Order 12892, 59 FR2939 (19914) (implementing regulations @ 24 CFR, part 107);
5. Section 504 of *The Rehabilitation Act of 1973*, 29 W.S.C. 794 (implementing regulations at 24CFR,part 8; and f6 Title II of *The Americans with Disabilities Act*, 42 U.S.C. 12101, et seq.

3. Equal Opportunity Posting Requirements:

The HA will maintain a bulletin board in the Section 8 office area which will accommodate the following:

1. Statement of Policies and Procedures governing the Section 8 Administrative Plan;
2. Open Occupancy Notice (acceptance/non-acceptance of applications);
3. Income limits for admission;
4. Utility Allowances;
5. Informal review and hearing procedure;
6. Fair Housing poster;
7. *Equal Opportunity in Employment* poster.

SECTION 3: PRIVACY RIGHTS

All applicants will be required to sign the *Federal Privacy Act* Statement which defines the conditions that HUD will release information concerning Section 8 participants. Requests for information by other parties must be accompanied by a signed release request before the HA will release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations (Reference HUD Form 9886).

SECTION 4: DEFINITION OF TERMS

Definitions are incorporated by reference as if fully set out herein CFR 24, section 982.4, part 5:

Absorption: the point at which a receiving HA stops billing the initial HA for assistance on behalf of a *Portability* family

Actively Seeking Employment: family member must be enrolled in an official job search program or must demonstrate independent job search activities providing the HA with a notarized statement which includes the date, time, place and results of the search

Adjusted Income: income on which the *Total Tenant Payment* is to be based including the total annual income less the following:

1. $480.00 for each family member (other than head of household or spouse) who is:
   a. Seventeen (17) years of age or younger; or
   b. Eighteen (18) years of age or older and a verified full-time student and/or disabled or handicapped as defined in this Section

2. Amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age including foster children necessary to enable a family member to actively seek employment, be gainfully employed or to further his/her education. The amount shall reflect reasonable charges for child care, shall not exceed the amount of income received from such employment and cannot be reimbursed.

3. $400.00 for an elderly family whose head, spouse or sole member is sixty two (62) years of age or older and/or is handicapped or disabled according to this Section

4. An allowance for medical and/or handicapped assistance expenses for amounts that exceed three percent (3%) of *Total Annual Family Income.*

NOTE: If the *Total Annual Income* less the above allowances results in a rent that is less than the established minimum rent, the resident rent will be established at the HA minimum rent amount.

Administrative Fee: the fee paid to the HA by HUD for the administration of the program. This amount includes hard-to-house fees paid for moves by families with three (3) or more minors

Administrative Fee Reserve: account established by the HA from excess administrative fee income. Administrative fees may only be used to cover costs incurred to perform HA administration of the program in accordance with HUD regulations

Administrative Plan: a plan which describes HA policies for administration of the program

Admission: effective date of the first HAP contract for a family in the program

Adult: a person who is:

1 Nineteen (19) years of age or older; or

2. Eighteen (18) years of age and married; or

3. An emancipated minor.

NOTE: Only persons who are adults shall be eligible to enter into a lease agreement

Amortization Payment: in a manufactured home space rental, the monthly debt service payment by the family to amortize the purchase price of the manufactured home

Annual Contributions Contract (ACC): a written contract between HUD and the HA whereby HUD agrees to provide funding for operation of the program and the HA agrees to comply with HUD requirements for the program

Annual Income: anticipated total income from all sources received by all family members including all net income derived from assets for the twelve (12) month period following the effective date of initial determination or re-examination, exclusive of certain types of income specified in this policy. Annual income includes but is not limited to the following:

1.Total wages before any payroll deductions including overtime pay, commissions, fees, tips and bonuses;

2.Net income from the operation of a business, excluding depreciation of assets used in the business. Allowance is based on straight line depreciation, as provided in IRS regulations. Any withdrawal of cash or other assets from the operation of a business will be include income unless the withdrawal is for reimbursement of cash for assets invested in the operation by the family.

3. Interest, dividends and other net income of any kind from real or personal property if the family has net family assets in excess of $5,000.00. Annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other periodic receipts.

5. Payments-in-lieu of earnings such as unemployment and disability compensation, disabled Social Security benefits, worker's compensation and severance pay.

6. Public assistance.

7. Periodic and determinable incomes such as alimony, child support payments, contributions and gifts, including amounts received from any persons not residing in the unit.

8.All regular pay, special pay and allowances received by a member of the Armed Forces whether or not living in the dwelling who is head of household, spouse or other family member whose dependents are residing in the unit. Hazardous duty pay is not included as income.

9. Payment for the support of a minor.
10. Veterans Administration compensation.
11. Participants must report any change in income to the Section 8 office as soon as possible but no later than ten (10) calendar days after receipt of the funds.
12. If a Section 8 participant fails to report changes in income and/or household composition, as required, Program assistance may be terminated and legal action taken
NOTE: If it is not feasible to anticipate income for a twelve (12) month period, the income for a shorter period may be annualized, subject to a re-determination at the end of the period

Applicant: a family that has applied for admission to the Section 8 Voucher program

Budget Authority: the maximum amount that may be paid by HUD to the HA over the Annual Contributions Contract (ACC) term of the funding increment. The amount is authorized and appropriated by Congress

Casual Income: income that is neither reliable nor periodic

Child: a family member, other than head or spouse, who is under eighteen (18) years of age

Child Care Expenses: amounts anticipated to be paid by the family for the care of children under thirteen years of age where it is necessary to enable a family member to actively seek employment, be gainfully employed or to further his/her education. The expense must be confirmed through third party verification, must be a reasonable amount and shall not exceed the amount of income received from such employment. The HA will not deduct child care if there is another unemployed adult in the household physically capable of caring for child/children. Head of household must document the disability/handicap that prevents the adult from providing child care and be approved by the HA

Child Custody: an applicant/participant who does not have full custody of a child/children may only claim the child as a dependent if:
1. The applicant/participant has primary custody of the child
The applicant/participant provides sufficient evidence that the child will reside with the Section 8 participant.
NOTE: The same child cannot be claimed by more than one applicant/participant

Citizen: a citizen or national of the United States

Common Space: space available for use by the assisted family and other occupants of the unit

Congregate Housing: housing for elderly persons or persons with disabilities that meets HQS standards for congregate housing

Contiguous Metropolitan Statistical Area (MSA): in portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial HA is located

Continuously Assisted: a family that is already receiving assistance under any 1937 Housing Act program when the family is admitted to the program

Contract Authority: the maximum annual payment to a HA by HUD for a funding increment

Cooperative Housing: housing owned by a non-profit corporation or association where a member of the non profit has the right to reside in an apartment, and to participate in management of the housing

Dependent: a family member except foster children and foster adults other than the head or spouse who is under 18 years of age, a person with a disability, or a full time student. An unborn child is not considered a dependent

Disabled/Handicapped Person: a person having a physical or mental impairment which substantially limits one or more major life activities which are defined as caring for one's self, performing manual tasks, walking, sight, hearing, speaking,

breathing and learning and:

1. Is expected to be of long-continued and indefinite duration,
2. Substantially impedes his/her ability to live independently, and
3. The disability could be improved by more suitable housing conditions.

placed Family: A person/family displaced by governmental action or whose dwelling unit has been extensively damaged or destroyed as a result of a disaster recognized pursuant to Federal disaster relief laws

Drug Related Criminal Activity:

1. The illegal manufacture, sale or distribution, or possession with intent to manufacture, sell or distribute a controlled substance (as defined in Section 102 of the controlled substances act (21 U.S.C. 802)
2. 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
3. All family members eighteen (18) years of age or over are required to have a criminal background check. Forms must be signed at the time of application
4. Any fee assessed for the criminal background check is the responsibility of HA
5. The HA may waive the policies prohibiting admission and/or recertification if the person demonstrates to the HA's satisfaction the he/she is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:
   a. has successfully completed a supervised drug or alcohol rehabilitation program; or
   b. has been rehabilitated successfully; or
   c. is participating in a supervised drug or alcohol rehabilitation program.
   d. the circumstances leading to the eviction no longer exist.
   e the person involved in drugs are no longer in the household because he/she is incarcerated.
6. If there is reasonable cause to believe a person's pattern of illegal use of a controlled substance or abuse of alcohol may interfere with the health, safety, or right of peaceful enjoyment of their accommodations and surrounding neighborhood, admission/recertification will be denied.
7. Persons evicted from Public Housing or the Section 8 Program due to drug related criminal activity is ineligible for admission for a period of three (3) years from the date of such eviction

erly Family: a family, whose head, spouse, or sole member is at least sixty two (62) years of age, disabled, or handicapped

Evidence of Citizenship or Eligible Immigration Status: the documents which must be submitted to evidence of citizenship or eligible immigration status (CFR 5.508(b))

Fair Market Rent (FMR): rent including cost of utilities (excluding telephone and cable) that would be required to be paid in the housing market area to obtain privately owned housing that is decent, safe, and sanitary with suitable amenities that is modest in nature. FMRs are established by HUD for housing units according to Geographical location and bedroom size and are published annually in the Federal Register in accordance with 24 CFR, part 888

Familial Status: A single pregnant woman and individuals in the process of obtaining custody of a minor are processed for occupancy the same as a single person (Ref. Federal Register 2/13/96, pages 5,662/5,663)

Family:

1. Two (2) or more persons related by blood, marriage or by operation of the law with or without children who live regularly together as a single household in the dwelling unit. A family must include a competent adult eighteen (18) years of age or older as head of household. The temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition. If a person is eighteen (18) and qualifies under the definition of *family* by being married, the head and spouse must be parties to the lease. There must be some concept of family living beyond the mere sharing or intention to share housing accommodations by two (2) or more persons to constitute a family. Some acceptable basis of family relationship or without children who live regularly together as a single household in the relationship must exist as a condition of eligibility
2. An elderly family;

3. A near-elderly family;
4. A disabled family;
5. A displaced family;
6. The remaining member of a tenant family; and
7. A single person who is not elderly or displaced or a person with disabilities. A single person who is not elderly or displaced, a person with disabilities or the remaining member of a tenant family may not be provided housing assistance for which the family unit size exceeds one bedroom level (Ref. 982.207 Federal Register 2/13/96). This rule does not prohibit a single person from residing in a larger unit with the amount of subsidy for a zero (0) or one (1) bedroom family unit size. *The limit is on the amount of subsidy paid not the size of the unit.*

Family Self-Sufficiency (FSS) Program: A program established by a HA to promote self-sufficiency of assisted families including the provision of supportive services (42 U.S.C.1437u). 24 CFR, part 984.

Family Share: The portion of rent and utilities paid by the family

Family Unit Size: The appropriate number of bedrooms for a family. Unit size is determined by the HA subsidy standards

Foster Child: A foster child may be added to the lease with prior written consent of the HA

Full Time Student: A family member (other than head or spouse) who is carrying a subject load which is considered full time by the educational institution attended. Verification must be supplied by the attended institution

Gross Rent: The amount of rent to owner plus any utility allowance

Group Home: A unit that is licensed by the State as a group home for the exclusive use of two (2) to twelve (12) persons who are elderly or disabled including a live-in aid

Handicapped Assistance Expense: Reasonable expenses that are anticipated for attendant care and auxiliary apparatus for a handicapped or disabled family member that are necessary to enable another member of the family to be employed. The expense cannot be paid to a member of the family or be reimbursed by an outside source

Hazardous Duty Pay: Pay to a member of the Armed Forces receives when exposed to hostile fire

Head of Household: Adult member of the family who is primarily responsible and accountable for the family particularly in regard to lease obligations

Homeless Family:
1. Family that lacks a fixed, regular, and adequate nighttime residence;
2. Family that has a primary nighttime residence that is:
   a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations; or
   b. An institution that provides temporary residence for individuals intended to be institutionalized; or
   c. A public or private place not designed or ordinarily used for regular sleeping accommodations for human beings
3. A homeless family does not include
   a. Any individual imprisoned or detained pursuant to an Act of the U.S. Congress or a State Law; or
   b. Any individual who is a *Single Room Occupant* that is not considered substandard housing.

Housing Agency (HA): Any governmental entity or public body authorized to engage in or assist in the development or operation of low-income housing

Housing Assistance Payment (HAP): A written contract between the HA and owner, in a form prescribed by HUD, in which the HA agrees to make payments to the owner on behalf of the eligible family

Housing Quality Standards (HQS): The HUD minimum quality standards for housing assistance under the tenant based programs

HUD: The United States Department of Housing and Urban Development

Income Exclusions: Annual income does *not* include:

1. Temporary, casual, sporadic, non-recurring income, including gifts;
2. Amounts that are specifically received from, or are reimbursement of the cost of illness or medical care;
3. Lump-sum additions to family assets (inheritances, insurance payments, workers' compensation, capital gains, and settlements for personal and/or property losses);
4 Full amounts of educational scholarships paid directly to the student or to the educational institution or amounts paid by the U.S. government to a veteran for use in meeting the cost of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student;
5. Relocation payments made pursuant to Title II of the *Uniform Relocation Assistance and Real Property Acquisition Policies Act* of 1970(42 USC4636);
6. Food Stamps;
7. Payments received by participants or volunteers in the programs pursuant to the *Domestic Volunteers ServiceAct* of 1973 (42 USC 5044(g), 5058);
8. Income of a live-in aide;
9. Payments received from the *Job Training Partnership Act* (29 USC 1552(b));
10. Hazardous Duty Pay;
11. Income from the employment of minors;
12. Payments received for the care of foster children;
13. Payments received under the *Alaska Native Claims Settlement Act* (43 USC 459(e) or payments made by foreign governments in connection with the *Holocaust*
14. Income derived from certain U.S. sub-marginal land of that is held in trust for certain Indian tribes (25 USC 459 (e);
15. Payments or allowances made under the *Low-Income Home Energy Assistance Program* (42 USC 8624(f));
16. Payments from Programs under Title V of the of *Older Americans Act of 1965* (42 USC 3056(f));
    Amounts received under training programs funded by HUD;
18. Amounts received by a disabled person that are disregarded for a limited time for purposes of SSI eligibility/ benefits because they are set aside for use under a *Plan to Attain Self- Sufficiency (PASS);*
19. Amounts received in other publicly assisted programs which are specifically for reimbursement of expenses incurred and are solely to allow participation in a specific program
20. Earned income tax credit;
21. Resident service stipend;
22. Payments received for the care of adopted children to the extent that the payments do not exceed $480.00) per child per annum;
23. Student financial assistance;
24. Earned income of full-time students;
25. Adult foster care payments;
26. Compensation from State or local job training programs and training of resident management staff
27 .Deferred periodic payments of SSI and SS benefits that are received in a lump sum payment

Infant: Child under two (2) years of age

Interim Re-determination of Rent: Changes of rent between admission and annual re-examinations

INS: The U.S. Immigration and Naturalization Service

Irregular Income: income that is neither reliable nor periodic

Jurisdiction: Area in which the HA has authority under State and local law to administer the program

Lease: A written agreement between the owner and tenant for the lease of a dwelling unit. The lease establishes conditions for occupancy

Live-in Aide: A person who resides with an elderly, disabled or handicapped person/ persons who:
Is determined by the HA to be essential to the care and well being of the person(s);
2. Is not obligated for support of the person(s),
3. Would not be living in the unit except to provide supportive services

Low-Income Family: A family whose annual income does not exceed eighty percent (80%) of the median income for the area as determined by HUD

Manufactured Home: A manufactured structure that is built on a permanent chassis that is designed for the use as a principal place of residence, and meets HQS

Manufactured Home Space: A space leased by an owner to a family

Medical Expense: Necessary medical expenses including medical insurance premiums that are not covered by insurance as defined in *IRS Publication 502*

Minimum Rent: Minimum amount a participant must pay for monthly dwelling rent less the UA. The HA has the discretion to establish the minimum rent from zero ($0) to fifty dollars ($50.00). Perry Metropolitan Housing Authority has established fifty dollars ($50.00) as the minimum rent for the Section 8 Program which is subject to change

Minimum Rent Hardship Exemptions: The HA shall immediately grant an exemption of the minimum rent to any family making a proper request in writing who is unable to pay because of financial hardship due to any of the following:
1. Decrease in income resulting from the loss or reduction of employment;
2. The family would be evicted as a result of the implementation of the minimum rent
3. Loss of income resulting from a death in the family's household;
Loss of income resulting from a family member vacating the unit;
5. Loss or delay of assistance;
6. Increase in the family's medical expenses;
7. Increase in the family's child care expenses;
8. Increase in the family's transportation expenses (to work/school);
9. Increase in the family's education expenses. The family is required to provide written verification to the HA prior to the rent due date. If the HA determines the hardship to be of a temporary nature exemption will not be granted for a 90 day period beginning with the date the determination is made. A resident may not be evicted during this period for non-payment of rent. If the resident provides written information that the hardship is long-term and is accepted as such by the HA, the HA will retroactively exempt the resident from the requirement for the 90 day period

Minor: A person under eighteen (18) years of age

Mixed Family: A family whose members include those with/without citizenship or eligible immigration status

Monthly Adjusted Income: One twelfth (1/12) of adjusted annual income

Monthly Income: One twelfth (1/12) of annual income

National: A person who owes permanent allegiance to the U.S.

Net Family Assets: Net cash value of real property, checking, savings, stocks, bonds, cash on hand, capital investments, CDs, etc.

Non-citizen: A person who is not a citizen or national of the U.S.

Owner: Any person or entity with the legal right to lease a unit

Participant: A family that has been admitted to the program, and is currently being assisted

Payment Standard: The amount used to calculate the housing assistance that an eligible family will receive in the program:

1. Cannot exceed HUD's *Fair Market Rent (FMR)*
2. Can be set at 90-110% of *FMR*
3. Perry MHA will review no less than once per annum, usually in October, when the *FMR* is published by HUD. Perry MHA reviews averages by month from the *Landlord Register (HAP, tenant payment and utility allowance)*

Portability: Renting a dwelling unit with Section 8 tenant based assistance outside the jurisdiction of the initial HA that is a Voucher unit with another PHA.

Program: The tenant based voucher program.

Project Based: Rental assistance that is attached to the structure

Reasonable Rent: A rent to owner that is not more than either:

1. Rent charged for comparable units in the private unassisted market; or
2. Rent charged by the owner for a comparable unassisted unit in the building or the premises.
3. Rent reasonableness determinations are made when units are placed under HAP contract for either the initial inspection, annual or special inspections.
4. In determining rent reasonableness for a family staying in place, the PHA shall consider the most recent increase. If the landlord's proposed rent is significantly higher than the amount previously charged, the landlord must justify the increase n rent on the *Request for Lease Approval* form.
5. The PHA, in determining the approved rent, shall consider:
   a. The average rents currently paid for the appropriate bedroom size;
   b. The date of the last increase in rent for the unit;
   c How this rent compares with other similar unassisted units.
6. The landlord shall submit the annual rent increase request in writing to be effective on or after the anniversary date of the HAP Contract;
7. A rent adjustment shall be approved after the HA determines the following:
   a. The unit is in decent, safe and sanitary condition; and
   b. The landlord is in compliance with the terms of the HAP Contract and lease
8. Owners may submit a request for a special rent adjustment but must document the following:
   a. The costs of owning and maintaining the unit have increased; and/or
   b. The increase is a result of substantial general raise in property tax, utility rates or similar costs.
   c. The FMR limitation does not apply to special adjustments; the rent reasonableness limitation does.
   d. If the HA believes the owner's request is warranted, the request is forwarded to the HUD Field Office for review and approval.
   e. The HA will maintain documentation which includes comparable data on unassisted units in the market. This data will be used by staff in making rent reasonableness determinations. The information will be updated on an annual basis and/ or as deemed necessary.
   f. History on unassisted units will include bedroom size, location, unit type, quality, amenities, facilities, date built, management and maintenance services and utilities. Only units which meet HQS will be included in the comparable.
   g. An average will be taken of three (3) comparable units. The average gross rent must be higher than the requested proposed rent on the *Request for Lease Approval.*
   h. Rent Reasonableness documentation will be updated at the initial lease-up and at rent increase requests.

Receiving HA: In portability, a HA that receives a family selected for participation in the program of another HA. The receiving HA issues a voucher, and provides program assistance to the family.

Recertification: The process of securing documentation which indicates that tenants meet the eligibility requirements for ontinued occupancy.

1. The unit owner receives a *"Notice to Owner"* which informs the owner that the lease and contract are due to expire. he owner will make the decision to renew/not renew with the HA and tenant.
2. Tenant receives a notice to start the annual recertification process.
3. Family is required to complete and sign all necessary forms.
4. All family income is verified by the Section 8 office.
5. Inspection of the dwelling is performed by Section 8 Inspector to ensure unit meets HQS.
6. Section 8 staff completes all required paperwork.
7. Annual Recertifications are completed every twelve (12) months from the effective date of the lease and contract; the process is started sixty (60) to ninety (90) days prior to the effective date.
8. Interim Recertifications are performed if the income of the family increases four hundred eighty dollars ($480) or more in a twelve (12) month period or if family's income decreases.
9. The tenant family is given thirty (30) to sixty (60) days notice for a rent adjustment that results in an increase in the *Total Tenant Payment.*
10. Rent adjustments that result in a decrease in *Total Tenant Payment* are effective immediately.
11. Any change in household income or composition is to be reported to the S/8 office immediately.
12 Rent will not be increased for a twelve (12) month period beginning on the date the employment began when the increase is the result of a family member who:
    a. was unemployed for at least 12 months;
    b. is participating in a self-sufficiency program or job training program; or
    c. is or was in the past six (6) months receiving public assistance. . During the year after the twelve (12) month period, a phase-in of not more then fifty percent (50%) of the amount of the total rent increase that otherwise would be applicable will be charged.
13. Rent will not be reduced if the decrease in income is a result of a sanction imposed by a State funded program.

emaining Member: The person(s) of legal age remaining in the unit after the person(s) who signed the voucher has left premises (other than eviction). This person must complete forms necessary for participation in the program within ten ( ) calendar days from the departure of the leaseholder.

Rent to Owner: Total monthly rent payable to the owner under the lease for the unit.

Residency Preference: HA preference for admission of families that reside or work in a specified area.

Single Person: A person who lives alone or intends to live alone and who does not qualify as elderly, displaced, or remaining member.

Sporadic Income: income that is neither reliable nor periodic

Student: a student applying for rental assistance must be eighteen (18) years of age or be an emancipated minor under State law and must also be income eligible.

Subsidy Standards: Standards established by the HA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and composition.

Suspension: Stopping the clock on the term of a family's voucher on the date the HA receives the *Request for Lease Approval*

Temporary Residence: Lacking a residence belonging solely to the family; staying with family and/or friends

emporarily Absent Family Members: Any person(s) on the lease that has not lived in the unit for thirty (30) days.

Tenant: The person(s) who executes the lease as lessee of the dwelling unit.

Tenant-Based: Rental assistance that is not attached to the structure.

Tenant Rent: Amount the tenant pays toward rent. To calculate the tenant rent the utility allowance is subtracted from the total tenant payment or minimum rent. If the utility allowance is greater than the total tenant payment or minimum rent, the tenant rent is zero and there may be a utility reimbursement payment. This amount is the difference between the total tenant payment or minimum rent and the utility allowance.

Total Tenant Payment: Total Tenant Payment is the greater of:
1. Thirty percent (30%) of family monthly adjusted income;
2. Ten percent (10%) of family monthly income;
3. Twenty five dollars ($25.00) minimum rent

Utility Allowance: A dollar amount representing average cost for utilities in the unit which is deducted from the total tenant payment. The utility allowance will be reviewed annually and adjusted accordingly if the change is more than/less than ten percent (10%).

Utility Reimbursement Payment (URP): The amount, if any, by which the utility allowance for the unit exceeds the *TTP* or minimum rent for the family occupying the unit.

Very Low-Income Family: A family whose annual income does not exceed fifty percent (50%) of the median income for the area as determined by HUD. HUD may establish income limits higher or lower than fifty percent (50%) for the area on the basis of its finding that such variations are necessary because of unusually high or low family, incomes.

Violent Criminal Activity: Any illegal criminal activity that has, as one of its elements, the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher: Document issued by the HA to an eligible family. The voucher describes the program, the procedures for HA approval of a unit selected by the family and the obligation of the family under the program.

Voucher Holder: A family holding a voucher with unexpired search time.

Welfare Assistance: Welfare or other payment to families or individuals based on need that are made under programs funded, separately or jointly, by Federal, State or local governments.

SECTION 5: APPLYING FOR ASSISTANCE

How to Apply:

1. Families wishing to apply for housing assistance shall complete an application provided by the HA.
2. Applications are accepted at the Section 8 office at 13000 Parkview Dr., Roseville, OH 43777 or 26 Brown Circle Dr., Crooksville, OH. 43731 Monday through Friday from 9:00 a.m. until 4:00 p.m.
3. Applications will be accepted from any person and the information verified by the HA.
4 Individuals who have a physical impairment which would prevent them from completing an application in person may call the HA to make special arrangements
5. The applicant is requested to read, sign and date "*Things You Should Know*" form
6. The applicant is required to complete a "*Personal Declaration.*"
7. The applicant must complete the "*Application*" form. Applicant must respond to all questions on the form.
8. An *Information Release* form must be signed and dated by each household member eighteen (18) years of age and older.
9. An *Applicant/Tenant Verification of Information Release* must be signed by each adult. This authorizes release of a consumer report that includes a credit report, criminal background check, employment and/or landlord verification.

10. The *Public Assistance* form will be signed (if applicable) for verification through *Jobs and Family Services*
11. The applicant is responsible to assist the HA in obtaining verification for other sources of income.
12. The applicant is given an *Applicant Responsibility* form which outlines the information needed to be returned to the HA to complete the application process.
13. Upon completion and verification of all information, the application is reviewed for eligibility.
14. At the time the applicant's name reaches the top of the waiting list, a *Briefing* is scheduled. Upon attending and completing the briefing, the eligible applicant is thus issued a Voucher.

SECTION 6: MISSED APPOINTMENTS for APPLICANT/PARTICIPANT

An applicant or participant who fails to keep an appointment without prior notification to the HA will be sent a preliminary notice of termination of the process of assistance. If a second appointment is missed without prior notification, the HA may begin the termination process.

SECTION 7: MISREPRESENTATION BY APPLICANT/PARTICIPANT

If an applicant or participant is found to have made willful misrepresentations which resulted in being found eligible but in actuality were ineligible, the applicant/participant will be declared ineligible. The participant will be terminated from the program and will be required to repay any monies owed the HA as a result of the misrepresentation. In justifiable instances, the HA may take other actions it deems appropriate including possible criminal prosecution.

SECTION 8: ELIGIBILITY CRITERIA

All individuals who are admitted to the Section 8 Voucher Program must be determined eligible under the terms of this Plan. To be determined eligible, the applicant must meet the following requirements:

1. To qualify as a family:
   a. Two (2) or more persons related by blood, marriage, or legal adoption who will live regularly in the same dwelling unit; family may also include foster children and members of the family temporarily absent; or
   b. Two or more persons sharing living quarters in what constitutes a stable family relationship which could include one child or more under legal guardianship of either or both adult members; or
   c. A pregnant woman, single or married; or
   d. A family securing legal custody of one or more children; or
   e. Remaining member of a tenant family (for continued occupancy only)
2. To qualify as a single person, they must be:
   a. At least sixty two (62) years of age; or
   b. Be handicapped within the meaning of Section 202 Housing Act of 1959; or
   c. Lives alone or intends to live alone and does not qualify as an elderly family or as the remaining member of a tenant family.
3. To qualify as an elderly family:
   a. A family whose head, spouse or sole member is elderly, disabled or handicapped; may include two or more elderly, disabled or handicapped persons living together, or one or more of persons living with one or more live-in aids; or
4. To qualify as a handicapped person:
   a. Have a physical or mental impairment that:
      1. Is expected to be long term or of indefinite duration; or
      2. Substantially impedes the person's ability to live independently; or
      3. Is of such nature that ability could be improved by more suitable housing; or
5. To qualify as a disabled person:
   a. A person who is unable to engage in any substantial gainful activity by reason of any medically detrimental, physical or mental impairment which can be expected to result in death or which has lasted for a period of

time or which can be expected to last for a continuous period of not less than twelve (12) months.

NOTE: An elderly, disabled, or handicapped person may require the care of a live-in aide who is defined as:

1. Determined to be essential to the care and well being of the person;
2. Not obligated for support of the person;
3. Living in the unit only to provide necessary supportive services

The applicant family's annual income must not exceed the current income limits established by HUD for the Section 8 Voucher Program.

7. Head of Household must be:
   a. Nineteen (19) years of age or older; or
   b. Eighteen (18) years of age and married; or
   c. A person that has been relieved of the disability of non-age by a juvenile court
8. Applicants are not automatically determined eligible for assistance. An applicant will be considered ineligible for housing assistance for any of the following conditions:
   a. The applicant's annual income exceeds the current income limits established by HUD;
   b. The applicant or other adult member(s) of the household has a history of recent criminal activity which includes engaging in prostitution, sale of drugs/narcotics, felony conviction or other criminal activity five (5) years or less prior to admission to the program or during program participation.
   c. Pattern of violent behavior and/or evidence of repeated acts of violence that would constitute a danger to household occupants or property;
   d. Drug-related activities; PHA has sufficient evidence of drug-related activity and/or confirmed drug conviction and/or addiction;
   e. Initiating threats or intent to assault any HA employee, program participant or the property of the HA;
   f. Falsifying information on the application for housing assistance;
   g. Head of household is a minor;
   h. Rape or sexual deviation; includes those who have been involved as offenders in rape, indecent exposure, sodomy, carnal abuse and impairing the morals of a minor. The HA will refuse to house any applicant or household that includes a member who is subject to any registration requirement (regardless of tier level) under a state sex offender registration program;
   - Abandonment of a dwelling within the jurisdiction of the HA without proper notice to the HA and landlord; Non-payment of financial obligations
   k. Record of repeated disturbances of neighbors, destruction of property, physical violence, gross neglect or irresponsibility of premises which would indicate the applicant's inability to adapt to living in a multi-family neighborhood or none-isolated area;
   l. Neglect of children that might endanger their health, safety or welfare;
   m. Termination of tenancy in previous housing at the landlord's request or through eviction on grounds of lack of care of property, nuisance, behavior, criminal activity, repeated disturbances or non-payment of financial obligations;
   n. Unsanitary or hazardous housekeeping; includes the creation of a fire hazard through the hoarding of rags, papers, etc., damage to premises by infestation, foul odors, improper garbage disposal, or serious neglect of premises to warrant unsanitary conditions;
   o. Housing will be restricted to U.S. citizens and legal immigrants.
   p. Families found to be ineligible for the program are given written notice of their ineligibility which includes the reason for the denial. Each family is provided an opportunity for an informal hearing of the denial. The request for a hearing must be received by the HA in writing within seven (7) days from the date of the denial. The informal hearing will be conducted by any person/persons designated by the HA other than the person who made or approved the decision under review.
   q. After an applicant becomes a participant of the program, the head of household must receive permission to add another person to the program (except birth, adoption or court-awarded custody of a child). The person being added must meet all eligibility requirements before the HA will approve addition to the program.

time or which can be expected to last for a continuous period of not less than twelve (12) months.

NOTE: An elderly, disabled, or handicapped person may require the care of a live-in aide who is defined as:

1. Determined to be essential to the care and well being of the person;
2. Not obligated for support of the person;
3. Living in the unit only to provide necessary supportive services

The applicant family's annual income must not exceed the current income limits established by HUD for the Section 8 Voucher Program.

7. Head of Household must be:
   a. Nineteen (19) years of age or older; or
   b. Eighteen (18) years of age and married; or
   c. A person that has been relieved of the disability of non-age by a juvenile court
8. Applicants are not automatically determined eligible for assistance. An applicant will be considered ineligible for housing assistance for any of the following conditions:
   a. The applicant's annual income exceeds the current income limits established by HUD;
   b. The applicant or other adult member(s) of the household has a history of recent criminal activity which includes engaging in prostitution, sale of drugs/narcotics, felony conviction or other criminal activity five (5) years or less prior to admission to the program or during program participation.
   c. Pattern of violent behavior and/or evidence of repeated acts of violence that would constitute a danger to household occupants or property;
   d. Drug-related activities; PHA has sufficient evidence of drug-related activity and/or confirmed drug conviction and/or addiction;
   e. Initiating threats or intent to assault any HA employee, program participant or the property of the HA;
   f. Falsifying information on the application for housing assistance;
   g. Head of household is a minor;
   h. Rape or sexual deviation; includes those who have been involved as offenders in rape, indecent exposure, sodomy, carnal abuse and impairing the morals of a minor. The HA will refuse to house any applicant or household that includes a member who is subject to a lifetime registration requirement under a state sex offender registration program;
   Abandonment of a dwelling within the jurisdiction of the HA without proper notice to the HA and landlord;
   Non-payment of financial obligations
   k. Record of repeated disturbances of neighbors, destruction of property, physical violence, gross neglect or irresponsibility of premises which would indicate the applicant's inability to adapt to living in a multi-family neighborhood or none-isolated area;
   l. Neglect of children that might endanger their health, safety or welfare;
   m. Termination of tenancy in previous housing at the landlord's request or through eviction on grounds of lack of care of property, nuisance, behavior, criminal activity, repeated disturbances or non-payment of financial obligations;
   n. Unsanitary or hazardous housekeeping; includes the creation of a fire hazard through the hoarding of rags, papers, etc., damage to premises by infestation, foul odors, improper garbage disposal, or serious neglect of premises to warrant unsanitary conditions;
   o. Housing will be restricted to U.S. citizens and legal immigrants.
   p. Families found to be ineligible for the program are given written notice of their ineligibility which includes the reason for the denial. Each family is provided an opportunity for an informal hearing of the denial. The request for a hearing must be received by the HA in writing within seven (7) days from the date of the denial. The informal hearing will be conducted by any person/persons designated by the HA other than the person who made or approved the decision under review.
   q. After an applicant becomes a participant of the program, the head of household must receive permission to add another person to the program (except birth, adoption or court-awarded custody of a child). The person being added must meet all eligibility requirements before the HA will approve addition to the program.

SECTION 9: VERIFICATION and DOCUMENTATION

The PHA is required to obtain third-party verification of all applicant/tenant information to assure accuracy of the reported information. Families are required to provide the HA with the following documentation:

Social Security Cards for all family members six (6) years of age or older;

2. Birth Certificates for all family members;
3. Driver's License or photo ID;
4. Verification is required on all the following (as applicable):
   - Child Care
   - Assets: checking, savings, CDs, real estate, etc. (name of financial institution, account number, etc)
   - Total family income (i.e. employment, TANF, SS, SSI, child support, alimony, unemployment, worker's compensation, pension, VA benefits, and all other forms of income);
   - Out-of-pocket medical expenses as defined in *IRS Publication 502*
   - Separation/divorce with children in the family (divorce decree, court ordered child support papers), verification that child support is being pursued through the *Department of Jobs and Family Services, TANF* verification of former spouse's children, notarized statement from current landlord (not family) verifying that he/she can verify that the applicant and spouse have not lived together for at least the last six (6) months, income tax statements from both husband and wife indicating both filed separately and that they filed from different addresses, written statement from an attorney that applicant has filed suit for divorce, written statement from an abuse shelter, law enforcement agency, or social services agency that applicant needs housing due to physical abuse, or food stamp verification, if no other documentation is available). Separation/divorce with no children in the family (divorce decree, notarized statement form current landlord (not family) verifying that he/she knows that the applicant and spouse have not lived together for at least the last six (6) months, income tax statements from both husband and wife indicating both filed income taxes separately the previous year and that they filed from different addresses, written statement from an attorney that applicant has filed suit for divorce, written statement form abuse shelter, law enforcement agency, or social services agency that applicant needs housing due to physical abuse, food stamp verification, if no other documentation is available.
5. U.S. Citizenship;
6. Criminal Background check: The PHA will conduct a criminal background investigation on all eligible participants prior to admission and at each annual recertification through BCI&I. If an applicant/tenant is denied residency as a result of the information obtained on the background check, he/she is afforded the right to a hearing to dispute the information used to deny housing assistance. The HA will keep all criminal records confidential and will not be disclosed to any person or entity other than for official use or for use in court proceedings.

SECTION 10: GROUNDS for DENIAL or TERMINATION of ASSISTANCE

The HA may deny an applicant admission to participate in the Section 8 Program or, with respect to a current participant, may refuse to issue another Voucher for a move to another unit or approve a new lease, if: (Ref: 24CFR 982.552).

1. The applicant/participant owes rent or other amounts to any HA or any public agency
2. The applicant/participant or any family member violates program obligations;
3. The applicant/participant has been evicted from public housing;
4. The applicant/participant has been terminated under the Section 8 Voucher Program;
5. Any member of the family commits drug-related criminal activity or violent criminal activity;
6. Any family participating in the FSS Program fails to comply, without good cause, with FSS Contract of Participation;
7. The family has engaged in or threatened abusive or violent behavior toward any HA personnel;
8. The family has not reimbursed any HA the amount paid to a landlord under a HAP contract;
9. The family has breached a repayment agreement to the HA and/or owner;
10. The family has committed acts which would constitute fraud in connection with any federally assisted housing program;

The family fails to provide information required within the time frame specified by the HA;

12 .Any member of the family does not sign and submit consent forms that are provided by the HA for the purpose of verifying employment/income verification;
13. The applicant/participant has not properly completed all requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility will result in the family being declared ineligible.
.. All adult members do not sign a release allowing the HA to request a copy of their criminal background;
15. Any household member is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HA may waive this requirement if:
a. The person demonstrates to the HA's satisfaction that the person is no longer engaging in a related criminal activity or abuse of alcohol;
b. The person has successfully completed a supervised drug or alcohol rehabilitation program
c. The person has otherwise been rehabilitated successfully; or
d. The person is participating in a supervised drug or alcohol rehabilitation program;
16.Any household member is subject to a lifetime registration requirement under a state sex offender registration program;
NOTE: If an applicant is denied admission, the HA will notify the applicant, in writing, of the denial and inform the applicant that he/she has an opportunity for an informal hearing on the determination. The applicant will be given ten (10) calendar days to request, in writing, a hearing with the HA.
17. Time frames for denial:
a. One (1) Year: Illegal use or possession for personal use of a controlled substance or alcohol
b. Three (3) Years: Persons evicted from Public Housing or Section 8 due to drug- related criminal activity.
c. Five (5) Years: Committing fraud, including giving false information on any of the HA required forms or on other types of verifications, persons with arrest or conviction records that indicate the person may be a threat and/or negative influence on other residents.
d. Ten (10)Years: Conviction of Drug Trafficking
e. Life: Individual who is subject to a lifetime registration requirement under a state sex offender registration program and/or any person who has been convicted of manufacturing or producing methamphetamine (speed) on the premises of the assisted housing.

SECTION 11: INFORMAL CONFERENCE

1. **Applicant Informal Conference**: The HA must give the applicant prompt notice of denial. The notice must state the reason(s) for denial. The notice must also inform the applicant of the right to request an informal conference.
a. The conference may be conducted by any person or persons designated by the HA, other than the person who made or approved the decision.
b. The applicant must be given an opportunity to present written or oral objection to the HA decision.
c. The HA must notify the applicant, in writing, of the final decision after the informal conference including a brief statement of the reason(s) for the final decision.
2. **Participant Informal Conference:** The HA must give an opportunity to the participant for an informal conference for any action of the HA or failure to act.
3. **Informal Conference Not Required**: The HA is not required to hold an informal conference for any of the following:
a. Discretionary administrative determinations by the HA;
b. General policy issues or class grievances;
c. Establishment of utility allowances;
d. HA's determination not to approve an extension or suspension of a voucher term;
e. HA's determination not to approve a unit or lease;
f. HA's determination that an assisted unit is not in compliance with HQS;
g. HA's determination that a unit is not in accordance with HQS because of family size;
h. HA's determination to exercise or not to exercise any right or remedy against the owner under a HAP contract.

4. **Notice to Family:**
a. The HA must give the family prompt written notice of their right to request an informal conference including a brief statement of the reason(s) for the HA's decision.
b. The family has ten (10) calendar days from the date of the notice to request in writing an informal conference The HA must schedule the Conference within ten (10) days from the date of request.
NOTE: Refer to the full text of the HA's *Grievance Policy.*

SECTION 12: SECTION 8 APPLICANT SELECTION PROCESS

1. **Housing Voucher Selection and Participation Process:**
a. The HA shall not discriminate because of race, color, sex, religion, creed or national origin in leasing or other disposition of housing or related facilities (including land) in any project within it's jurisdiction covered by an *Annual Contributions Contract* under the U.S. Housing Act of 1957, or in the use or occupancy thereof;
b. The HA will not charge for processing the application;
c. Prior to admission to the Section 8 Program, each family must fully complete and sign all forms required for application for admission. Completed application forms will contain adequate information necessary to determine all eligibility factors
d. The volume of applications will be continually monitored. The HA reserves the right to close acceptance of applications (close the waiting list) in full or by bedroom size when:
   1. The waiting period becomes excessive (over eighteen (18) months); or
   2. Funds are not available to meet assistance payments
2. **Organization of the Waiting List:**
The HA waiting list must contain the following information for each applicant listed:
a. Applicant name;
b. Family unit size (number of bedrooms for which family qualifies under HA occupancy guidelines,
c. Date and time of application;
d. Local Preferences, if applicable.
3. **Order of Selection for Waiting List:**
a. As applications are completed, all information verified and eligibility is determined, vouchers will be issued according to availability in order of preference points to those determined eligible
b. The HA will issue, at a minimum, no less than seventy five percent (75%) of available vouchers to eligible, very-low income families.
4. **Maintaining the Waiting List:**
The HA will remove an applicant's name from the waiting list for any of the following:
a. Failing to respond to the HA's request for information or updates;
b. Refusing the HAs offer of tenant-based assistance.
5. **Removal of Applicant Name from Waiting List:**
a. The HA will notify the applicant in writing that they have ten (10) calendar days from the date of the notice to respond to the HA's request or have their name removed from the waiting list;
b. If the applicant's failure to respond to a request was caused by the applicant's disability, the HA will provide reasonable accommodations and give the applicant reasonable opportunity to respond. The HA's system of removing applicant names from the waiting will not violate the rights of a disabled person.
6. **Purging the Waiting List:**
To ensure that the HA's waiting list reflects the most current applicant information, the waiting list will be updated and purged no less than once per annum
7. **Verification of Preferences:** At the time of application, initial determinations of an applicant's entitlement to a preference may be made on the basis of applicant's certification of the preference. Before selection is made, the HA will obtain third party verification of the preference.
8. **Preference Criteria:**
Listed in order of importance:
1. Natural Disaster – currently subsidized: is a voucher holder in another jurisdiction that was displaced by a derally and/or state declared natural disaster.

2. Natural Disaster – not currently subsidized: is a victim of a federally and/or state declared natural disaster.
3 Having to vacate due to domestic violence in the home or living with a person who engages in domestic violence in the home. The violence must have occurred recently or is of a continuing nature; must complete HUD form 50066.
4. Veteran: The head of household or spouse is currently serving in the active military service, military reserves, or has been an active member of the military discharged for reasons other than dishonorable;
5. The family currently lives and/or works in Perry County.

SECTION 13: BRIEFING of FAMILIES and ISSUANCE of VOUCHERS

1. **Briefing:** A briefing is held to review all material in the *Information Packet* provided by the HA to each Housing Voucher holder to fully inform the participant about the program. The HA will:
a. Provide the applicant a description and an understanding of the program;
b. Encourage their active participation to be knowledgeable concerning their responsibilities prior to lease-up;
c. Provide information concerning location of available units;
d. Provide information on Tenant/Landlord responsibilities;
e. Review the Contract;
f. Disclose information on Lead Based Paint;
g. Provide information on the Family Self-Sufficiency Program;
h. Provide information on Portability
i. Explain Housing Quality Standards;
j. Explain the Tenant Grievance Procedure;
k Provide the applicant with all available information regarding referrals to landlords and contact telephone numbers;
l. Explain de-concentration and the advantages of moving to an area that does not have a concentration of poor families.

2. **Briefing Attendance Requirement:**
The head of household of each family is required to attend a scheduled briefing at the time they are initially issued a Voucher.
b. Failure to attend the scheduled briefing without proper notification to the HA will result in the family's application being placed in the inactive file and the family may be required to reapply. Applicants who provide prior notice of inability to attend will be scheduled for the next briefing.
c. Failure of an applicant, without good cause, to participate in a scheduled briefing shall result in withdrawal of his/her application. The applicant will be notified of the withdrawal and of his/her right to an informal hearing.

3. **Section 8 Participant's Packet:** When issuing a Voucher, the HA shall give the family a packet which includes information on the following:
a. Term of the voucher, which is sixty (60) days from date of issuance under most circumstances;
b. *Request for Lease Approval* which must be submitted within the sixty (60) day period;
c. "Stopping the clock:" when a *Request for Lease Approval* is submitted, the clock is stopped on the sixty (60) day period while the unit is going through the approval process.
d. Extensions of the term may be requested by the family if the initial term is not adequate to locate a dwelling for lease-up. All requests must be received prior to the expiration of the Voucher. Extensions are granted at the discretion of the HA primarily for any of the following reasons:
1. Extenuating circumstances such as hospitalization or family emergency for an extended period of time which has affected the family's ability to find a unit within the initial sixty (60) day period. The circumstances must be verified to the satisfaction of the HA prior to granting any extension.
2. The family has evidence that they have made a consistent effort to locate a unit.
3. The family has turned in a *Request for Lease Approval* prior to the expiration of the sixty (60) day period, but the unit did not passed HQS.
NOTE: The HA may grant one or more extensions but not to exceed a total of sixty (60) additional days. The Disabled persons may be granted an extension of up to one hundred twenty (120) days.
e. HA determination of the assistance payment for a family including information on the Payment Standard and

the Utility Allowance.
f. HA determination on the maximum rent for an assisted unit.
g. What the family SHOULD consider in evaluating a dwelling to lease:
1. Condition of the unit;
2. If the rent is reasonable;
3. Cost of tenant paid utilities
h. The boundaries in which the family may lease a dwelling;
i. The HUD-required lease addendum;
j. Form of *Request for Lease Approval*;
k. HA policy regarding information about a family to prospective owners;
l. HA subsidy standards, including when the HA will consider granting exceptions to the standards;
m. HUD brochure on how to select a unit;
n. HUD lead-based paint brochure;
o. Federal, state and local equal opportunity laws;
p. Housing discrimination complaint form;
q. List of landlords;
r. Family obligations;
s. Grounds on which the HA may terminate assistance;
t. Informal hearing procedures

4. **Location of the Unit:**
A landlord referral list is made available. Information is also provided on how to search for a unit.

5. **Approval and Execution of Lease:**
a. If the HA approves a dwelling the family desires to lease, the HA will notify the owner and family regarding its determination of Lease approval/disapproval.
b. After receiving notification from the HA, the owner and HA representative will schedule a meeting to execute the Contract. Upon execution of the Contract, the owner and family will execute a dwelling Lease
c. The HA will retain the following in the tenant file:
1. *Request for Lease Approval*
2. Lease
3. Inspection report(s)
4. HA certification of Rent Reasonableness
5. Executed contract.

SECTION 14: HA DISAPPROVAL of OWNER

1. **Owner Debarred:** The HA will not approve a unit if:
a The owner has been debarred, suspended, or subject to a limited denial of participation by HUD; or
b. The HA has instituted an administrative or judicial action against the owner for violation of the *Fair Housing Act* or other federal equal opportunity requirements and the action is pending; or
c. A court or administrative agency has determined that the owner violated the *Fair Housing Act* or other federal equal opportunity requirements.
2. **HA Discretion:** The HA has the option to deny participation by an owner if the owner has:
a. Violated obligations under any *Section 8 HAP* Contract
b. Committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
c. Manufactured, sold or distributed illegal drugs;
d. Has a history of noncompliance with HQS or similar standards in any federal housing program;
e. Failed to fulfill financial obligations of any federal, state or local taxes fitness assessments
NOTE: If the owner is a parent, child, grandparent, grandchild, sister, or brother of any member of the participant family, the HA must not approve the unit. However, if the HA determines that approval of the unit would provide reasonable accommodation for a family member who is a disabled person, the unit may be pproved

'ECTION 15: OWNER RESPONSIBILITY for SCREENING TENANTS

: **pplicant Screening**: The HA will inform the owner that tenant screening is an owner responsibility; the HA has only conducted a criminal background check and is not necessarily recommending a particular family.

2. **Information Provided to Owner Concerning Family:**
   a. Current address of family;
   b. Past addresses of family, if known;
   c. Criminal history, if more than five (5) years old
   d. Tenancy history, if known
   e. Rental and tenant damage history, if know
3. **Family Background:** An owner may consider a family's background based on any of the following:
   a. Payment of rent and utility bills;
   b. Caring for a unit and premises;
   c Respecting the rights of others to the peaceful enjoyment of their housing;
   d. Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others

SECTION 16: LEASING a UNIT with TENANT-BASED ASSISTANCE and PORTABILITY PROCEDURES

1. **Assistance in the Initial HA's Jurisdiction:** The family may receive tenant-based assistance to lease an HQS approved unit anywhere within the HA's jurisdiction.
2. **Portability:** A family living in the HA's jurisdiction may receive tenant-base assistance to lease a unit outside the initial HA's jurisdiction if:
   a. The unit is in the same State as the initial HA; or
   b. The unit is in the same metropolitan statistical area (MSA) as the initial HA but in a different State; or
   c. The unit is in a metropolitan statistical area that is next to the same metropolitan statistical area as the initial \, but in a different State; or
   u. The unit is in the jurisdiction of an HA anywhere in the U.S. that is administering a tenant-based program.
   NOTE: Non-resident applicants that apply for tenant-based assistance do not have any right to lease a unit outside the initial HA's jurisdiction during the twelve (12) month period from the time of admission to the program. However, the family may lease a unit outside the initial HA's jurisdiction under portability procedures of both the initial HA and receiving HA agree.
   e. The HA reserves the right to accept and/or reject portability requests dependent upon availability of funding
3. **Income Eligibility:** The family must be income eligible in the jurisdiction where the family initially leases a unit on the Voucher program.
4. **Leasing in Place:** The family may select the dwelling unit they occupied before being selected for participation in the program if the unit is approved by the HA.
5. **Portability – Administration by Initial HA:**
   a. If a family moves under portability to an area outside the initial HA's jurisdiction, the initial HA must administer the assistance for the family if:
      1. The unit is located within the same State as the initial HA;
      2. The unit is located within the same MSA as the initial HA but a different State:
      3. The unit is located within a MSA that is next to the same MSA as the initial HA but in a different State and no other HA with a tenant-based program has jurisdiction in the area the unit is located.
   b. Under the above, the family remains in the program of the initial HA which has the same responsibilities for administration of assistance for the family as for other assisted families within the HA's jurisdiction.
   c. The initial HA may choose to use another HA, a private management entity, other contractor or agent to help administer assistance outside the jurisdiction of the HA

Portability-Administration by Receiving HA: If a family moves under portability to an area outside the initial HA's ,risdiction, the receiving HA must issue a voucher and administer the assistance for the family if they have jurisdiction in t rea where the unit is located. If there is more than one (1) such HA, the initial HA may choose the receiving HA.

7. **Portability Procedures:**
   a. The initial HA must:
      1. Determine income eligibility for the family in the area where the unit is located;
      2. Advise the family how to contact and request assistance from the receiving HA;
      3. Notify the receiving HA to expect the family;
      4. Give the receiving HA the most recent HUD-50058 form for the family and all related information;
   b. The family must:
      1. Promptly contact the receiving HA;
      2. Comply with receiving HA procedures;
      3. Submit a *Request for Lease Approval* to the receiving HA to coincide with the receiving HA's Voucher.
   c. The receiving HA must:
      1. Not delay issuing the family a Voucher or disapproval of a unit because they opt eligibility to recertify the family unless the recertification is necessary to determine income eligibility
      2. Promptly inform the initial HA if they will bill the initial HA for assistance on behalf of the family or absorb the family into its own program.
      3. Determine to extend/not to extend the voucher term;
      4 Determine the family unit size for the portable family;
      5. Promptly notify the initial HA if the family has leased an eligible unit under the program or if the family fails to submit a *Request for Lease Approval* for an eligible unit within the term of the voucher.
      6. Must perform all HA functions, such as reexamination of family income and composition.

8. **Absorption by Receiving HA:** If funding is available for the receiving HA at the time the voucher is received, the receiving HA may absorb the family into its voucher program.
NOTE: HUD may require a receiving HA to absorb all or a portion of the portable families.

9. **Portability – Billing:**
   a. The receiving HA may bill the initial HA for the housing assistance payment and administrative fee
   b. The initial HA must promptly reimburse the receiving HA for the full amount of the housing assistance payments (HAP) made by the receiving HA for the portable family.
   The initial HA must promptly reimburse the receiving HA for eighty percent (80%) of the initial HA's on-going administrative fee for each unit month that the family receives assistance under the tenant based program from the receiving HA.
   d. HUD may reduce the administrative fee to the initial HA, if the HA does not promptly reimburse the receiving HA for housing assistance payments or fee on behalf of the portable family.

SECTION 17: ABSENCE from the ASSISTED UNIT

1. Absence is defined as no member of the tenant family is residing in the assisted unit.
2 Families participating in the program must notify the HA if they will be absent from the dwelling unit for more than fourteen (14) calendar days.
3 .It will be the sole discretion of the HA to determine the approval of absences exceeding thirty (30) days in which case the denial or approval will be documented in the tenant file.

SECTION 18: CONTINUED ASSISTANCE after FAMILY BREAK-UP

1. When a family dissolves, it will be handled by the HA on a case by case basis. Each circumstance will be reviewed before a final decision is made:
   a. It will be the sole discretion of the HA to determine which family member will keep the voucher assistance.
   b. In most circumstances, the assistance will remain with the adult family member with legal custody of minor children or a disabled/handicapped individual.
   c. The HA will consider if family members are forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member of the household.

NOTE: If a court determines the disposition of property between members of the assisted family in a divorce or separation, the HA is bound by the court determination of which family member continues to receive assistance.

CTION 19: OCCUPANCY STANDARDS

The following subsidy standards shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	*Maximum*
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

1. Vouchers will be issued based on the subsidy standard listed above.
2. In determining family unit size, the HA may grant an exception to the above subsidy standard if the HA determines that the exception is justified by the age, sex, health, disability, or relationship of family members or other personal circumstances.
3. The family unit size for any single person family must be either a zero or one bedroom unit unless a live-in-aide resides with the family.
4. A family that consists of a pregnant woman only must be treated as a one (1) bedroom family until the child reaches wo (2) years of age.
5. A child who is temporarily away form the home because of placement in foster care is considered a member of the f- -ily in determining the family unit size.

SECTION 20: PROPERTY INSPECTIONS

When the HA receives a *Request for Lease Approval*, the HA's inspector will inspect the unit for compliance with *Housing Quality Standards (HQS)* and send the results of the inspection to the owner. If there are any failed items which must be corrected in order for the unit to comply with HQS, the Owner will be advised, in writing, of the failed items that must be corrected before a Contract can be executed. The unit will be re-inspected to ascertain that the necessary work has been performed. The HA will maintain a copy of every inspection report in the tenant file. The reports will also include any recommendations noted by the inspector that would improve the unit or that might lead to a fail in the future.

SECTION 21: INSPECTION STANDARDS

Before a unit can be approved for occupancy under the Section 8 Voucher Program, the unit must meet *Housing Quality Standards (HQS)* as set forth in 24 CFR 982.401. The HUD *Inspection Form HUD-52580-A* is utilized for all inspections.

1. **Types of Inspections:**
   a. *Initial*: performed after the *Request for Lease Approval* is received from the applicant;
   b. *Annual:* required to be performed at the time of annual recertification for continued assistance
   c. *Re-inspections*: performed for the purpose of verifying that deficiencies noted on previous inspections have been corrected and unit meets HQS;
   d. *Quality Control*: performed to insure that inspections are being performed in compliance with HQS. A minimum of five percent (5%) of the total number of Section 8 units under contract will be inspected by other

PHA personnel other than the routine inspector.
e. *Special Inspections:* performed at the owner's request to document the condition of the unit or when a federal/state/local official is performing a compliance review;
f. *Move-out Inspections*: performed after the tenant has vacated the unit.

Inspection Recommendations:

When a unit meets the HQS requirements for rental assistance but warrants additional repairs to better provide safe and sanitary housing, the inspection report will identify those as recommendations to the owner.
NOTE: The HA's inspection only certifies that the unit meets HQS federal regulations and the HA is not responsible to report items not included in the HQS inspection as defined in 24 CFR 982.401. The HQS inspection is not intended to replace any other type of federal, state, local, or private inspection.

SECTION 22: DETERMINATION of RENT and RE-EXAMINATION of INCOME and FAMILY COMPOSITION

1. **Rent Reviews:**

a. Rents will be reviewed at least once per year at the time of annual re-examination or at other times as deemed necessary to determine eligibility for continued occupancy. When rent is established, such rental rate will remain in effect until the next annual re-examination or circumstances occur that warrant a rent and/or income review. Rent reviews are conducted under the following conditions:

1. Change of lease;
2. Change in Section 8 program funds;
3. Interim adjustments necessary for tenant to meet Schedule of Rent;
4. Misrepresentation by tenant of facts determining rent, whereby rent being charged is inaccurate. Any differences owed to the HA will be assessed to the tenant. Any differences owed to the tenant will credited to that tenant.
5. Any increase in total household income
6. Any decrease in total household income
7. Change in family composition.

b. The tenant will be given a grace period to the first day of the second month after an increase in income for the effective date of the rental adjustment; exception: in the case of misrepresentation of information by the tenant, the adjustment will be effective beginning with the month in which the income increase occurred.
c Rental decreases will become effective the first of the month following the report of the income change.
d. A repayment agreement will be executed between the HA and the tenant for any retro-active rent due and owing to the Section 8 Program
e. Tenants will be properly notified in writing of any change in rent resulting from an annual or interim re-examination
f. Tenants whose income has been reduced by a State funded assistance program as a result of a sanction will not be eligible for a rent reduction.
g. The HA will not increase the rent, of disabled individuals, as a result of increased income due to employment for a twelve (12) month period beginning on the date the employment began if the earned income increase is the result of a family member who:

1. Was unemployed for a least twelve (12) months; or
2. Was participating in a self-sufficiency or job training program; or
3. Is or was in the past six (6) months receiving public assistance. A phase-in period will exist for an additional twelve (12) months whereby only fifty percent (50%) of the total rent increase will be applicable.

h. Families are required to report any changes in income within ten (10) calendar days of the occurrence.
i. Families with zero (0) income may be required to recertify more frequently.

2. **Annual Re-Examination:**

a. The HA must re-examine the income and family composition of all families participating in the Section 8 Voucher Program in accordance with 24 CFR 5.617 no less than once per annum.
b. Records will be maintained by the HA to ensure that every participant's income and family composition has been reexamined within the required twelve (12) month period.

i. Families with zero (0) income may be required to recertify more frequently.

2. **Annual Re-Examination:**

a. The HA must re-examine the income and family composition of all families participating in the Section 8 Voucher Program in accordance with 24 CFR 982.516 no less than once per annum.

b. Records will be maintained by the HA to ensure that every participant's income and family composition has een reexamined within the required twelve (12) month period.

c. The annual reexamination will be conducted twelve (12) months from the initial lease date and every twelve (12) months thereafter.

d. The family will be notified in writing approximately ninety (90) days prior to the effective date of the annual recertification.

e. Upon completion of the re-examination and third-party verification of all information, the HA will notify the participant in writing no less than thirty (30) days prior to the effective date of any of the following:

1. Change in rent and the effective date of the change;
2. Change in family composition (increase or decrease)

3. **Interim Re-Examination:**

a. Rent that is set at admission or annual reexamination will remain in effect for a twelve (12) month period unless changes occur in the family. The following conditions require an interim reexamination and must be reported by the family to the Housing Authority within ten (10) calendar days of the occurrence:

1. Change in family composition
2. Increase or decrease in family income;
3. Errors of omission made at admission or annual reexamination.

4. **Casual, Irregular and Sporadic Income:**

Income that is casual, irregular, or sporadic will be projected at the annual recertification using third party verification of past income. If tenant can verify his/her income has decreased for three consecutive months her/she may request an interim reexamination be completed to avoid overestimating/underestimating income

5. **Minimum Rent Hardship Exemptions:**

a. The HA will approve an exemption from the minimum rent requirement to a family that is unable to pay due to financial hardship which includes:

1. The family has lost eligibility or is waiting an eligibility determination from a federal, state, or local assistance program; or
2. The family would be evicted as a result of the implementation of the minimum rent; or
3. The income of the family has decreased due to circumstances that include loss of employment; or
4. Death in the family has recently occurred affecting family circumstances; or
5. Other circumstances which may be decided by the HA on a case by case basis

NOTE: The resident must complete all required forms. All of the above must have third party verification prior to the rent becoming delinquent and before the lease is terminated by the HA.

b. If a resident requests a hardship exemption under this section and the HA determines the hardship to be of a temporary nature, exemption will not be granted for a ninety (90) day period beginning with the date the request is received. A resident will not be evicted during the ninety (90) day period for non-payment of rent. In such a case, if the resident, thereafter, demonstrates that the financial hardship is of long-term, the HA will retroactively exempt the resident from the applicability of the minimum rent requirement for the ninety (90) day period. This does not prohibit the HA from taking eviction action for other violations of the lease.

SECTION 23: ADJUSTMENT to UTILITY ALLOWANCES, CONTRACT RENTS and MONTHLY HOUSING ASSISTANCE PAYMENTS

1. **Utility Allowance:** The HA will review the utility allowance on an annual basis. Revisions will be made to the utility allowance schedule accordingly based on percentages of increase or decrease in utility rates obtained from local utility companies. All program families eligible for an increase to their utility allowance will have the adjustment made at their next annual or interim re-certification; decreases will be implemented immediately.

Contract Rents:: Contract rents will be adjusted by the HA at the annual recertification for special adjustments as follows:

(1st) business day of the month.

SECTION 24: FAIR MARKET RENT (FMR), PAYMENT STANDARD and RENT REASONABLENESS

1. **Rent Reasonableness:**
   a. HA determination:
      1. The HA will not approve a lease until the HA determines that the initial rent to owner is a reasonable rent;
      2. The HA must re-determine the reasonable rent:
         a. Before any increase in the rent to owner; or
         b. If there is a five percent (5%) decrease in the published FMR in effect sixty (60) days before the contract anniversary as compared with the FMR in effect one (1) year before the contract anniversary; or
         c. If directed by HUD
      3. The HA may also re-determine the reasonable rent at other times
      4. The rent to Owner cannot exceed the reasonable rent as most recently determined by the HA.
   b. Comparability:
      1 The HA must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units.
      2. By accepting each monthly HAP payment from the HA, the owner certifies that the rent to Owner is not more than rent charged by the Owner for comparable unassisted units; the owner must provide to the HA any information requested on any rents charged for other units owned on the premises or elsewhere.
   c. Maximum Subsidy: FMR/Exception Rent Limit: The FMR/exception rent limit is the maximum *Payment Standard* for a family.
2. **Housing Assistance Payments, Payment Standards:**
   a. The *Payment Standard* is used to calculate the monthly housing assistance payment and is the maximum monthly subsidy payment for a family.
   b. A voucher payment standard schedule is a list of the payment standard amount used to calculate the voucher housing assistance payment for each unit size in the FMR area
      The HA must adopt a payment standard schedule by unit size. The payment standard for each unit size must be: ninety (90) to one hundred ten percent (110%) of the current FMR; any percent (%) less than ninety (90) or more than one hundred ten (110) requires HUD approval;
   d. The housing assistance payment for a family equals the lesser of:
      1. The applicable payment standard minus thirty percent (30%) of monthly adjusted income;
      2. The monthly gross rent minus the minimum rent.
   e. The minimum rent is the higher of:
      1. Ten percent (10%) of monthly gross income; or
      2. A higher minimum rent as required by law.
   f. Payment standard amounts on the schedule can be adjusted annually at the discretion of the HA, if necessary, to assure continued affordability of units.
   g. The payment standard for tenancy in an insured or noninsured Section 236 project, a Section 515 project of the Rural Development Administration or a Section 221(d) (3) below market interest rate project may not exceed the basic rental charge including the cost for tenant-paid utilities.
   h. The payment standard is based on the lower of:
      1. The payment standard for the family size; or
      2. The payment standard for the unit size rented by the family.
   i. During the term of the HAP contract for a unit, the amount of the payment standard is the higher of:
      1. The initial payment standard minus any amount by which the initial rent to owner exceeds the current rent to owner; or
      2. The payment standard as determined at the most recent regular annual recertification.
3. **Annual Adjustment of Rent to Owner:**
   a. At each annual recertification, the HA must adjust the rent to owner at the request of the owner in accordance with this section.
      The adjusted rent to owner equals the lesser of:

1. The reasonable rent as determined by the PHA; or
2. The amount requested by the owner.

c. In making the annual adjustment, the pre-adjustment rent to owner does not include any previously approved special adjustments.

The rent to owner will not be increased at the annual recertification unless;

1. The owner requests the adjustment by giving proper written notice to the HA; and
2. During the previous year, the owner has complied with all requirements of the HAP contract including housing quality standards

e. The rent to owner will only be increased in the HAP payments covering the months commencing on the latter of:

1. The contract anniversary date; or
2. At least sixty (60) days after the HA receives the owner's request.

f. To receive an increase resulting from the adjustment for an annual recertification, the owner must request the increase at least sixty (60) days prior to the next annual anniversary date.

4. **Distribution of Housing Assistance Payments:**

a. The HA pays the owner the lesser of the housing assistance payment or the rent to owner.

b. If the housing assistance payment exceeds the rent to owner, the HA will pay the balance of the housing assistance payment to the family which is identified as a *utility allowance or utility reimbursement.*

5. **Family Share:**

a. The family share is calculated by subtracting the amount of the HAP payment from the gross rent.

b. The HA may not use HAP payments or other program funds to pay any part of the family share. Payment of the family share is the responsibility of the family.

6. **Utility Allowance Schedule:**

a. The HA will maintain a utility allowance schedule for all tenant-paid utilities with the exception of telephone and cable television. In addition, the cost tenant-supplied refrigerators and ranges are also included.

b In developing the UA schedule, the HA will use normal patterns of consumption for the general area as a whole and current utility rates.

c. The UA schedule will classify utilities and other housing services according to the following general tegories:

1. Space heating;
2. Cooking;
3. Water heating;
4. Water and sewer;
5. Trash collection;
6. Other electric;
7. Tenant-supplied refrigerator and/or range;
8. Disability (24 CFR, part 8) NOTE: See letter "G" below
9. One (1) or two (2) story dwelling

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

e. The HA will review the UA schedule annually and revise the allowance if there has been a change of ten (10) percent or more in the utility rates compared to the UA schedule from the preceding year.

f. On request from a family that includes a person with disabilities, the HA must approve UA which is higher than the applicable amount on the UA schedule if a higher UA is needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to/usable by the family member with a disability.

SECTION 25: AFFORDABILITY ADJUSTMENTS and RENT PROVISIONS

1. **Annual Increases/Decreases of Payment Standards:**

The HA may adopt increases/decreases of payment standards so that families can continue to afford to lease units with ssistance under the Housing Choice Voucher Program. (Reference 24 CFR 982.617). Payments standards may also need to adjusted for HA budgetary reasons. In determining when an adjustment is necessary, the PHA will consider:

a. Rent burden (number of families paying more than 30% of income for rent);
b. Success rate in leasing vouchers
c. FMR
d. Funding available

HA's payment standard is set between 90-110% of current *Fair Market Rent.* The percentage used is based on current rental and utility data for the area and the percentage may differ for each bedroom size.

2. **Rent Negotiation:**

The rent to owner is a matter of negotiation between the owner and family. Additionally, the rent must be within the guidelines of *rent reasonableness* with the jurisdiction of the HA.

3. **HA Disapproval of Lease:**

The HA will disapprove a lease for rent that is not reasonable for the area and/or type and condition of the dwelling.

SECTION 26: SECURITY DEPOSIT

The owner establishes the amount of the security deposit to be charged to the family. The security deposit should be consistent with private market practice or security deposits for the owner's unassisted units. When the tenant moves out of the dwelling unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the family, damages to the unit and for other amounts owed by the family under the lease. The owner must supply the tenant with an itemized statement of all charges that includes the dollar amount of each item. The owner must promptly refund any remainder of the security deposit to the tenant.
NOTE: If the security deposit is not sufficient to cover amounts owed under the lease by the family, the owner may seek to collect the balance from the family. The Housing Authority is not responsible for any damages to the dwelling and will not process any damage claims for HAP Contracts executed after October 2, 1995.

SECTION 27: TERMINATION of TENANCY by OWNER

Reasons for Termination:

The owner cannot not terminate the tenancy of the family except for any of the following:
a Serious or repeated violation of the terms and conditions of the Lease;
b. Criminal Activity by the tenant, household member, guest or other persons under the family's control.
c. Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises;
d. Other good cause, which may include, but is not limited to:
   1. Failure of the family to accept the offer of a new lease or revision;
   2. Family history of disturbance of neighbors or destruction of property;
   3. Living or housekeeping habits resulting in damage to the unit or premises;
   4. Owner's desire to use the unit for personal or family use or for a purpose other than as a residential rental unit;
   5. Business or economic reason for termination in which case the owner must give the tenant a ninety (90) day notice.

2. **Eviction by Court Action:**

The owner may evict the family from the unit only by instituting a court action. The owner must notify the HA, in writing of the commencement of procedures at the same time the owner gives notice to the family.

3. **Written Notice:**

The owner must provide written notice of not less than ninety (90) days before termination of a tenant-based HAP contract and not less than one (1) year before termination of a prefect-based or moderate rehabilitation HAP contract. Copies must be provided to the HA.

4. **Termination during First Year:**

During the first year of the lease, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the due to something the family did or failed to do.

SECTION 28: TERMINATION of HAP CONTRACT

Unit Size Inappropriate:

If the HA determines that a unit does not meet the HQS for size due to a change in family composition, the HA must issue the family a new voucher. The family must find an appropriate size unit as soon as possible whereby a new lease and contract will be prepared.

2. **Breach of Contract:**

The HA may terminate the HAP contract if the owner breaches the contract.

3. **Automatic Termination:**

The HAP contract terminates automatically one hundred eighty (180) calendar days after the last housing assistance payment to owner.

SECTION 29: ORGANIZATIONAL PLAN:

1. **Board of Directors:**

A five (5) member Board of Directors sets and approves PHA policies, approves operating budgets, major contracts and hires the Executive Director. Each Board member is appointed by a designated public official and serves a five (5) year uncompensated term. There are no term limits.

2. **Executive Director:**

The Executive Director is responsible for administration of the Section 8 Voucher Program.

3. **Supervisor/Coordinator:**

The Section 8 Voucher Supervisor/Coordinator is responsible for the day-to-day operation of the Section 8 Voucher Program. Some of the major duties include: program applications, applicant briefings, issuing vouchers, public relations, HQS inspections (quality control inspections), certifications and re-certifications of program participants, preparation of Section 8 reports, FSS coordination, and attend program-related meetings

4. **Administrative Assistant:**

The Administrative Assistant prepares and issues the Section 8 Voucher monthly HAP checks, prepares and/or assists with financial reports, and assists the Executive Director in Program administration

5. **Housing Assistant:**

The Housing Assistant performs a variety of clerical duties related to the Section 8 Voucher Program under the direction of the Section 8 Supervisor, Administrative Assistant and/or Executive Director.

6. **Inspector:**

The Inspector performs all Voucher inspections, completes inspection forms and reports, and corresponds with tenants and owners and other clerical duties in the Section 8 Program under the direction of the Executive Director.

SECTION 30: SPECIAL HOUSING TYPES

1. The following types of housing cannot be assisted by the Housing Authority in the tenant-based programs:
   a. Public or Indian Housing units;
   b. Units receiving project-based assistance under Section 8 of the 1937Act (42 U.S.C. 1437F);
   c. Nursing homes, board/care homes, or facilities providing continual psychiatric, medical, or nursing services;
   d. College or other dormitories;
   e. Units on the grounds of penal, reformatory, medical, mental and similar public or private institutions;
   f. Units occupied by their owner or by a person with any interest in the dwelling unit; however, assistance may be provided for a family residing in a cooperative.
   g. Units owned by the Housing Authority that administers the assistance under the *Consolidated Annual Contributions Contract CACC* including units owned by an entity substantially controlled by the HA; may be assisted under the tenant based program if:
      1. The family has been informed by the HA both orally and in writing that the family has the right to select any

eligible dwelling unit and a HA owned unit is selected by the family without HA pressure or steering;
2. The unit is not ineligible housing;
3. During assisted occupancy, the family does not benefit from any form of housing subsidy;
4. The initial rent to owner has been approved by HUD before execution of the HAP contract and commencement of the assisted lease term; and
5. Any adjustment of the rent to owner is approved in advance by HUD.

2. A family may not receive the benefit of tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy for the same unit or for a different unit:
a. Public or Indian Housing Assistance;
b. Other Section 8 assistance including other tenant based assistance;
c. Assistance under former Section 23 of the U.S. Housing Act of 1037 before the amendment by the Housing and Community Development of 1974;
d. Section 101 rent supplements;
e. Section 236 rental assistance payments;
f. Tenant-based assistance under the HOME Program;
g. Rental assistance payments under Section 521 of the Housing Act of 1949 (a Farmers Home Administration program);
h. Any local or State rent subsidy;
i. Any other duplicate Federal, State, or local housing component of a welfare payment, a social security payment received by the family or a rent reduction due to a tax credit.

3. The Housing Authority, as owner, is subject to the same program requirements that apply to other owners in the program.

4. This Housing Authority has elected not to permit use of any of the following in its Section 8 Program:
a. Single room occupancy housing;
b. Congregate housing;
c. Group home;
d. Shared housing; or
e. Cooperative housing;
‹ception: If a special housing type is needed as a reasonable accommodation so that the dwelling is readily accessible to and usable by persons with disabilities (in accordance with 24 CFR part 8).

5. Assistance for residence in a manufactured home:
a. A family may reside in a manufactured home with assistance under the program;
b. The HA must permit a family to lease a manufactured home and space with assistance under the program;
c. The HA may provide assistance for a family that owns the manufactured home and leases only the space.
d. A manufactured home must meet all HQS requirements;
e. A manufactured home must be placed on the site in a stable manner and must be free from hazards such as sliding or wind damage;
f. A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding;

6. Space rental:
a. Rent to owner for the manufactured home space includes payment for maintenance and services that the owner must provide to the tenant under the lease of the space;
b. Rent to owner does not include the cost of utilities and trash collection for the manufactured home; however, the owner may charge the family a fee for the cost of utilities or trash collection provided by the owner;
c. During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent;
d. The HA will not approve a lease for a manufactured home space until the HA determines that the initial rent to owner for the space is a reasonable rent. The HA will compare this rent to that of other comparable manufactured home space. The location, size of the space, services and maintenance provided by the owner in accordance with the lease are factors used in making this determination;
e The owner of the manufactured home space is required to certify that the rent for the space is not more than rent charged by the owner for unassisted rental of comparable spaces;
The FMR for a manufactured home space is determined in accordance with 24 CFR 888.113(e). Exception

rents do not apply to rental of a manufactured home space.
g. The initial rent to owner for leasing a manufactured home space cannot exceed the published FMR for a manufactured home space.
h. The amount of the monthly housing assistance payment equals the lesser of:
1. Manufactured home space cost minus the higher of;
2. The total tenant payment; or
3. The minimum rent as required by law.
4. The rent to owner for the manufactured home space.
i. The current payment standard is used in calculating the monthly housing assistance payment for a family; the FMR is published by HUD for rental of a manufactured home space.
j. The amount of the monthly housing assistance payment for a family equals the lesser of:
1. An amount obtained by subtracting thirty percent (30%) of the family's monthly adjusted gross income from the sum of;
a. The amortization cost;
b. The utility allowance; and
c. The payment standard.
k. In determining a family's annual income, the value of equity in the manufactured home owned by the assisted family and in which the family resides is not counted as a family asset.
l. The HA must establish utility allowances for manufactured home space rental. For the first twelve 12) months of the initial lease term only, the allowances must include a reasonable amount for utility hook-up charges payable by the family if the family actually incurs the expenses due to relocation. Utility allowances for manufactured home space will not include costs payable by a family to cover the digging of a well or installation of a septic system.

SECTION 31: FAMILY SELF-SUFFICIENCY (FSS) PROGRAMS

1.**Goal:**

main goal of the FSS Program is to help low and very low income families achieve self-sufficiency by becoming independent, productive members of the community whereby they may leave public assistance systems or low-paying jobs to acquire more stable, higher paying jobs and to alleviate dependency on public assistance programs.

2.**Selection:**

Families will be selected from those currently participating in the HA's Section 8 Voucher Program. Selection will be based without regard to race, color, religion, sex, handicap, familial status or national origin. Before a contract is executed, each eligible family is briefed about the program rules and regulations and must fully understand the terms of the program and its obligations. Interested families must complete a *FSS Program Intent to Participate* form. A needs assessment will be conducted for each family applying for FSS participation. The PHA will utilize a standard evaluation form for screening families to determine specific needs of available support services as well as eligibility criteria. Inquiries related to the family's interest in participating will be made at the initial Section 8 lease-up and at each recertification. Selection will be denied to a family who previously participated in FSS and did not meet the obligations set forth and/or a family owing money to the HA. The head of household must be an adult eighteen (18) years of age or older. Selection of participants who are currently enrolled in similar types of programs will not exceed fifty percent (50%). The HA will use a systematic and objective approach in the selection of participants. The date of completion of the *FSS Program Intent to Participate* form will also be used in the selection process.

3. **Incentives to Participate:**
a. Achieve self-sufficiency;
b. Improve quality of life;
c. Become a more productive and responsible citizen;
d. Family escrow account

4. **Interim Goals:**

oals will be established with the family with specified achievement dates. This provides a means to track the family's progress in achieving self-sufficiency. Any family receiving public assistance shall establish a goal to become ir ıendent of and remain independent from public assistance for no less than one (1) year prior to expiration of the

Contract of Participation, including any extension.

5. **Supportive Services:**

Supportive services will be provided to the fullest extent available to any family participating in the FSS Program through various social service agencies available n the area as determined necessary in the needs assessment.

Portability:

Families participating in the FSS Program must lease a dwelling unit located in the jurisdiction of Perry Metropolitan Housing Authority for a minimum of twelve (12) months after the effective date of the *Contract of Participation* with the HA. The family is permitted to move only after the twelve (12) month period, as per regulations outlined in 24 CFR parts 882 and 887. If the family relocates outside the jurisdiction of the HA, they will continue to participate in FSS if they can demonstrate to the satisfaction of the HA that the obligations of the *Contract of Participation* can still be fulfilled.

7. **Contract of Participation:**

A Family Self-Sufficiency Program *Contract of Participation*, as prepared by the U.S. Department of Housing and Urban Development, will be executed between the participating family and the HA. This contract will be considered null and void unless signed and dated by the head of household and an official of the HA. A copy of the contract will be provided to the participating family.

8. **Escrow Account:**

The HA will deposit the self-sufficiency account funds for all participating families into a depository account as prescribed in 24 CFR part 984.305. Any FSS family that has not paid their contribution toward rent or other amounts owed to he owner or PHA or are in violation of any written agreement will have their escrow reduced by that amount before prorating any interest income. If the family has failed to report all income, the amount credited to the FSS account will be based upon the income amounts originally reported by the family to the HA. The formula for determining the FSS escrow amounts will be based on that prescribed by the Department of Housing and Urban Development (24CFR Section 984.305).

9. **Escrow Interim Withdrawals:**

Interim withdrawals can be made by the head of household, before the expiration date if the HA has determined that the family has fulfilled its obligations under the *Contract of Participation*. Withdrawals must be for self-sufficiency reasons. The head of household must certify that no member of the family is receiving public assistance.

Completion of Contract of Participation:

The *Contract of Participation* will be considered complete for any of the following:

a. The family has fulfilled its obligations under the *Contract of Participation*;
b. Thirty percent (30%) of monthly adjusted income equals or exceeds the FMR for the size of unit the FSS family qualifies based on the HA's occupancy standards even though the contract term has not expired.

11. **Termination of Contract:**

The *Contract of Participation* can be terminated by mutual consent of the family and the HA. The Contract will be terminated automatically if the Section 8 assistance is terminated, the family fails to meet its obligations, or such other act as is deemed inconsistent with the purpose of the FSS program or by operation of the law.

12. **Program Coordination:**

The HA will provide assistance to FSS participants as follows:

a. Outreach to current Section 8 participants in Perry County, Ohio;
b Establish and maintain a waiting list;
c. Conduct interview and needs assessments;
d. Coordinate needs assessment with supportive services, as available;
e. Refer family to appropriate support services;
f. Conduct home visits for program compliance, as necessary;
g. Assist family with referrals to employers, ministries, fraternal organizations, etc.
h. Assist family when suspected risk of program termination becomes evident to provide encouragement and instruction to family;
i. Ascertain if the family's program goals have been or will be met;
j. Make adjustments to the *Contract of Participation*, if necessary, to enable the family to reasonably meet goals and dates and to allow for changes in family status.

13. **Service Providers::**

Perry County Jobs and Family Services
Perry County Board of MRDD
Tri-County Community Action
Perry County Commissioners
ALPHA Program
Central Perry County Ministerial Association
Family Life Education: MEOVSD
OSU Extension Service, Perry County
Perry Counseling Center
Perry County Drug and Alcohol Abuse
Perry County Health Department
Perry County Office of Education
Perry County Pre-Natal Clinic
Perry County Probate Juvenile Court
Perry County Well Child Clinic
Perry County WIC Program
Perry County Emergency Assistance Program
Planned Parenthood
Transitions, Inc.
Tri-County Vocational School Family Life Education
NOTE: Other providers not listed may be available if determined necessary through needs assessment of the family.

14. **Continued Outreach:**

The HA will include information about the Family Self-Sufficiency Program at all Section 8 briefing sessions and at each recertification. Those interested will be asked to sign a "*FSS Program Intent to Participate*" form.

5. **Program Violations:**

Any verified program violation will be documented in the tenant file with corrective action to be taken and dates included. family can request an informal conference with the HA in reference to the violation and documentation, as per 24 CFR 882.216.

SECTION 32: COLLECTION LOSSES

1 Upon determination of the amount due and owing the HA, a written statement will be sent to the tenant with an itemized list of charges. The statement will inform the tenant that the balance is due within thirty (30) days or a repayment agreement with the HA must be signed.

2. If the tenant fails to acknowledge the initial statement by either payment in full or signing a repayment agreement, a second statement will be sent to the tenant thirty (30) days after the initial statement was issued.

3 If the tenant fails to acknowledge the initial statement and the second statement by either full payment or signing a repayment agreement, the amount due and owing will be submitted to the Board of Directors for approval as a collection loss. Further collection attempts will then by handled by the Zanesville Credit Bureau.

4. The Credit Bureau will retain forty percent (40%) of the amount received from the tenant and sixty percent (60%) will be retained by the HA which is credited to the tenant's account. (The amount retained by the Credit bureau will be charged against account 4190).

5. When all collection methods have been exhausted, the amount due and owing the HA will be reviewed by the Board of Directors with a Board Resolution prepared to support the collection loss.

SECTION 33: REPAYMENT AGREEMENT

1. If the family fails to make payment in full of monies owed to the HA, a *Repayment Agreement* must be executed to r amounts owed. The HA may prescribe the terms of the agreement. The family is responsible to fulfill its obligation

under the terms of the agreement to remain in good standing with the HA.
2. If the family fails to honor the *Repayment Agreement* , the HA will not renew the lease at the next annual recertification.

SECTION 34: PRIOR LIABILITY in a SUBSIDIZED UNIT

If a family fails to satisfy liability for unpaid rent or damages or has vacated a unit in violation of their lease, they are required to set up a payment plan with the manager of the subsidized project or a collection agency. A good payment history must be established for a minimum six (6) month period. It is the sole discretion of the HA to approve an application based on the payment history. If a prior participant has a judgment filed and was ordered to make restitution, they are ineligible for participation in the program until the judgment has been paid in full.

SECTION 35: EFFECTIVE DATE of CONTRACT

1. All new HAP contracts will be effective on the first day of a month. If the contract is signed in the middle of a month it will be effective the first day of the following month.
2. The Section 8 Program will no longer prorate payments, except:
   a When a portability family is coming from another county; or
   b.When a Section 8 unit has been in HQS violation and the unit is being reinstated.

SECTION 36: SUBSIDY STANDARDS

1 The family must use the assisted unit for residence of the family;
2. The assisted unit must be the family's only residence;
3. The composition of the assisted family must be approved by the HA;
   4. The family must promptly inform the HA of the birth, adoption or court-awarded custody of a child;
5. The family must request HA approval to add another person to the lease; the family must provide the HA a written statement from the owner stating that they are willing to let that person reside in the unit;
6. Upon HA approval, a foster child or live-in aide may reside in the unit.

SECTION 37: DECONCENTRATION

Perry MHA's de-concentration objective is to admit no less than seventy-five percent (75%) of its new admissions to the Section 8 Program to families that have income at or below thirty percent (30%) of the area median income. The HA can track the status of all new admissions each month through computer generated utilization reports to monitor the percentage. If the HA is not reaching its goal any given month, families will be skipped on the waiting list to admit families that have income at or below thirty percent (30%) of area median income. This will continue until the HA achieves its goal.

SECTION 38: MANUFACTURED HOME SPACE

As per Section 982.620-624 (FR#63 dated 4/30/98), a family may reside in a manufactured home with assistance. The family can lease a manufactured home and space with assistance or own the manufactured home and lease the space. The payment standard used is 40% of the current Fair Market Rent; the utility allowance used is 40% of the current utility allowance for a 2 bedroom, one story unit. Housing Quality Standards (HQS) Sections 982.622-624 apply to a manufactured home owner leasing the manufactured home space.

Section 8 Housing Choice Voucher

HOMEOWNERSHIP PROGRAM

Provided by

PERRY METROPOLITAN HOUSING AUTHORITY
26 Brown Circle Drive
Crooksville, Ohio 43731

Perry Metropolitan Housing Authority
26 Brown Circle Drive
Crooksville, Ohio 43731

Section 8 Housing Choice Homeownership Program

Background

The *Quality Housing and Work Responsibility Act* of 1998 has established that local Housing Authorities may adopt a homeownership program within the Section 8 Housing Choice Voucher Program. In order to increase the housing choice options within Perry County, Ohio, the Perry Metropolitan Housing Authority (PMHA) has chosen to develop such a program in compliance with federal regulations published September 12, 2000 identified as *24 CFR 982.625*.

Eligible participants for the homeownership program must have completed an initial Section 8 lease term, must not owe PMHA or any other subsidized housing program any outstanding debt and must meet the eligibility criteria set forth herein.

The implementation date will be July 01, 2003.

Number of Vouchers Available for Homeownership

PMHA will issue a total of three (3) Housing Choice Voucher certificates to eligible participants per calendar year. PMHA will continue to add three (3) qualified participants in each subsequent calendar year up to year ten (10); maximum number of homeownership participants will be thirty (30).

If, in any year, the homeownership options are not used, they will return to the rental Voucher pool. PMHA will not increase the subsequent year homeownership participant number to meet the target homeownership participant goal. If PMHA has not achieved the target goal of thirty (30) at year ten (10), it will continue providing homeownership options until the maximum number has been met.

If a participant exits the homeownership program, that voucher will be returned to the rental Voucher pool. The Authority will continue providing the homeownership option in a manner to assure program stability.

PMHA will review this program annually and adjust program goals, if necessary, in conjunction with submission of the PHA's *Annual Plan*. PMHA reserves the right to discontinue the homeownership option subject to public notification. Existing homeownership participants may continue until such time they exit the program.

Eligibility

The homeownership program is open to current Section 8 *Housing Choice Voucher Program* participants who meet the following criteria:

1. The family is a current Section 8 *Housing Choice Voucher* participant who:
   a. Has completed an initial lease term of no less than twelve (12) months; and
   b. Is in full compliance of all program regulations
2. The family meets the criteria established for a first-time homeowner

3. The family meets the following income guidelines:
   a. One (1) or more adult members of the family must be employed full-time (average thirty (30) hours per week)
   b. Annual income of the adult members of the family must be no less than the current federal minimum wage multiplied by 2000.
   c. Except in the case of an elderly or disabled family, welfare assistance will not count in determining annual income under this section. NOTE: Any welfare assistance is including in the calculation of your homeownership assistance payments.
   d. The employed adult must have been continuously employed full-time for one (1) year.
   e. Elderly, handicapped, and disabled families are exempt from the employment requirement
   f. Families that have previously participated in this program and defaulted on the mortgage are not eligible
4. The family does not have any debt to PMHA or any other subsidized housing program.

Work Interruptions

PMHA will consider the following interruptions of the twelve (12) month work requirements as exceptions to the continuous work rule:

1. Pregnancy leaves for up to two (2) months.
2. Interruptions that were not within the control of the individual (i.e. plant closing, strikes, lay-offs)
3. Breaks in work to attend training or higher education to improve employability.
4. PMHA will count successive jobs during the twelve (12) month period if the adult obtained more than one (1) job.
5. Any other considerations will be reviewed at the discretion of PMHA.

Program Requirements

Prior to being issued a homeownership voucher, the prospective participate must complete the following:

1. Homeownership Counseling: The family must attend and satisfactorily complete the pre-assistance counseling program provided by PMHA. This counseling will include topics on home maintenance, budgeting and money management, credit counseling, purchase price negotiation, obtaining homeownership financing and loan pre-approvals, locating the dwelling with the jurisdiction of PMHA, advantages of purchasing in an area that does not have a high concentration of low-income families, fair housing, real estate settlement procedures and predatory lending issues. PMHA has the discretion to adapt the covered subject to local circumstances and the needs of the individual families.
2. PMHA Assessment: The family will be required to meet with PMHA who will review their financial status. A copy of the family's credit report will be obtained and an estimate of total household expenses will be developed. Based upon the financial information obtained, PMHA will prepare a homeownership calculation worksheet which will include available housing assistance and the total tenant payment.
3. Financial Commitment of Participant: A minimum downpayment requirement of at least three percent (3%) of the purchase price and requires that at least one percent (1%) of the purchase price come from the family's own resources.
4. Financing Requirements: PMHA requires the following for financing the purchase of the home under the Section 8 homeownership program:
   a. Be provided, insured, or guaranteed by the State or Federal government; or
   b. Comply with secondary mortgage market underwriting standards; or
   c. Comply with generally accepted private sector underwriting requirements
   d. Seller financing is not an eligible financing option for this program
   e. Balloon payments will not be permitted in this program

The participants may choose any financial institution that meets these requirements. They may also choose to use Rural Development or products offered from the State of Ohio, or other governmental or non-profit entities.

First-time Homeowner

For the purposes of this program, first-time homeowner is defined as follows: a family of which no member has any present ownership or interest in a residence for a three (3) year period prior to the commencement of homeownership assistance. A single parent or displaced homemaker who, while married, owned a home with his/her spouse or resided in a home owned by his/her spouse will qualify for participation provided they also meet all other program requirements. A displaced homemaker is defined by *12 USC 12713.* Other definitions as they apply to this program are addressed in *24 CFR 982.4* and are included by this reference.

Eligible Housing

The participant is responsible for selecting the housing unit. For the purposes of this program, the participant may select from any of the following structures:

1. A single-family dwelling consisting of a house and the land upon which it is located.
2. A mobile or modular home, including land, which is deeded as real estate.
3. For the purposes of this program, PMHA will not allow the purchase of co-ops or SRO dwellings, congregate housing or mobile/modular homes without land
4. The Executive Director and/or the Board of Directors will review other proposed dwellings not listed herein to determine if they comply with the spirit of the program. If the proposed dwelling is denied, a written explanation will be provided.
5. The unit is either under construction or already existing at the time the family was determined eligible for the homeownership program.
6 The unit has been inspected by the PMHA *Housing Quality* inspector and also by an independent certified home inspector. The independent inspector is secured and paid for by the family. A copy of that inspection must be provided to PMHA.
7. The unit meets *Housing Quality Standards.*
8. The seller is not debarred, suspended or subject to a limited denial of participation in any HUD program.
9. Any unit located in a flood hazard area must be documented as such and must be insured for flood damage.

Inspections

PMHA will not commence homeownership assistance for a family until the Authority has inspected the unit for *Housing Quality Standards* and the unit meets all the HQS requirements. In addition, the prospective buyer must also hire an independent certified inspector to inspect the unit. Members of the *American Society for Home Inspection (ASHI)* or similar certifying organization can be submitted to the Housing Authority for approval prior to purchasing the inspection service. A copy of the inspection must be provided to the Authority. The independent inspection must cover all of the major building systems and components.

PMHA has the right to deny participation if the independent home inspection discloses unfavorable information even if the unit meets *HQS.* PMHA will conduct the *HQS* inspection at the initial participation.

Contract of Sale

Prior to commencement of homeownership participation, the prospective buyer must provide PMHA with a copy of the proposed purchase contract. At a minimum, the contract must contain the following information.

1. The location of the proposed home and a property description.
2. Identify the seller of the property
3. Specify the price, terms, and conditions of the seller to the purchaser.
4. Provide that the purchaser will arrange for a pre-purchase inspection of the unit by a professional

home inspection company of their choice and expense, as outlined in this agreement
5. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser and PMHA.
6. Provide that the purchaser is not responsible for any required repairs.
7. Contain a certification from the seller that the seller has not been debarred, suspended or subject to a limited denial of participation under part *24 CFR 982.628 (b)*.

Affordability

PMHA will develop an affordability plan with the program participant to assure affordability prior to the selection and purchase of a home. The plan will allow up to a maximum of thirty three percent (33%) of the prospective buyer's income for housing costs whereby the maximum debt to income ratio does not exceed forty five percent (45%) for all sources of debt; this amount does not include any amounts contributed from the HAP payments.

Upon completion of the affordability plan, the participant will select an appropriate financial institution and make arrangements to complete the mortgage application.

At the time the participant receives the loan commitment letter, the homeownership Voucher will be issued by PMHA.

Any participant that has excessive debt ratios or bad credit will be provided an opportunity to correct those deficiencies within twelve (12) months. Provided those corrections are made to the satisfaction of the Authority, they will become eligible to participate in the program at that time.

Issuance of Homeownership Voucher

Upon completion of the eligibility criteria set forth in this plan, the proposed homeownership participant will have one hundred eighty (180) day to locate a home and complete the closing. During that period, the homeowner participant will be required to report their progress monthly. The progress report will include the number of homes that the participant has researched, negotiations (if any), and a copy of any contractual documents that have been signed. PMHA has the discretion to grant additional time, if needed on a case-by-case basis.

Term of Assistance

The maximum term of assistance for a program participant will be determined as follows:
1. Fifteen (15) years if the initial mortgage term exceeds twenty (20) years.
2. Ten (10) years if the initial mortgage term is less than twenty (20) years.
3. Elderly and disabled families are exempt from the term limitation.
4. If, during the course of the homeownership assistance, the family ceases to qualify as an elderly or disabled family, the maximum term of the initial mortgage becomes applicable from the time the assistance commenced.
5. Families who no longer qualify for elderly or disabled status during the course of the homeownership assistance will be given six (6) months additional assistance if the maximum term has lapsed, provided the family is otherwise eligible for assistance.
6. If the family has received assistance for different homes or from different Housing Authorities, the total of such assistance cannot exceed the maximum term described herein.

Determination of Housing Assistance

PMHA will make a monthly housing assistance payment for the homeownership participant based upon the following:

1. The payment will be the lower of:
   a. The *payment standard* minus the *total tenant payment*
   b. The family's monthly homeownership expense minus the *total tenant payment*.
2. The *payment standard* will be the lower of:
   a. The *payment standard* for the family unit size; or
   b. The *payment standard* for the size of the home.
3. The *payment standard* for the family is the greater of:
   a. The *payment standard* will be in accordance with 2(a) or 2(b) above at the commencement of home-ownership assistance; or
   b. The payment standard will be determined in accordance with 2(a) or 2 (b) above at the most recent regular re-examination of family income and composition since the commencement of the homeownership assistance.

The Authority will use the same payment standard schedule, payment amount and subsidy standards pursuant to *24 CFR 982.402* and *982.503* for the homeownership vouchers.

Determination of Homeownership Expenses

PMHA will allow the following expenses in determining payment assistance:

1. Principal and interest on first mortgage of private residence
2. Property taxes and public assessments on private residence
3. Home insurance
4. Current utility allowance for the home
5. PMHA will consider certain expenses incurred to provide reasonable accommodation for a disabled person
6. Maintenance repair: $25.00/month (cost estimated from Public Housing Maintenance Repair Costs YTD (PUMs)
7. Major repair(s) and replacement(s) (a cost that exceeds $500.00): $30.00/month

Portability

A family may qualify to move outside the jurisdiction of PMHA. To be eligible for portability of homeownership, the following conditions must be met:

1. The receiving housing authority has an active homeownership program.
2. The homeowner has complied with all of the homeownership responsibilities and obligations including the recapture provision.
3. The receiving hosing authority has notified the initial housing authority of a home purchase within one hundred twenty days (120) of porting.
4. Continued assistance is subject to *24 CFS 982.637.*
5. The family is prohibited from moving more than once in a twelve (12) month period.

Move with Continued Assistance

An individual may choose to move and receive assistance under the *Homeownership Assistance Option.* To be eligible to receive continued assistance, the following conditions must be met:

1. PMHA cannot commence continued payment for a new unit so long as any family member retains title to the former unit.
2. A family cannot move to a new dwelling until twelve (12) months has lapsed on the initial home. After the initial period, the family is limited to one (1) move per twelve (12) month period.
3. PMHA will determine if the participant has met and continues to meet the homeownership criteria as established in this plan prior to moving to a new residence.

4. Pre-planning counseling and first-time homebuyer requirements do not apply to movers.
5. PMHA may deny continuing assistance if funding is not available or if the family has violated the conditions established for denial of continued assistance.

Recapture of Assistance

PMHA will recapture a percentage of the homeownership assistance provided to the family based upon the family's sale or refinancing of the dwelling. PMHA will require the participant to sign a mortgage to be registered with the Perry County Recorder. This mortgage can be subordinated to a refinanced mortgage.

The recapture of assistance will be based upon the criteria established in *24 CFR 982.640* and is included in this plan by reference.

Denial of Participation or Termination of Benefits

PMHA may terminate homeownership assistance if it's found that the family has violated any of the following conditions:

1 Per *24 CFR 982.552*, the family has participated in criminal activities
2.The family has failed to comply with the family obligations as established in *24 CFR 982.551* or *982.633.*
3. The family has defaulted on their mortgage and failed to comply with the conditions established under *24 CFR 982.638 (d).*

Perry Metropolitan Housing Authority
Section 8 Housing Choice Voucher Homeownership Option

Statement of Homeownership Obligations

I/we

_____

as participants in the Perry Metropolitan Housing Authority (PMHA) Homeownership Assistance Program, fully understand the following conditions regarding continued eligibility for housing assistance payments. This is in conjunction with ownership of a _____ located at _____. I/we further agree that:

1. The home will be occupied by the following family members:
   _____
   _____
   _____
   _____
   _____
   _____

2. The initial monthly *Housing Assistance Payment* will be $_____. It will begin on _____. The *Housing Assistance Payment* will be adjusted at least annually based on any changes in payment standards, homeownership costs, household income and/or household composition, in accordance with the *U.S. Department of Housing and Urban Development (HUD)* requirements.

3. The initial *Housing Assistance Payment* will be made as follows:
   $_____ will be paid by PMHA to lender _____ on behalf of the family
   $_____ will be paid by me/us (the homeowner) to the lender.

4. *Housing Assistance Payments* will be available for a maximum of ____ years unless the head of household or spouse qualifies as elderly or disabled. *Housing Assistance Payments* are contingent upon the family's compliance with the requirements of this *Statement of Homeownership Obligations*. The policies of the PMHA *Homeownership Assistance Program*, HUD Program requirements and upon continued appropriations to PMHA by HUD.

5. The family must report all family income from all sources and the names of all persons living in the household.

6. If, at any time, any member of the household has a change income, it must be reported immediately to PMHA.

7. If, at any time, any person moves in or out of the household, it must be reported immediately to PMHA.

8. *Housing Assistance Payments* will be made only for the months that the family is in residence of the dwelling and in compliance with all program requirements. Vacating the unit must be reported immediately to PMHA.

9. No member of the family can commit any fraud, bribery, or any other corrupt or criminal act in connection with the program.

10. No member of the family can participate in any illegal drug or violent criminal activity.

11. The family cannot sell, convey or transfer any interest in the dwelling to any entity or person prior to informing PMHA. *Housing Assistance Payments* will terminate with any sale, conveyance or transfer other than to a household member residing in the home.

12. The family must provide information to PMHA on any mortgage or other debt incurred to purchase a home and the refinancing of such debt.

13. The family must comply with terms of any mortgage security debt incurred to purchase the home and any refinancing of such debt. The family must immediately notify PMHA of any defaults on the mortgage debt incurred to purchase the home.

14. The family must promptly pay all utility bills.

15. The family must keep the premises in good repair and in a safe and sanitary condition.

16. The family must document, in conjunction with the annual re-examination, that they are current on mortgage, insurance taxes and utility payments.

17. If the family defaults on the mortgage debt and looses the home, they will not be able to use the Section 8 *Homeownership Voucher Assistance* for rental housing but may apply for the Section 8 *Waiting List* in accordance with PMHA policy.

18. The family must not sublet or lease the home.

19. PMHA is entitled to recapture of assistance based on criteria established in *24 CFR 982.640.*

I/WE UNDERSTAND THAT HOUSING ASSISTANCE WILL BE WITHHELD, RECOVERED, OR TERMINATED FOR ANY VIOLATION OF TERMS AND CONDITIONS OF THIS STATEMENT OF *HOMEOWNER RESPONSIBILITIES.*

Homebuyer's Signature	Date
Homebuyer's Signature	Date
PMHA Official	Date

Perry Metropolitan Housing Authority
Section 8 Homeownership

Request to Make Full Housing Assistance Payment (HAP) to Second Mortgage Lender

I, the undersigned, understand and agree that my *Housing Assistance Payment (HAP)* in the Section 8 Homeownership Program of Perry Metropolitan Housing Authority (PMHA) is based on my monthly income and is used to pay the principal and interest on my second mortgage loan with _____. I understand that the HAP can change annually based on adjustments to the payment standard and changes in my income.

I further understand that when the HAP exceeds the monthly second mortgage loan payment, that any excess will be paid directly to me by Perry Metropolitan Housing Authority.

Moreover, I understand that when the HAP is insufficient to pay the second mortgage payment to_____, that I am responsible for and will pay the difference to _____. I understand the PMHA is not responsible for the difference.

_____ _____
Head of Household Date

Statement of Homeowner Obligations Housing Choice Homeownership Voucher Program

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

OMB Approval No. 2577-0169
(exp. 07/31/2007)

Public Reporting Burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information.

This collection of information is authorized under Section 8(y) of the U.S. Housing Act. The information sets forth the family's obligations when participating in the homeownership program under the Housing Choice Voucher Program.

1. **Homeowner Obligations.** A family participating in the homeownership voucher program of the undersigned public housing agency (PHA) must follow the rules listed below in order to receive homeownership assistance. Any information the family supplies must be true and complete. Each family member (plus any PHA-approved live-in aide for rules associated with criminal activity or alcohol abuse) must:

A. Disclose and verify social security numbers and employer identification numbers, sign and submit consent forms for obtaining information (including criminal conviction records of adult household members), and supply any other information that the PHA or HUD determines to be necessary (including evidence of citizenship or eligible immigration status, information for use in determining eligibility to receive homeownership assistance, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition).

B. Submit any PHA-required reports on the family's progress in finding and purchasing a home.

C. Attend and satisfactorily complete any PHA-required homeownership and housing counseling.

D. Select and pay for a pre-purchase inspection by an independent professional inspector. The inspection must be conducted in accordance with PHA requirements.

E. Enter into a contract of sale with the seller of the unit and promptly provide a copy of the contract of sale to the PHA. The provisions of the contract of sale must comply with PHA requirements.

F. Obtain and maintain flood insurance for homes in special flood hazard areas.

G. Comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).

H. Promptly notify the PHA in writing when (1) the family is away from the home for an extended period of time in accordance with PHA policies, and (2) before the family moves out of the home. Supply any information or certification requested by the PHA to verify that the family is living in the home or information related to family absence from the home.

I. Only use the assisted home for residence by the PHA-approved family members, live-in aide or foster child. No other person may reside in the home. The home must be the family's only residence and no family member may have any ownership interest in any other residential property. Any legal profit making activities in the home must be incidental to the primary use of the home as a residence. The family must not lease any portion of the home or grounds.

J. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child, and request PHA written approval to add any other family member as an occupant of the home. Promptly notify the PHA in writing if any family member no longer lives in the home.

K. Supply any information as required by the PHA or HUD concerning: (1) any mortgage or other debt incurred to purchase the home, any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt; (2) any sale or other transfer of any interest in the home; or (3) the family's homeownership expenses.

L. Promptly notify the PHA in writing if the family defaults on a mortgage securing any debt incurred to purchase the home.

M. Not commit fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program. Not engage in drug-related criminal activity or violent criminal activity. Not engage in other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Not engage in or threaten abusive or violent behavior toward PHA staff. Not engage in other criminal activity which may threaten the health or safety of persons performing a contract administration function or responsibility on behalf of the PHA (including PHA staff and PHA contractor/subcontractor/agent staff).

N. Not lease, let, transfer or convey the home except to grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.

O. Not receive homeownership voucher program assistance while receiving another housing subsidy for the same home or a different unit under any duplicative Federal, State or local housing assistance program.

P. Comply with any additional PHA requirements for family search and purchase of a home and continuation of homeownership assistance for the family. The PHA must attach to this document a list of any such requirements.

2. Termination of assistance. Homeownership assistance may only be paid while the family is residing in the home. The PHA may deny or terminate homeownership assistance for any of the reasons listed below:

A. The family violates or has violated any family obligation under section 1.

B. Any member of the family has been evicted from federally assisted housing in the last five years, or any household member has been evicted from federally assisted housing for drug-related criminal activity in the last three years.

C. A PHA has ever terminated assistance under the certificate or voucher program for any member of the family.

D. The family currently owes any money to the PHA or another PHA in connection with Section 8 or public housing assistance. The family has not reimbursed any PHA for amounts paid to an owner under a housing assistance payments contract for rent, damages to the unit, or other amounts owed by the family. The family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.

E. Any household member is subject to a lifetime registration requirement under a State sex offender registration program.

F. Any household member has ever been convicted for manufacture or production of methamphetamine on the premises of federally assisted housing.

G. The family fails to comply, without good cause, with any family self-sufficiency program contract of participation.

H. The family fails, willfully and persistently, to fulfill any welfare-to-work program obligations.

I. The family has been dispossessed from the home pursuant to a judgment order of foreclosure on any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).

J. The PHA determines that homeownership assistance has been provided for the maximum term permitted under the homeownership voucher program, or it has been 180 calendar days since the last homeownership assistance payment on behalf of the family.

K. The PHA determines there is insufficient funding to provide continued homeownership assistance.

KEEP THIS DOCUMENT FOR YOUR RECORDS

Family

Name of Head of Household	Address, Telephone Number:

Names of Other Family Members

Signature of Family Representative	Date: (dd/mm/yyyy)

Public Housing Agency

Name of PHA	Address, Telephone Number:

PHA Representative Title

Signature of PHA Representative	Date: (dd/mm/yyyy)

PERRY METROPOLITAN HOUSING AUTHORITY

Administrative Office
26 Brown Circle Drive
Crooksville, Ohio 43731
(740) 982-5991
FAX (740) 982-1274

Section 8 Program
13000 Parkview Drive
Roseville, Ohio 43777
(740) 697-7412
FAX (740) 697-0411

Public Housing
13000 Parkview Drive
Roseville, Ohio 43777
(740) 697-0323
FAX (740) 697-0411

VIOLENCE AGAINST WOMEN POLICY

Perry Metropolitan Housing Authority will not deny assistance or admission to its Public Housing or Section 8 Housing Choice Voucher Programs to persons who are victims of domestic violence, dating violence, stalking or any type of domestic abuse; if the applicant otherwise qualifies for assistance.

Incidents or threats of abuse and/or criminal activity directly related to abuse engaged in by a member of a tenant's household or guest will not be construed as serious or repeated violations of the lease and will not be cause for termination of assistance or occupancy rights of the victim of such abuse.

In the event of domestic abuse assistance for certain family members can be terminated while permitting other members to continue receiving assistance; providing the culpable family member will no longer reside in the unit.

Any occupant who can be demonstrated to pose an actual or imminent threat to other tenants, the property or employees will have their assistance terminated immediately.

Any individual who claims domestic abuse must certify the abuse in writing. The certification must include the name of the perpetrator and any other statutorily required information. The certification must be provided to the Housing Authority within fourteen (14) business days after the individual receives a request for such certification from the PHA. If requested certification is not provided, assistance may be terminated and/or position on the waiting list may be changed. Certification may be self certified by the victim of abuse or may be certified by a third party (victim service provider, attorney, medical professional, etc. from whom the victim has sought assistance in addressing domestic abuse).

Tenants in the PHA's Public Housing program and the Section 8 Housing Choice Voucher program as well as HCV property owners will be notified by the PHA of their rights under section 6 of the US Housing Act of 1937.

Definitions of:

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

Dating Violence – violence committed by a person 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 following:

a. the length of the relationship
b. the type of relationship
c. the frequency of interaction between the persons involved in the relationship

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

Applicants who certify they are victims of domestic abuse will be given a preference on both the Public Housing and the Section 8 Housing Choice Voucher waiting list.

Perry Metropolitan Housing Authority will work with the local Department of Jobs and Family Services, Children's Services, Battered Women's Shelter, Salvation Army Homeless Shelter and Legal Ad to provide decent, safe and sanitary housing to victims of domestic abuse.

All information obtained by the PHA concerning domestic abuse will be kept strictly confidential and will be maintained in a locked file cabinet in the applicant/tenant's file.

PERRY METROPOLITAN HOUSING AUTHORITY

Administrative Office
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FAX (740) 982-1274

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In the event of domestic abuse assistance for certain family members can be terminated while permitting other members to continue receiving assistance; providing the culpable family member will no longer reside in the unit.

Any occupant who can be demonstrated to pose an actual or imminent threat to other tenants, the property or employees will have their assistance terminated immediately.

Any individual who claims domestic abuse must certify the abuse in writing. The certification must include the name of the perpetrator and any other statutorily required information. The certification must be provided to the Housing Authority within fourteen (14) business days after the individual receives a request for such certification from the PHA. If requested certification is not provided, assistance may be terminated and/or position on the waiting list may be changed. Certification may be self certified by the victim of abuse or may be certified by a third party (victim service provider, attorney, medical professional, etc. from whom the victim has sought assistance in addressing domestic abuse).

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

Dating Violence – violence committed by a person 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 following:

a. the length of the relationship

b. the type of relationship

c. the frequency of interaction between the persons involved in the relationship

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

Applicants who certify they are victims of domestic abuse will be given a preference on both the Public Housing and the Section 8 Housing Choice Voucher waiting list.

Perry Metropolitan Housing Authority will work with the local Department of Jobs and Family Services, Children's Services, Battered Women's Shelter, Salvation Army Homeless Shelter and Legal Ad to provide decent, safe and sanitary housing to victims of domestic abuse.

All information obtained by the PHA concerning domestic abuse will be kept strictly confidential and will be maintained in a locked file cabinet in the applicant/tenant's file.

PERRY METROPOLITAN HOUSING AUTHORITY

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FAX (740) 982-1274

Section 8 Program
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Roseville, Ohio 43777
(740) 697-7412
FAX (740) 697-0411

Public Housing
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Roseville, Ohio 43777
(740) 697-0323
FAX (740) 697-0411

Jerri Mahone
U.S. Department of Housing and Urban Development
Columbus Field Office
200 North High Street, Suite 700
Columbus, OH 43215

Dear Ms. Mahone:

Enclosed you will find the information you requested for the Five Year Plan for Perry Metropolitan Housing Authority (OH034).

If you require additional information please let me know.

Respectfully,

Sandra Harper

Sandra Harper, Executive Director

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PET POLICY

The pet rules and policies for *Perry Metropolitan Housing Authority (PHA)* are developed in accordance with the HUD regulations published in the Federal Register effective October 1, 1999. The pet rules for this project are incorporated into this policy. The rules adopted by this project are reasonably related to the legitimate interest of the *Perry Metropolitan Housing Authority* including;

1) The PHA's interest in providing decent, safe and sanitary living environment for existing and prospective tenants;

2) Protecting and preserving the physical condition of the project;

3) The PHA's financial interest in the project

Only common household pets will be accepted by the PHA.

Prior to a pet being accepted for keeping in a unit, the proposed owner must prepare and submit an *Application to Keep a Pet* to the PHA and enter into a *Pet Agreement*.

The pet owner must provide to the PHA the following:

1) Certificate signed by a licensed veterinarian or designated State or local authority or agent, stating that the pet has received all inoculations required by State or local law;

2) Statement signed by a licensed veterinarian that the animal is in good health, has no communicable diseases or pests and, in the case of dogs and cats, is spayed or neutered;

3) Name, address and phone number of two responsible parties to care for the pet if the owner is unable to care for the pet;

4) Sign a *Pet Agreement* stating that the tenant accepts complete responsibility for the care and cleaning of the pet and acknowledges the applicable rules;

5) Liability insurance policy on the pet no less than $100,000;

6) Pets must be licensed in accordance with applicable State/local laws and regulations;

7) A photo of the pet must be provided to the PHA which will be maintained in the resident's file

The pet must be re-registered at each annual recertification. The resident will be required, at that time, to provide written documentation that all inoculations are up-to-date and that the pet is in good health and suitable to be kept on the project.

Approval for keeping a pet will not be granted until all the above requirements have been met. When the resident is in compliance with the HA's *Pet Policy* and the *Pet Deposit* and the *Annual Fee* have been paid in full, the resident will be issued a sticker to place in the front window of their dwelling unit to identify that they are a registered pet owner.

PMHA will prohibit pets except birds, fish or caged rodents, as specified in this policy, and companion or service animals at Parkview Arms Apartments, being a 50 unit townhouse apartment complex in the community of Roseville. Due to the layout of the complex, pet ownership can create a situation that which could interfere with other residents' peaceful enjoyment of their accommodations.

Residents found to have pets in a unit where a sticker is not present will be considered in default of their dwelling lease. PMHA will begin procedures to have the pet removed from the premises and/or terminate the resident's tenancy.

The PHA shall refuse to register a pet if:

1) The pet is not a common household pet;

2) Keeping a pet would violate any applicable House Pet Rules;

3) Pet owner fails to provide complete pet registration information or fails annually to update the registration.

4) The PHA reasonably determines, based on the pet owner's habits and practices, that the pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective pet owner's ability to comply with the pet rules and other lease obligations.

The PHA may refuse to register a pet based on the determination that the pet owner is financially and/or physically unable to care for the pet or that the pet is inappropriate, based on the best interests of the property and/or other residents..

The PHA will notify the pet owner if the PHA refuses to register a pet. The notice shall state the basis for the action and shall be served in accordance with *HUD* requirements.

The notice of refusal to register a pet may be combined with a notice of pet violation.

The registration requirements may not conflict with State or local law.

Only one common household pet as outlined below will be permitted per dwelling and only under the following guidelines:

Dogs:
Maximum number per unit – one (1)
Maximum adult weight – twenty (20) pounds @ maturity
Must be housebroken
Must be spayed or neutered
Must have all required inoculations
Must be licensed and wear tags at all time

Cats:
Maximum number per unit – one (1)
Must be declawed
Must be spayed or neutered
Must have all required inoculations
Must be trained to use a litter box or other waste receptacle

Birds:
Maximum number per unit – one (1)
Must be enclosed inside a cage at all times

Fish:
Maximum aquarium size – twenty (20) gallons
Must be maintained on approved stand

Rodents (guinea pig, hamster or gerbil)
Must be enclosed inside an acceptable cage at all times
Must have all required inoculations

The resident shall be required to pay to the PHA a deposit and an annual fee for the purpose of defraying all reasonable costs directly attributable to the presence of a pet. PERRY METROPOLITAN HOUSING AUTHORITY requires a deposit to be paid plus the first annual fee **BEFORE** a pet can be brought into a unit, provided all other requirements have been met. The required deposit and annual fee are as follows:

Type of Pet	Security Deposit	Annual Fee
Dog or cat	same as dwelling Security Deposit for unit size	$50.00
Rodent	½ dwelling Security Deposit for unit size	$25.00
Fish or birds	¼ dwelling Security Deposit for unit size	$10.00

All reasonable expenses incurred by the PHA as the result of damages directly attributable to the presence of the pet in the dwelling or housing community shall be the sole responsibility of the resident. Charges for damages identified while the resident is in occupancy will be due thirty days from date of billing. Charges for damages identified after the tenant vacates will first be charged to the *Pet Deposit* and if necessary, any balance to the dwelling *Security Deposit*. The annual fee is non-refundable and will not be pro-rated in the event of move-out before the next annual recertification.

The expense of de-infestation of fleas in the resident's unit shall be the responsibility of the resident.

Legal expenses to recover unpaid charges may be commenced if a properly prepared and outlined invoice is not honored in a timely manner by the resident.

The *Pet Deposit* may be refunded when the tenant moves out or when the resident no longer keeps a pet, providing there are no damages or infestation to the unit or any part of the housing community as a direct result of the presence of the pet. Upon completion of an inspection by the PHA, the *Pet Deposit* will be disbursed as follows:

1) If no identified damages or infestation to dwelling or any part of the housing community, the deposit will be refunded to the resident within thirty (30)days of the inspection;

2) If damages or infestation to the dwelling or any part of the project are identified total charges will be deducted from the deposit. If any balance remains, it will be refunded to the resident. If any charges remain above the total amount of deposit the resident will be billed accordingly.

3) There shall be no refund of the annual fee.

Pets must be maintained within the pet owner's dwelling. When being taken outside the dwelling, the pet must be on a leash or be carried and kept under the control at all times by the owner or other household member no less than thirteen (13) years of age.

Resident MUST either be home or have the pet restrained or caged whenever an inspection and/or maintenance services are scheduled. If maintenance or the inspector enters a unit where an animal is not restrained, maintenance/inspection will not be performed and the resident pet owner shall be charged a fee of $25.00. If the situation occurs again, the pet will be removed from the premises by the proper agency. It will be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. The HA shall not be responsible if the pet escapes from the residence due to maintenance, inspections, or other HA planned activity.

Resident pet owners will acknowledge that other residents may have sensitivities related to pets or be easily frightened by them; the resident agrees to exercise common sense and courtesy with respect to the rights of other residents' peaceful, safe and quiet enjoyment of the premises.

Pets are, under no circumstances and at no time, allowed in the common areas including the lobby, community room and laundry room.

Residents are not allowed to exercise pets or permit pets to deposit waste on project premise outside the designated area. Designated areas are as follows:

Crooksville Housing:
Upper plateau directly behind Brown Circle Drive and the far most northern boundary area

Roseville Housing:
The western most part of the field behind Parkview near the fence line

Resident must control the noise of the pet so it does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their dwelling. Failure to control pet noise may result in removal of the pet from the premises and eviction of the resident.

Litter from litter boxes must be sealed in plastic trash bags and placed in the dumpster. Litter shall be changed at least twice a week and waste shall be separated from the litter daily.

Litter cannot be flushed down the toilet. Charges for unclogging the toilet due to improper disposal of pet waste will be billed to the resident

Litter boxes shall be kept inside the pet owner's unit on a tiled floor surface.

Pet owner shall be responsible for removing and disposing of the waste from the pet exercise area

caused by his/her pet by placing it in a sealed plastic trash bag and placing it in the dumpster.

Pet owner will be responsible for the immediate cleaning of any dirt or pet waste tracked through or deposited in any part of the housing community by his/her pet.

Any dwelling that must be fumigated at the time the unit is vacated will have the cost assessed to the resident.

Resident shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

No pet shall be left unattended in a unit for a period in excess of twelve (12) hours. Pet owners shall not alter their unit, patio, unit area, or common areas to create an enclosure for the animal.

Management may require the removal of a pet from the premises on a temporary or permanent basis for the following causes:

1) Creation of a nuisance after proper notification consistent with the *Pet Rules*

2) Excessive pet noise or odor with proper notification

3) Unruly or dangerous behavior

4) Excessive damage to the resident's unit and/or project

5) Repeated problems with vermin or flea infestation

6) Failure of the tenant to provide for adequate care of his/her pet

7) Leaving a pet unattended for more than twelve (12) hours

8) Failure of the tenant to provide adequate and appropriate vaccination of the pet

9) Tenant death and/or serious illness

10) Failure to observe any other rule contained in this section and not here listed upon proper notification

In the event that any pet owner violates these pet rules, Management shall provide notice of such violations as follows:

a. CREATION OF A NUISANCE:

1) The owner of any pet which creates a nuisance upon the grounds or by excessive noise, odor or unruly behavior shall be notified of such nuisance in writing by management and shall be given no more than ten (10) days to correct such nuisance.

2) Consistent with local and state ordinance, management shall take appropriate steps to remove a pet from the premises in the event that the pet owner fails to correct such a nuisance within the ten (10) day compliance period.

b. DANGEROUS BEHAVIOR:

1) Any pet which physically threatens and/or harms a resident, guest, staff member or other authorized person present upon the project grounds shall be considered dangerous.

2) Management shall provide written notification to the pet owner of dangerous behavior and the pet owner shall have no more than the (10) days to correct the animal's behavior or remove

the pet from the premises.

3) Consistent with local and state ordinance, management shall take appropriate steps to remove a pet from the premises in the event that the pet owner fails to correct the dangerous behavior of his/her pet within the compliance period.

4) Any pet which causes physical harm to any resident, guest, staff member or other authorized person present at the housing community shall be immediately removed from the the premises by the appropriate official(s).

Failure of a resident to correct the violation, request a meeting or appear at a requested meeting, may result in termination of the lease.

If a resident requests a meeting, the PHA will establish a mutually agreeable time and place for the meeting which will be scheduled no later than ten (10) days from the effective date of service of notice of the pet rule violation.

If the violation is not resolved at the meeting and the pet owner fails to correct the violation in the allotted time, the PHA shall serve notice to the resident to remove the pet within ten (10) days. Failure to comply may result in the resident's lease being terminated.

In case of the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet or in cases where pets appear to be poorly cared for or which are left unattended for longer than twelve (12) hours, the PHA will notify will the responsible party designated by the pet owner. If the responsible party(s) is unwilling or unable to care for the pet or if the PHA, despite reasonable efforts, has been unable to contact the responsible party(s), the PHA will contact the appropriate State or local authority. The PHA will request the removal of the pet, or the PHA may enter the unit, remove the pet and place it in a facility that will provide care and shelter until the owner or a representative is able to assume responsibility. The cost of the animal care facility shall be borne by the pet owner.

If a pet becomes vicious or displays symptoms of severe illness or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the PHA will refer the pet to the State or local authority authorized under applicable State or local law to remove the pet. Any pet that causes bodily injury to any resident, guest, or employee on the premises of Perry MHA will be removed from the premises without prior notification to the owner.

Visiting Pets

Short term visits by pets owned by non-residents are permitted but not to exceed forty eight (48) consecutive hours. The pet must meet all requirements that apply to resident owned pets. Residents permitting pets to remain longer than the forty eight (48) hour period are considered in violation of the *Pet Policy* and subject to termination of their dwelling lease. Extensions may be made to the length of stay for visiting pets at the discretion of the PHA. The resident must request the extension, in writing, to the PHA explaining the circumstances and reason(s) for the request. The PHA will immediately review the request and return its decision, in writing, to the resident.

Amended: RES 05-043 Carole Amanda

Executive Director

Date: 10/13/05

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D E C O N C E N T R A T I O N
Policy

PURPOSE: To promote increased income diversity at individual projects in the Public Housing Program as well as the Section 8 Programs

PROCEDURE:

1. The Admissions and Continued Occupancy Policy and the Application Policy both include that Perry Metropolitan Housing Authority will recognize eligible working families and those not considered low or very income families whenever possible for housing assistance. Three (3) points are given to all working families who are under 50% of the area median income and four (4) points are given to working families who are above 50% of the area median income in the PHA's Public Housing Tenant Selection System (waiting list). (4) points are given to working families on the S/8 Voucher Tenant Selection System (waiting list).

2. Deconcentration will allow for income diversity of all programs administered by Perry Metropolitan Housing Authority.

3. The number of extremely low-income families admitted to the Public Housing Program will not exceed 40% of total new families admitted during the PHA's fiscal year (Jan 01 - Dec 31).

4. The number of extremely low-income families admitted to the Section 8 Program will not exceed 75% of total new families admitted during the PHA's fiscal year (Jan 01 - Dec 31).

5. Additional incentives have been established to attract higher income families in both programs as well as retain those families currently being assisted with earned income and increased in earned income

which will attract and permit families at or ner area median income for housing.

6. The Admissions and Continued Occupancy Policy recognizes the following as allowable deductions:
   a. Medical: unreimbursed medical expenses (physicians, dentists, (prescription drugs, home health care, canes, crutches, walkers, wheelchairs, hospital beds, oxygen, health insurance premiums, eyeglasses/contact lens, hearing aids and hearing aid batteries).
   b. Working family or adult student: $480.00/annum/family
   c. Child Support: $480.00/annum/child
   d. Child care
   d. Regulations mandated through the Quality Housing Work Responsibility Act.

7. New regulations in addition to the PHA-determined allowances will permit higher income families to projects OH34-002. With limited housing options in the general area, this will attract higher income families and improve community perception of assisted housing.

8. Other local agencies with Cooperative Plans with Perry MHA will also be a source of reference for applicants with higher incomes with housing needs.

9. The excellent local perception of the housing programs administered by Perry Metropolitan Housing Authority will also assist in attracting families with higher incomes.

Approved: Carla Amanda

Date: 9/24/08

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TENANT GRIEVANCE POLICY and PROCEDURE

PURPOSE: To establish a procedure to resolve tenant/management disputes and provide the tenant an opportunity for either an informal conference and/or a formal hearing, if so requested as set forth in the following sections of *24 CFR:*

966.4 *Lease Requirements*
966.50/51 *Applicability*
966.56 *Procedures Governing the Hearing*
966.57 *Decision of the Hearing Officer or Hearing Panel*

PRINCIPLE:
To assure tenant is afforded the opportunity for either an informal conference or formal hearing, if tenant disputes any action or failure to act by Perry Metropolitan Housing Authority, hereinafter known as PMHA regarding the dwelling lease and any PMHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.

PROCEDURE:
Disputes concerning obligations of the tenant and/or PMHA will be reviewed in the following order if the tenant involved properly requests the matter to be resolved:

a. Informal Conference
b. Formal Hearing

Any adult eighteen (18) years of age and older currently occupying a dwelling unit under the jurisdiction of PMHA and who executed the lease with the PMHA may request a conference. If no such person now resides in the unit, the person who is now head of household for that tenant family still residing in the dwelling may request a conference.

PMHA must provide reasonable accommodation for persons with disabilities to participate in the conference and hearing. Reasonable accommodation may include qualified sign language interpreters, readers and accessible locations. If the tenant is visually impaired, any required notice to the tenant must be in an accessible format.

INFORMAL CONFERENCE:

Request for Informal Conference:
Tenants must request the conference in writing or orally within forty-eight (48) hours after the date of *the issuance of a written complaint or a Preliminary Notice of Termination of Lease or a Notice of Lease Termination* or ten (10) days if issued a *Notice of Non-Renewal of Dwelling Lease.* It shall be so noted that it is the responsibility of the Project Manager to make the determination that an infraction of the lease agreement has been committed and shall be responsible for the issuance of the lease termination. The Executive Director is not to be notified or consulted concerning this issue and shall only be notified of such after a lease termination/written complaint has been issued.
The request for a conference must be submitted, in writing or orally, to the tenant's respective Management Office and must include the following:

1. Tenant's name
2. Tenant's address
3. Reason for the request for a conference
4. Action or relief sought by tenant
5. Signed and dated by tenant

If the request is made orally, the PMHA employee receiving it shall write down the information as noted in the preceding paragraph (# 1-5) and have the form signed and dated by tenant. An oral complaint must be made in person at the tenant's respective Management Office.

Procedure Subsequent to Request for Informal Conference:
Upon receipt of the request for an informal conference, the PMHA will notify the tenant in writing of the date, time and location of the conference on the appropriate form.

Attendance at Informal Conference:
Those required to be present for the conference will be the following:

1. Tenant(s) involved
2. Project Manager (if public housing issue)
3. Any PMHA staff (public housing) if involved in the dispute
4. Program Supervisor Housing Choice Voucher Program (if Voucher Program issue)
5. Any PMHA staff (Voucher Program) if involved in the dispute
6. Witness(es) to the dispute, if applicable.

How Conducted:
The conference will be conducted as a private conference unless otherwise requested, in writing, by the tenant(s) involved and will be controlled by the Project Manager of the residence of the complainant unless said manager is a part of the dispute. In such an instance, another PMHA Project Manager shall conduct said conference. Written notes or tape recording of the informal conference shall be made by PMHA.
Within three (3) business days of the conclusion of the conference, PMHA will prepare a brief written summary of the conference that will contain the following:

1. Names of the participants
2. Date of informal conference
3. Brief outline of the discussion, the decision made on the issue and the reasons for the decision
4. The procedures by which a formal hearing may be requested if the complainant is not satisfied with the results of the informal conference.

A copy of the summary shall be mailed (proof of mailing obtained by PMHA) and/or hand delivered to all involved persons and a copy placed within the tenant's file (correspondence section).

Failure to Request Conference:
If the tenant fails to request the informal conference within the forty-eight (48) hour period as referenced in # 3 above or fails to show at the conference, the tenant waives his/her right to any further grievance proceedings.

Objection to Informal Conference Decision:
If the tenant continues to disagree with the decision of the PMHA, he/she may file a written request for a formal hearing at the tenant's respective Management Office. PMHA must receive the request within forty-eight (48) hours from the date the informal conference summary decision was received by the complainant. Said request for a formal hearing must include the following:

1. Tenant's name
2. Tenant's address
3. Reason for the request for hearing
4 Action or relief sought
5. Signed and dated by tenant

If the complainant fails to request a formal hearing, the disposition of the informal conference/grievance shall become final. However, failure to request a formal hearing does not constitute a waiver by the complainant of his/her right thereafter to contest the PMHA's action in disposing of the complainant in an appropriate judicial proceeding.

FORMAL HEARING:

Hearing Panel:
PMHA has opted to use a hearing panel for the formal hearing. This panel shall consist of three (03) individuals and appointed by PMHA. Those persons appointed to the hearing panel will consist of impartial persons who will provide a fair and non-biased review of the issue at hand.
Prior to the final appointment of the hearing panel, the proposed panel members' names will be provided to the Resident Organization. If the Resident Organization has any recommendations or objections, they shall immediately make a submission of its recommendations or objections in writing to the Executive Director; if the Executive Director is part of the dispute, to the Board of Directors of PMHA. Panel members shall consist of the following:

1. Individual of Resident Organization:
Said individual shall be the Chairperson/President of the Resident Organization if such person is not involved in the dispute that gave rise to the hearing. If said person is involved, then another person of the Resident Organization shall be selected by said organization.
2. Employee of PMHA:
Said individual shall be selected by or be the Executive Director of PMHA so long as the Executive Director is not involved in the dispute that gave rise to the hearing. Said individual shall be a non-involved employee of PMHA or a supervisor of the involved employee. If the Executive Director is involved in the subject dispute, the PMHA panel member will be appointed by its Board of Directors Further, the PMHA member shall be a person other than one who made or approved the PMHA action under review or a subordinate of said person.

3.Individual with Housing Management Background: Said individual shall be selected by the Executive Director of PMHA and shall be a person who is not a resident of PMHA, who is not an employee of PMHA, and who has a background in housing management. If the Executive Director of PMHA is involved in the subject dispute, the PMHA Board of Directors shall appoint this panel member. Persons eligible to serve as this panel member shall be those who meet the criteria set forth within this paragraph, the criteria further described below, and who are associated with the apartment complexes (public or private) that are listed in a current Ohio telephone directory.

Grievances Involving Rent:
Before a hearing is scheduled in any grievance involving the amount of rent that the PHA claims is due, the family must pay an escrow deposit to the PMHA. When a family is required to make an escrow deposit, the amount is the rent the PMHA states is due and payable as of the first of the month preceding the month in which the family's act or failure to act took place. After the first deposit, the family must deposit the same amount monthly until the family's complaint is resolved by decision of the hearing panel. The PMHA will waive the requirement for an escrow deposit where required by Section 5.630 or Title 24 of the CFR (financial hardship exemption from minimum rent requirements) or Section 5.615 of Title 24 of the CFR (effect of welfare benefits reduction in calculation of family income). Unless the PHA waives the requirement, the family's failure to make the escrow deposit will terminate the grievance procedure. A family's failure to pay the escrow deposit does not waive the family's right to contest in any appropriate judicial preceding the PMHA'S disposition of the grievance.

Attendance at Formal Hearing:
Those persons to be present for the formal hearing include the following
1. Tenant(s) involved in the dispute which must be the same that attended the informal conference
2. A representative to speak for the tenant (if desired) and/or legal counsel
3. The Hearing Panel
4. Witnesses
5. A representative to speak for the PMHA and/or legal counsel

Private/Other Hearing:
The formal hearing will be conducted as a private hearing unless requested otherwise in writing by the tenant(s) involved.

Selection of Hearing Panel Chairperson.
The Executive Director of PMHA shall choose an individual, who will serve as the head panel member or Chairperson. If the Executive Director is seated as a hearing member, he/she shall contact the two (2) remaining panel members and request they appoint the Chairperson. In this instance, the Executive Director shall abstain from the appointment process. The individual appointed to the position of Chairperson shall be instructed by the Executive Director of the duties of said position. These duties shall include the following list which is not inclusive:
1. Begin and conduct hearing in an informal manner
2. Record notes of hearing either in written or tape-recorded form
3. Maintain order in hearing
4. Compile and send hearing summary to appropriate individuals
5. Schedule, prepare and deliver written notice of hearing date, time and place to the complainant, complaint's representative, hearing panel members and appropriate PMHA official(s). PMHA will provide appropriate forms, envelopes, and/or anything necessary to schedule, notify or do the scheduling/notification upon Chairperson's request.

Preparation of Hearing Panel Members:

Upon selection of the Hearing Panel, the PMHA shall send each panel member a copy of:

1. Complainant's request for a hearing
2. PMHA'S procedures for grievances, which includes the procedures governing the hearing and appropriate form to notify of the decision rendered
3. The informal conference summary decision leading to hearing request.
4. Scheduling notice
5. Form letter notifying them of date, time, and place of hearing

Procedures Governing the Hearing

1. The hearing shall be held before the hearing panel, as appropriate.
2. The complainant shall be afforded a fair hearing which shall include the opportunity to examine before the grievance hearing any PMHA documents including records and regulations that are directly relevant to the hearing. (For a grievance hearing concerning a termination of tenancy or eviction, see also Section 966.4(m) of the CFR. The tenant shall be allowed to copy at their expense any such documents including records and regulations which are in the possession of PMHA and which are directly relevant to the termination of tenancy or eviction. The notice of lease termination pursuant to CFR 966.4(1)(3) shall inform the tenant of his/her rights to examine PMHA documents concerning the termination of tenancy or eviction. If the PMHA does not make the document available for examination upon request, the PMHA may not proceed with the eviction nor can PMHA rely on any such document at the grievance hearing.
3. The right to be represented by counsel or other person chosen as the tenant's representative and to have such person make statements on the tenant's behalf;
4. The right to a private hearing unless the complainant requests a public hearing;
5. The right to present evidence and arguments in support of the tenant's complaint to controvert (oppose) evidence relied on by the PMHA or project management and to confront and cross-examine all witnesses upon whose testimony or information the PMHA relies
6. A decision based solely and exclusively upon the facts presented at the hearing.
7. The hearing panel may render a decision without proceeding with the hearing if the hearing panel determines that the issue has been previously decided in another proceeding.
8. If the complainant or PMHA fail to appear at the scheduled hearing, the hearing panel may make a determination to postpone the hearing for a period not to exceed five (5) business days or may make a determination that the party has waived their right to a hearing. Both the complainant and PMHA will be notified in writing of the determination by the hearing panel; however, even if the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest PMHA'S disposition of the grievance in an appropriate judicial proceeding.
9. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter, the PMHA must sustain the burden of justifying their action or failure to act against which the complaint is directed.
10. The hearing shall be conducted informally by the hearing panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The panel shall take written notes or tape-record the hearing. The hearing panel shall require PMHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel to obtain order may result inexclusion from the proceedings or in a decision adverse to the interest of the disorderly party and granting or denial of the relief sought, as appropriate.

11.The complainant or PMHA may arrange for a transcript of the hearing in advance and at the expense of the party making the arrangement. Any interested party may purchase a copy of such transcript.
12.The hearing panel chairperson shall start the hearing by requesting the name and role of all persons present and is the individual that is in charge of the hearing. The panel shall listen to the facts presented by both parties/witnesses and review any and all documents, reports, written statements presented to the panel as evidence. It should be noted that this can so be done without regards to the admissibility under the rules of evidence applicable to judicial proceedings. All panel members are permitted to ask any questions pertaining to the hearing issue.
13. At the time of the hearing, it is the duty of PMHA'S representative to provide the hearing panel with all documents, police reports, statements pertaining to the issue at hand and any other evidence they have to substantiate the position of PMHA.

Decision of the Hearing Panel:
Said Panel has the option to render a decision at the conclusion of the hearing or may withhold a decision pending further review of the regulations and all evidence presented. In either instance, it must be done in writing on the appropriate form and within (24) twenty-four hours after the hearing. It is the responsibility of the Panel Chairperson to insure the decision form is completed and sent or delegates it done. At a minimum, the decision summary shall include the names in attendance, issue of hearing, actual decision, and reasons for said decision.
A copy of the decision summary shall be sent to the complainant, PMHA, and/or legal counsel (if requested). Said summary is to be signed by panel members. If one of the panel members disagrees with the decision, they should still sign the summary but have the option to place a notation they are in opposition. The majority rules in the decision process.
The PMHA shall retain a copy of the decision in the tenant's folder:
1.The PMHA shall maintain a separate file for all hearing decisions. The copies maintained in this file shall have all names and identifying references deleted. This shall be done by making a copy of the decision, whiting out the names and identifying references, then making a copy of that to place in this specified file. This file will be maintained by PMHA and made available for inspection by a prospective complainant, his/her representative, or the hearing panel
2. The decision of the hearing panel shall be binding on the PMHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the PMHA Board of Directors determines within a reasonable time, and promptly notifies the complainant of its determination, that:
a. The grievance does not concern PMHA action or failure to act in accordance with or involving the complainant's lease or PMHA regulations, which adversely affect the complainant's rights, duties, welfare or status;
b. The decision of the hearing panel is contrary to applicable Federal, State or local law, HUD regulations or requirement of the annual contributions contract between HUD and PMHA.
It should be so noted that a decision by the hearing panel in favor of PMHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter

Failure to Show:
If a tenant requests a formal hearing and fails to show on the prescribed date, time and place, he/she will have waived their right to any further formal hearings related to the matter that gave rise to the matter.

Expedited Formal Hearing:
An expedited formal hearing is held for any grievance concerning a termination of tenancy or eviction that involves any of the following:

1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of PMHA, or
2. Any violent or drug-related criminal activity on or off such premises; or
3. Any criminal activity that resulted in felony conviction of a household member
4. Disputes between tenants not involving PMHA or to any class grievance.

In the case of a grievance under the expedited procedure, the informal settlement of a grievance is not applicable.

This grievance procedure is incorporated by reference in all tenant dwelling leases and is posted in each Management Office. Copies will be furnished to any resident or other non-resident upon request.

Approved: Carole Howard Executive Director

Date: 2/10/05

Board Resolution 05-006

PERRY METROPOLITAN HOUSING AUTHORITY

Administrative Office
26 Brown Circle Drive
Crooksville, Ohio 43731
(740) 982-5991
FAX (740) 982-1274

Section 8 Program
13000 Parkview Drive
Roseville, Ohio 43777
(740) 697-7412
FAX (740) 697-0411

Public Housing
13000 Parkview Drive
Roseville, Ohio 43777
(740) 697-0323
FAX (740) 697-0411

COMMUNITY SERVICE/SELF-SUFFICIENCY
Policy

PURPOSE: To determine those residents required to spend eight (8) hours per month engaged in community service or self-sufficiency training, to provide or authorize eligible activities from which they may choose, and to verify service or self-sufficiency training has been completed satisfactorily

PROCEDURE:

1. As per Section 512 of the *Quality Housing and Work Responsibility Act* of 1998, effective October 01, 1999, all public housing residents are required to spend eight (8) hours per month engaged in community service or participating in a self-sufficiency program.
2. All adult residents 18 years of age and older will be required to complete a *Community Service and Self Sufficiency Resident Status* form at move-in, annual recertification and releveant interim recertifications. Residents 62 years of age and older and those permantly disabled will not be required to continually complete the form at recertifications
3. Certain residents are exempt from this requirement:
   * Persons 62 years of age and older
   * Blind or disabled or their caretakers within the household
   * Employed residents
   * Persons exempt from State work programs (includes *Welfare-to-Work* programs)
   * Persons in compliance with and receiving assistance from a State funded work program (includes *Welfare-to-Work* programs)
4. Each month, the PHA will review all tenant records to determine which residents will be required to perform eight (8) hours of community service or participate in a self-sufficiency training as follows:
   a. Those residents needing to fulfill this requirement shall be identified on a prescribed PHA form
   b. Those residents identified will be mailed a PHA prescribed letter which will form them of this requirement and details for proper completion of their responsibility; a copy of this letter will be retained in the tenant's file

c. The above mentioned letter will include a list of eligible activities as well as the statement that if the resident has another idea for performing their community service requirement that is not listed, they must seek approval from the PHA prior to performin
d. The letter will also include a PHA prescribed form that will be the responsibility of the resident to have completed by the person/entity qualified toverify the community service was performed of that the resident participated in self -sufficiency training The form includes the following:

- Tenant Name/Address/Identification No. (completed by PHA prior to mailing)
- Name/Address of Entity/Individual where community service performed
- Date(s) of community service or self-sufficiency training
- Description of community service performed or self-sufficiency training attended
- Signature of tenant and date
- Signature of person/entity where community service or self-sufficiency training occurred and date signed

5. Resident will be responsible to return the completed form to the Project Management office one or before the first day of each calendar month after the community service/self-sufficiency training was completed
6. The completed form will be examined for proper completion and verification and placed in the tenant file
7. A monthly list will be maintained by the PHA on a PHA prescribed form which identifies those residents in non-compliance of the community service requirement.
8. Those residents in non-compliance with their monthly community service/self-sufficiency training requirement will be mailed a notice of such.
9. During the annual recertification process, those residents required to complete eight (8) hours of community service/self-sufficiency per month will have their file reviewed that the requirement has been met to the satisfaction of the PHA. Those residents in non-compliance will be instructed that the requirement must be met prior to expiration of the dwelling lease.
10. Any resident in non-compliance with the community service/self- sufficiency requirement will not have their dwelling lease renewed at the end of their twelve (12) month period.

Updated and Approved: Carole Howard Exec Dir. 7/30/04

PHA Official | Title | Date

PERRY METROPOLITAN HOUSING AUTHORITY

Administrative Office
26 Brown Circle Drive
Crooksville, Ohio 43731
(740) 982-5991
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SAFETY and CRIME PREVENTION
Policy

PURPOSE: To establish reasonable measures to assure the safety of the Housing Authority

1. The dwelling lease and the Admission and Continued Occupancy Policy both include language that the Housing Authority follows the principle of drug-free, crime-free housing.

2. All applicants and residents are required to submit to a criminal background check as follows:
   a. All household members eighteen (18) years of age and older must be fingerprinted and a record check done through the Bureau of Criminal Information and Investigation
      1. applicants before eligibility is determined
      2. residents at each annual recertification (those residents 65 and older are exempt)
   b. Any criminal record verified that is less than six (6) years old will be grounds for denial for admission to housing
   c. Any current resident found quilty of any criminal charges will have their assistance terminated with proper legal notice.

3. Adequate outdoor lighting of all premises and indoor lighting of common areas is provided by the PHA. A security camera system is provided at the Roseville housing.

4. Adequate door and window locks are provided and maintained by the PHA for all public housing dwelling units and common areas.

5. Spare dwelling keys maintained by the PHA are secured in a locked key box with limited access.

6. Cooperation Agreements exist with the Villages of Crooksville and Roseville for police and fire protection at the public housing projects respectively.

7. Emergency call cords are provided to all one bedroom dwellings for the elderly, disabled or handicapped.

8. The PHA meets HUD criteria and ADA criteria for handicapped dwellings.

9. The PHA maintains its properties in a manner to ensure safety to all residents, visitors, and employees to the best of its ability.

10. The PHA participates in work-place safety trainings, as needed, with available resources.

11. The PHA maintains all flammables in proper containers in secured areas.

12. The PHA participates in a workers' compensation pool and files appropriate reports, forms, etc. as required.

13. The PHA requires completion of an incident form should any employee be involved in any type of injury with preventative measure statements included.

14. Access to secured areas is maintained at all times to limited personnel.

15. Warning signs are posted wherever and whenever required.

16. The PHA possesses and maintains adequate insurance coverages on its properties and fleet.

17. Fire extinguishers are available in the common areas of the properties as well as within company vehicles.

18. First-aid kits are maintained in the common areas of all properties.

19. Residents are provided employee home telephone numbers in cases of an emergency.

20. Maintenance staff and designated Administrative staff are required to carry a pager or cell phone for effective communication.

Approved: C Howard / E.D. Date: 9/24/08
(Updated)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

MAY -1 2008

Ms. Carole Sowards
Executive Director
Perry Metropolitan Housing Authority
26 Brown Circle Drive
Crooksville, OH 43731

Dear Ms. Sowards:

This letter is in response to the Perry Metropolitan Housing Authority's (PMHA) proposed Designated Housing Plan (Plan) that was received in HUD's Office of Public and Indian Housing (PIH) on March 3, 2008. The Plan proposes to designate a total of 26 units (22 units for elderly only and 4 units for disabled only), representing 22 percent of the PMHA's total public housing inventory at the development noted below:

Development Name	Development Number	Bedroom Type Proposed for Designation				Total Units Proposed for Designation	Total Public Housing Units
		0-BR	1-BR	2-BR	3-BR		
James L. brown Terrace Heights Elderly only	**OH034-001**	0	22	0	0	22	
James L. brown Terrace Heights Disabled only	**OH034-001**	0	4	0	0	4	
Total		**0**	**26**	**0**	**0**	**26**	
Total PH units in inventory							**118**

The Plan was reviewed in accordance with the requirements of Section 7 of the United States Housing Act of 1937, as amended, and Notice PIH 2008-10 (HA). The Department reviewed information provided by the Columbus HUD Office of Public Housing, as well as supplemental information you provided March 13, 2008.

Based on the information available to the Department, the Plan is approved. The Plan will be in effect for 5 years from the date of this letter. Prior to the expiration of the Plan, the PMHA may apply to extend the Plan for an additional 2-year increment.

RECEIVED
MAY 05 2008
PERRY METRO HOUSING

Perry Metropolitan Housing Authority
Schedule of Findings and Questioned Costs
OMB Circular A-133 § .505
December 31, 2008

1. SUMMARY OF AUDITOR'S RESULTS

Type of Financial Statement Opinion	Unqualified
Were there any significant deficiency reported as material weakness at the financial statement level (GAGAS)?	No
Were there any other significant deficiencies in internal control reported at the financial statement level (GAGAS)?	No
Were there any reported material non-compliance at the financial statement level (GAGAS)?	No
Were there any significant deficiency reported for any major federal programs as material weakness?	No
Were there any other significant deficiency reported for the major federal programs?	No
Type of Major Programs' Compliance Opinion	Unqualified
Are there any reportable findings under § .510?	No
Major Programs (list):	CFDA # 14.850 Low Rent Public Housing & 14.871 Housing Choice Voucher
Dollar Threshold: Type A/B Programs	Type A: > $300,000 Type B: All Others
Low Risk Auditee?	Yes

2. FINDINGS RELATED TO THE FINANCIAL STATEMENTS REQUIRED TO BE REPORTED IN ACCORDANCE WITH GAGAS

There are no Findings or questioned costs for the year ended December 31, 2008.

3. FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

There are no Findings or questioned costs for the year ended December 31, 2008.

Perry Metropolitan Housing Authority
Schedule of Prior Audit Findings
December 31, 2008

The following are the status of the December 30, 2007 audit findings.

Finding Number	Finding Summary	Fully Corrected?	Not Corrected; Partially Corrected; Significantly Different Corrective Action Taken; or Finding No Longer Valid; **Explain**:
2007-PMHA -1	Prior period adjustments to financial statements	Yes	Fully Corrected – Finding resolved.

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226 Expires 4/30/2011

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

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the___ 5-Year and/or___ Annual PHA Plan for the PHA fiscal year beginning 01/01/2010 *, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

corrected 10/8/09

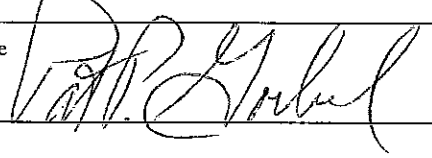
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental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

Perry Metropolitan Housing Authority	OH16P034
PHA Name	PHA Number/HA Code

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

X Annual PHA Plan for Fiscal Years 20 10 - 20 10

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

Name of Authorized Official	Title
Pat P. Goebel	Board Chairman
Signature 	Date 10-8-09

PERRY METROPOLITAN HOUSING AUTHORITY

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October 8, 2009

Mr. Alex Kocsis, Jr., Program Analyst
U.S. Dept. of Housing and Urban Development
1350 Euclid Avenue
Cleveland, OH 44115-1815

RE: HUD-50077

Dear Mr. Kocsis:

As per your request I have enclosed a corrected HUD-50077 marked for both the five-year PHA Plan for Fiscal Years 2010 – 2014 and the Annual PHA Plan for Fiscal Year 2010, signed by Pat P. Goebel, Board Chairman.

I apologize for any inconvenience this may have caused.

If you need anything additional, please contact me at (740) 983-8319.

Respectfully,

Sandra Harper

Sandra Harper, Executive Director

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

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

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X *5-Year and/or* X *Annual PHA Plan for the PHA fiscal year beginning* 2010 *, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

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

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
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18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
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21. The PHA provides assurance as part of this certification that:
    (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Perry Metropolitan Housing Authority	OH16-P034
PHA Name	PHA Number/HA Code

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

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

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

Name of Authorized Official	Title
Pat P. Goebel	Board Chairman
Signature	Date
Pat P. Goebel	9-10-09

Board of
Perry County Commissioners

P.O. Box 248 121 W. Brown Street
New Lexington, Ohio 43764
Telephone : 740-342-2045 Fax: 740-342-5505
E-mail: perryco@perrycountyohio.net

August 24, 2009

The Perry County Commissioners met in a regular session on **August 21, 2009** and passed the following resolution.

(09-0821-06)

Moved by Mr. Keister.

The Perry County Commissioners authorizes Lonnie Wood, President, Perry County Board of Commissioners to sign the Perry Metropolitan Housing Authority 5 year and Annual Plan for the period from 2010 through 2014.

Seconded by Mr. Shriner.

With no further discussion, roll call vote taken:

Ed Keister	: Yes
Fred Shriner	: Yes
Lonnie Wood	: Yes

The undersigned Clerk of the Board of Commissioners of Perry County, Ohio, certifies that the foregoing is a true and correct copy of the agreement that the Perry County Board of Commissioners adopted on **August 21, 2009** and appearing upon the official records of the Board.

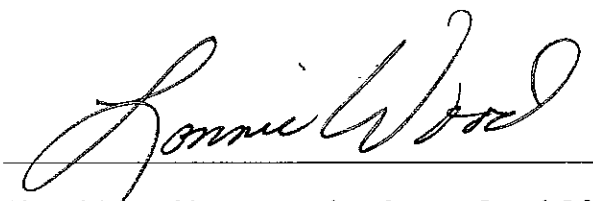
Carol Middaugh

Carol Middaugh, CLERK
Commissioners Office, Perry County, Ohio

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing Expires 4/30/2011

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

I, Lonnie Wood the Perry County Commissioner certify that the Five Year and Annual PHA Plan of the Perry Metropolitan Housing Authority is consistent with the Consolidated Plan of Perry County, Ohio prepared pursuant to 24 CFR Part 91.



Signed / Dated by Appropriate State or Local Official

PERRY METROPOLITAN HOUSING AUTHORITY

Administrative Office
26 Brown Circle Drive
Crooksville, Ohio 43731
(740) 982-5991
FAX (740) 982-1274

Section 8 Program
13000 Parkview Drive
Roseville, Ohio 43777
(740) 697-7412
FAX (740) 697-0411

Public Housing
13000 Parkview Drive
Roseville, Ohio 43777
(740) 697-0323
FAX (740) 697-0411

August 13, 2009

Perry County Commissioners' Office
P.O. Box 248
121 West Brown Street
New Lexington, Ohio 43764

RE: Perry Metropolitan Housing Authority's *5 Year and Annual Plan* for years 2010 through 2014

Dear Commissioners:

Enclosed herewith is a copy of the Perry Metropolitan Housing Authority's *5 Year and Annual Plan* for fiscal years 2010 through 2014.

The Plan is required to be completed and submitted to the U.S. Department of Housing and Urban Development. It is also necessary that we have you certify that our Plan is consistent with the County *CHIS* program. In that Perry Metropolitan Housing is a participant on the County Housing Board, we feel there is nothing in our Plan that would contradict the data or housing strategies identified in the *CHIS* program.

Enclosed are three (3) copies of the required certification form; please return two (2) signed copies in the self-addressed stamped envelope we have provided for your convenience.

Your prompt attention and return of the certification will certainly be appreciated.

Respectfully,

Sandra Harper, Executive Director

Enc (4)

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

Civil Rights Certification

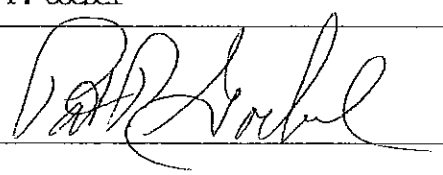
Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Perry Metropolitan Housing Authority	OH16-P034
PHA Name	PHA Number/HA Code

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

Name of Authorized Official	Title
Pat P. Goebel	Board Chairman
Signature 	Date 9-10-09

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

Certification of Payments to Influence Federal Transactions

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

Perry Metropolitan Housing Authority

Applicant Name

Public Housing Agency

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Sandra Harper	Executive Director

Signature	Date (mm/dd/yyyy)
Sandra Harper	8/14/09

Previous edition is obsolete

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

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Perry Metropolitan Housing Authority

Applicant Name

Public Housing Agency

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Sandra Harper	Executive Director
Signature	**Date**
X Sandra Harper	8/14/09

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

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[a] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[c] a. bid/offer/application b. initial award c. post-award	[a] a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: 14.871
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Sandra Harper
Print Name: Sandra Harper
Title: Executive Director
Telephone No.: (740) 982 -8319 Date: 8/14/09

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

PERRY METROPOLITAN HOUSING AUTHORITY

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26 Brown Circle Drive
Crooksville, Ohio 43731
(740) 982-5991
FAX (740) 982-1274

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FAX (740) 697-0411

Public Housing
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Roseville, Ohio 43777
(740) 697-0323
FAX (740) 697-0411

DATE: August 13, 2009

TO: All Residents

FROM: Sandra Harper, Executive Director

RE: 5 Year and Annual Plan for fiscal years 2010-2014

A meeting will be held Friday August 21, 2009 in the Dining Room at James L. Brown Terrace Heights, 26 Brown Circle Drive, Crooksville, Ohio starting at 12:30 p.m.

The sole purpose of the meeting is to review and discuss the Housing Authority's *5 Year and Annual Plan* for fiscal years 2010-2014. We will discuss any changes in the Plan regarding daily operations as well as capital improvements planned for 2010 and beyond. This meeting is not intended to air your complaints but to offer reasonable suggestions regarding management and maintenance as well as future needs.

We encourage your attendance and participation at this meeting.

Thank you.

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RESIDENT MEETING
PHA ANNUAL PLAN
August 21, 2009 12:30 P.M.

The meeting was held at the Senior Building located at 26 Brown Circle Drive Crooksville, Ohio. Nineteen (19) residents from AMP 001 attended, no one from AMP 002 was present.

The Annual and 5 Year Plan was reviewed and a session was opened for questions and comments. The following comments were made by the residents in regard to the Annual and 5 Year Plan:

1. Residents of the Senior Building would like ceiling lights in their apartments;
2. Residents of the Senior Building would like phone jacks and cable hook up in the bedrooms;
3. Additional lighting is needed on the front and side of Pod B of the Senior Building;
4. Awnings on the doors and windows of the Senior Building to keep the apartments cooler;
5. Fences between each apartment at the Senior Building need power washed;
6. Plant more trees around the front of the Senior Building for shading;
7. Senior residents would like peep holes put in their front doors so they can see who is at the door before opening it.

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Resident Meeting

PHA 5 Year and Annual Plan – FY 2010 – 2014

August 21, 2009
12:30 p.m.

Attendance

Resident Name	*Address*
Georgianna McNeal	
Mae Papageorge	
Dolores Olinger	
Janet Hodge	
Hazel Murphy	
Bernita Hanna	
Nadine Walker	
Patricia A Faires	
Larry Elliott	
Alona Keylor	
Nancy J Williams	
Phyllis Simpson	
LaVerna Houk	
Lois Wood	
Tilly Marks	
Normal J. Hughes	
Martha Williams	
Marilyn Bentley	
Glenna Gossman	

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August 15, 2009

The Times Recorder
34 South Fourth Street
Zanesville, Ohio 43701

ATTN: classified

Please publish the following Legal Notice on Thursday, August 20, 2009:

LEGAL NOTICE
A public meeting will be held Friday, 8/21/09 @ 12:30 p.m.
Perry Metropolitan Housing Authority, 26 Brown Circle Dr.,
Crooksville, Ohio to review the 5-year and Annual Plan for
fiscal years 2010-2014

Please bill to P.O. number 4717.

Please provide us an *Affidavit of Legal Notice.*

Sincerely,

Sandra Harper

Sandra Harper, Executive Director

RES 051

The following Resolution was introduced by Harper to the Board of Directors of Perry Metropolitan Housing Authority, read in full and considered:

Approve the 5-Year Plan for fiscal years 2010-2014 and the Annual Plan for 2010 for AMP 001, AMP 002 and Central Office.

Kildow moved that the foregoing Resolution be adopted as read and introduced; motion was seconded by Taylor. Upon roll call, the "ayes" and "nays" were as follows:

Ayes	Nays
Goebel	
Ungemach	
Taylor	
Kildow	
Hankinson	

The Chairman therefore declared said motion carried and said Resolution adopted.

Date Passed: 09/10/2009

ATTEST: Sandra Gayden

Director

RES 066

The following Resolution was introduced by Harper to the Board of Directors of Perry Metropolitan Housing Authority, read in full and considered:

Approve ammending the PHA's Five Year Plan for Fiscal years 2010 – 2014 and Annual Plan for Fiscal year 2010 to include Capital Fund Grant OH16-P034-501-09.

Ungemach moved that the foregoing Resolution be adopted as read and introduced; motion was seconded by Hankinson. Upon roll call, the "ayes" and "nays" were as follows:

Ayes	Nays
Goebel	
Ungemach	
Taylor	
Kildow	
Hankinson	

The Chairman therefore declared said motion carried and said Resolution adopted.

Date Passed: 10/08/2009

ATTEST: _____
Director

RES 060

The following Resolution was introduced by Harper to the Board of Directors of Perry Metropolitan Housing Authority, read in full and considered:

Approve amending the PHA's Five-Year Plan for Fiscal years 2010 – 2014 and the Annual Plan for 2010 to include the Capital Fund Recovery Competition Grant, OH1600000109R in the amount of $214,500.

Goebel moved that the foregoing Resolution be adopted as read and introduced; motion was seconded by Ungemach. Upon roll call, the "ayes" and "nays" were as follows:

Ayes	Nays
Goebel	
Ungemach	
Taylor	
Kildow	
Hankinson	

The Chairman therefore declared said motion carried and said Resolution adopted.

Date Passed: 10/08/2009

ATTEST: Sandra Thayer
Director