

<b>1.0</b>	<b>PHA Information</b> PHA Name: <u>Livingston Housing Authority</u> PHA Code: <u>TN056</u> PHA Type: <input checked="" type="checkbox"/> Small <input type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/2010</u>																										
<b>2.0</b>	<b>Inventory</b> (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>66</u> Number of HCV units: _____																										
<b>3.0</b>	<b>Submission Type</b> <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only																										
<b>4.0</b>	<b>PHA Consortia</b> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)																										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 30%;">Participating PHAs</th> <th rowspan="2" style="width: 10%;">PHA Code</th> <th rowspan="2" style="width: 20%;">Program(s) Included in the Consortia</th> <th rowspan="2" style="width: 20%;">Programs Not in the Consortia</th> <th colspan="2" style="width: 20%;">No. of Units in Each Program</th> </tr> <tr> <th style="width: 10%;">PH</th> <th style="width: 10%;">HCV</th> </tr> </thead> <tbody> <tr> <td>PHA 1: <u>Not Applicable</u></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 2:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PHA 3:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program		PH	HCV	PHA 1: <u>Not Applicable</u>						PHA 2:						PHA 3:					
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<b>5.0</b>	<b>5-Year Plan.</b> 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:  <p style="color: blue; margin-left: 20px;"><b>The mission of the Livingston Housing Authority is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment</b></p>																										

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.

**FY 2010-2014 GOALS**

**GOAL: Expand the supply of assisted housing.**

- 1. Reduce public housing vacancies.

**GOAL: Improve the quality of assisted housing.**

- 1. Increase customer satisfaction.
- 2. Renovate or modernize public housing units

**GOAL: Provide an improved living environment.**

- 1. Implement public housing security improvements.

**GOAL: Support the requirements of the Violence Against Women Act (VAWA)**

- 1. Implement policies and procedures that support the VAWA
- 2. Continue VAWA resident awareness efforts

**PROGRESS IN MEETING FY 2005-2009 GOALS AND OBJECTIVES-**

PHA GOAL	OBJECTIVE	PROGRESS
1. Expand the supply of assisted housing	Reduce public housing vacancies.	The Authority has maintained 86-92% lease-up rate.
	Leverage private or other public funds to create additional housing opportunities.	The LHA decided not to undertake the construction or acquisition of new units due to the current economic environment.
	Acquire or build units or developments.	The LHA decided not to undertake the construction or acquisition of new units due to the current economic environment.
2. Improve the quality of assisted housing:	Improve PHA PHAS score to High Performer Status.	Vacancy rate continues to prevent LHA from achieving high performer..
	Renovate or modernize public housing units.	The LHA is renovating all units to provide better housing, promote energy conservation, and reduce future maintenance costs.
	Provide replacement public housing:	The LHA decided not to undertake the construction or acquisition of new units due to the current economic environment.
3. Provide an improved living environment	Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments.	LHA has an employment preference in place.
4. Promote self-sufficiency and asset development of families and individuals	Increase the number and percentage of employed persons in assisted families	LHA has partnered with local employment agencies in posting job opportunities and training as well as with local agencies involved in the Work Investment Program.
5. Ensure Equal Opportunity in Housing for all Americans	Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability.	LHA has maintained and reviewed all policies concerning affirmative measures.
	Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability.	LHA has maintained and reviewed all policies concerning affirmative measures.
	Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.	LHA has maintained and reviewed all policies concerning affirmative measures.

6.0	<p><b>PHA Plan Update</b></p> <ol style="list-style-type: none"> <li><b>1. Financial Resources Element: the LHA Financial Statement including PHA Operating and Capital Fund, Rental Income, Investments etc. change on an annual basis. The LHA maintains this information on file and makes it available for HUD and public review at the LHA Administration Office</b></li> <li><b>2. Fiscal Year Audit: The most recent audit is on file at the LHA Administration Office and is available for HUD and public review.</b></li> <li><b>3. Violence Against Women Act (VAWA): The LHA has completed and adopted the required VAWA Policy on March 31, 2008 and is available for HUD and public review. (See Attachment 3)</b></li> <li><b>4. LHA's Procurement Policy has been updated for ARRA requirements.</b></li> </ol>
7.0	<p><b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i>  <b>The LHA is not proposing any new dwellings and/or structures, demolition, disposition and/or acquisition during 2010.</b></p>
8.0	<p><b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.</p>
8.1	<p><b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.  <b>See attached forms HUD-50075.1 for FY2010 and all open CFP Grants.</b></p>
8.2	<p><b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.  <b>See attached form HUD-50075.2 for 5-Year CFP.</b></p>
8.3	<p><b>Capital Fund Financing Program (CFFP).</b>  <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. <b>Not Applicable</b></p>
9.0	<p><b>Housing Needs.</b> 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.  <b>Not required for submittal per PIH Notice 2008-41.</b></p>
9.1	<p><b>Strategy for Addressing Housing Needs.</b> 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. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b>  <b>Not required for submittal per PIH Notice 2008-41.</b></p>
10.0	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.  <b>As discussed in Section 5.2 of this form, the Livingston Housing Authority continues its ongoing efforts to meet the Mission and Goals identified in our most recent 5-Year Agency Plan. The LHA is diligent in providing safe, descent and affordable housing; creating opportunities for our resident's self-sufficiency and economic independence; and assure fiscal integrity in all public housing programs. Our staff is continually striving to improve our management and service delivery efforts, as well as maintain the physical appearance and function of our dwelling units, grounds and facilities.</b></p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"  <b>LHA's definition of "Significant Amendment or Substantial Deviation":</b>  <b>1. Changes to rent or admissions policies or organization of the waiting list.</b>  <b>2. Addition of non-emergency work, items (items not included in the Annual Statement or 5-Year Action Plan) or a change in the use of replacement reserve funds under the Capital Fund.</b>  <b>3. Any change with regard to demolition or disposition, designation, or homeownership programs or conversion activities.</b>  <b>An exception to this definition will be made for any of the above that are adopted to reflect changes in HUD regulatory requirements.</b></p>

11.0	<p><b>Required Submission for HUD Field Office Review.</b> 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. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <ul style="list-style-type: none"> <li>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) <b>ATTACHED</b></li> <li>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) <b>ATTACHED</b></li> <li>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) <b>ATTACHED</b></li> <li>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) <b>ATTACHED</b></li> <li>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) <b>N/A</b></li> <li>(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. <b>ATTACHED</b></li> <li>(g) Challenged Elements: <b>ATTACHED</b></li> <li>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) <b>ATTACHED</b></li> <li>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only) <b>ATTACHED</b></li> </ul>
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## **ATTACHMENTS:**

### **1. Resident Advisory Board (RAB) Comments:**

AT THIS TIME THERE ARE NOT SUFFICIENT MEMBERS OF THE RAB FOR THE LIVINGSTON HOUSING AUTHORITY TO HOLD A MEETING. AN ADVERTISED MEETING OPEN TO THE PUBLIC WAS HELD ON MARCH 11, 2010 TO DISCUSS THE FY 2010 AGENCY PLAN AND THE DETAILED LIST OF PROPOSED FY 2010 AND 5-YEAR CAPITAL FUND IMPROVEMENTS WITH THE LIVINGSTON HOUSING AUTHORITY STAFF. THERE WAS NO ATTENDEES, OTHER THAN STAFF.

### **2. Challenged Elements:**

THE LHA DOES NOT HAVE ANY CHALLENGED ELEMENTS.

### **3. Compliance with the Requirements of VAWA:**

**The Livingston Housing Authority supports the goals of the Violence Against Women Act of 2005, and will comply with its requirements.**

#### VIOLENCE AGAINST WOMEN ACT LHA STATEMENT

The Livingston Housing Authority is striving to fully comply with all requirements of the Violence Against Women Act (VAWA). The Authority will not deny admission to an applicant who has been a victim of domestic violence, dating violence, or stalking. The applicant must comply with all other admission requirements. Also, the Authority will not terminate the assistance to a victim of domestic violence, dating violence, or stalking based solely on an incident or threat of such activity. The Authority still retains the right to terminate assistance for other criminal activity or good cause. All information provided by an applicant or tenant regarding VAWA will be held in strict confidence and will not be shared with any other parties, unless required by law.

The Authority provides or plans to offer referrals, training and information to anyone being abused. This includes child or adult victims of domestic violence, dating violence, sexual assault or stalking. The Authority refers residents to local social service agencies when they need enhanced safety due to domestic violence.

The Authority will provide the VAWA Notice to all applicants and tenants of their rights under VAWA together with the HUD 50066 form. This notice includes the Domestic Violence hotline number and web address in addition to other information.

At this time, the Housing Authority does not intend to put a victim of domestic violence admissions preference in place. The Executive Director will periodically review the need for such preference and may add an admissions preference for victim of domestic violence if a need is determined.

Our lease and Admissions and Continued Occupancy Policy has been modified to include additional language that clearly specifies our right to divide a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others while protecting the victims from domestic violence. (attached)

Policy Follows

**LIVINGSTON HOUSING AUTHORITY  
VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

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

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

**III. Goals and Objectives:** This Policy has the following principal goals and objectives:

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

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

**V. Definitions:** For the purpose of this policy the following is a list of definitions:

A. **Domestic Violence:** Section 40002(a)(6) of VAWA 1994 states as follows: The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

B. **Dating Violence:** Section 40002(a)(8) of VAWA 1994 states as follows: The term “dating violence” means violence committed by a person:

- 1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- 2. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - a. The length of the relationship.
  - b. The type of relationship.

- c. The frequency of interaction between the persons involved in the relationship.

C. **Stalking:** The term “stalking” means:

1. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
2. To place under surveillance with the intent to kill, injure, harass or intimidate other person; and
3. 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:
  - a. That person;
  - b. A member of the immediate family of that person; or
  - c. The spouse or intimate partner of that person;

D. **Immediate Family Member:** The term “immediate family member” means, with respect to a person:

1. Spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
2. Any other person living in the household of that person and related to that person by blood or marriage.

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

## VI. Admissions and Screening

A. LHA will not deny admission to public housing assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

B. Admissions Preference. Applicants for housing assistance from LHA will not receive a preference in admissions by virtue of their status as victims of domestic violence [dating violence, stalking].

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

## VII. Termination of Tenancy or Assistance

A. VAWA Protections: Under VAWA, public housing residents have the following specific protections, which will be observed by LHA:

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

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

a. Nothing contained in this paragraph shall limit LHA attempts to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action LHA may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

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

**B. Removal of Perpetrator:** Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, LHA, as the case may be, may divide a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others while protecting the victims from domestic violence.

Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by LHA. Leases used for all public housing operated by LHA for dwelling units occupied by families administered by LHA, shall contain provisions setting forth the substance of this paragraph.

### **VIII. Verification of Domestic Violence, Dating Violence or Stalking**

**A. Requirement for Verification:** Sections 606 and 607 of VAWA add certification and confidentiality provisions that allow LHA in response to an incident or incidents of actual or threatened domestic violence, dating violence, or stalking that may affect a tenant's participation in the housing program. Thus LHA shall verify all cases where an individual claims an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy, subject only to waiver as provided in paragraph VII. C., by one of the following three ways:

1. HUD-approved form: As one method LHA will require that an individual to complete, sign and submit, *HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking*. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. Other documentation: In lieu of a certification form or in addition to the certification form LHA may accept

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

b. A Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

**B. Time allowed to provide verification/ failure to provide:** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by LHA to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification.

Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

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

## **IX. Confidentiality**

**A. Right of confidentiality:** All information provided to LHA relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, must be retained in confidence by the Authority and shall not be entered in any shared database nor provided to any related entity, except where disclosure is:

1. Requested or consented to by the individual in writing, or
2. Required for use in a public housing eviction proceeding as permitted in VAWA, or
3. Otherwise required by applicable law.

**B. Notification of rights:** VAWA requires that PHAs, must notify tenants of their rights under VAWA, which includes the existence of the attached HUD form and the right to confidentiality and limits thereof.

## **X. Transfer to New Residence**

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

**B. Action on applications:** LHA will act upon such an application promptly.

**C. No right to transfer:** LHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However the decision to grant or refuse to grant a transfer shall lie within the sole discretion of LHA, and this policy does not create any right on the part of any applicant to be granted a transfer.

**D. Family rent obligations:** If a family occupying LHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by LHA.

In cases where LHA determines that the family's decision to move was reasonable under the circumstances, LHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

## **X. Court Orders/Family Break-up**

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

**B. Family break-up:** Other LHA policies regarding family break-up are contained in LHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP).

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

**XII. Notification:** LHA shall provide written notification to applicants and tenants concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

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

**XIV. Amendment:** This policy may be amended from time to time by LHA as approved by the LHA Board of Commissioners.

**NOTICE OF CHANGES TO LEASE TERMS**  
**VAWA 2008 Lease Provisions**

**Your lease has been modified by the Livingston Housing Authority (LHA) Board of Commissioners who have adopted the language set out below. You will be required to sign a lease amendment at your next recertification. Federal law requires that these changes be made effective immediately, therefore, there is no comment period, AND THE CHANGES APPLY EVEN IF YOU HAVE NOT SIGNED THE LEASE AMENDMENT. These changes are entirely favorable to the resident. These changes do not change long standing LHA policy. Specific terms are defined in the Authority's "Violence Against Women" policy and ACOP, which has also been amended.**

If a member of the tenant's household, or their guest or other person under their control engages in criminal activity directly relating to domestic violence, dating violence, or stalking, such conduct shall not be cause for termination of the lease or occupancy rights, of the victim, if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking

One or more incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy or occupancy right of the victim of such violence.

Nothing in this lease revision prohibits the LHA from evicting the member of the household who has engaged in actual or threatened actions of domestic violence, dating violence, or stalking.

**A resident who claims as a defense to an eviction action that the eviction action is brought because of criminal activity directly relating to domestic violence, dating violence or stalking, must provide a written certification in a form provided by the LHA or substantially similar thereto, that they are a victim of domestic violence, dating violence, or stalking, and that the incident or incidents which are the subject of the eviction notice are bona fide incidents of actual or threatened abuse. This written certification must be provided within fourteen days after the LHA requests the certification in writing, which may be the date of the termination of lease letter. It may also be the date of any other written communication from the LHA stating that the tenant is subject to eviction due to the incident which the tenant then wishes to allege was a bona fide instance of actual or threatened abuse. The certification requirement may be complied with by completing the certification form which is available from the LHA office. Information provided in the certification form shall be retained in confidence, shall not be entered into a shared data base, and shall not be provided to a related entity unless the tenant consents in writing, the information is required for use in eviction proceedings, or its use is otherwise required by law.**

The LHA may divide the lease under, in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant:

The LHA may evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the LHA does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate. A victim tenant who allows a perpetrator to violate a court order relating to the act or acts of violence is subject to eviction. A victim tenant who allows a perpetrator who has been barred from LHA property to come onto LHA property, including but not limited to the victim's apartment and any other area under their control, is subject to eviction.

The LHA may terminate the tenancy of any tenant if the public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the LHA if that tenant's tenancy is not terminated; and

None of these provisions shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.



<b>Part I: Summary</b>						
<b>PHA Name:</b> Livingston Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: TN43S05650109 Replacement Housing Factor Grant No: Date of CFFP: _____			<b>FFY of Grant:</b> ARRA <b>FFY of Grant Approval:</b>	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2 ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
1	Total non-CFP Funds	0				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>	0				
3	1408 Management Improvements	0				
4	1410 Administration (may not exceed 10% of line 21)	1,350	1,350	1,350	1,350	
5	1411 Audit	0				
6	1415 Liquidated Damages	0				
7	1430 Fees and Costs	0				
8	1440 Site Acquisition	2,500	2,500	2,500	0	
9	1450 Site Improvement	0				
10	1460 Dwelling Structures	114,603	114,603	74,900	70,800	
11	1465.1 Dwelling Equipment—Nonexpendable	0				
12	1470 Non-dwelling Structures	0				
13	1475 Non-dwelling Equipment	0				
14	1485 Demolition	0				
15	1492 Moving to Work Demonstration	0				
16	1495.1 Relocation Costs	0				
17	1499 Development Activities <sup>4</sup>	0				

<sup>1</sup> To be completed for the Performance and Evaluation Report  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations  
<sup>4</sup> RHF funds shall be included here

<b>Part B: Summary</b>					
P.I.A. Name: Livingston Housing Authority		Grant Type and Number: Capital Fund Program Grant No: 1N420500101 Replacement Housing Factor Grant No: Date of LEFP:		FY of Grant: 2009 FY of Grant Approval:	
Type of Grant: <input type="checkbox"/> Original Grant Agreement <input type="checkbox"/> Renewal for Disaster Emergency <input checked="" type="checkbox"/> Revised Annual Statement of Performance & Evaluation Report <input type="checkbox"/> Performance and Evaluation Report for Public Housing <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Original	Revised
14a	1517 reimbursement of Debt Service paid by the P.I.A.				
14b	5000 reimbursement of Debt Service paid via System of Direct Payment				
19	1512 Costing (any grant not stated \$% of line 20)				
20	Amount of Award Costs (sum of lines 2 - 19)	118,453	118,453	113,453	72,150
21	Amount of line 20 related to HUD services				
22	Amount of line 20 related to Section 304 Activities				
23	Amount of line 20 related to Section 304 - Rail Costs				
24	Amount of line 20 related to Section 304 - Fuel Costs				
25	Amount of line 20 related to Energy Conservation Measure				
Signature of Executive Director		Date: April 15, 2010		Signature of Public Housing Director	

<sup>1</sup> To be completed for the Performance and Evaluation Report  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement  
<sup>3</sup> P.I.A.s with code 150 will in future years use 100% of OPIH funds for operations.  
<sup>4</sup> R.O. funds shall be included here.





Part I: Summary						
<b>PHA Name:</b> Livingston Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: TN43P05650110 Replacement Housing Factor Grant No: Date of CFFP: _____			<b>FFY of Grant:</b> 2010 <b>FFY of Grant Approval:</b>	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
1	Total non-CFP Funds	0				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>	18,700				
3	1408 Management Improvements	0				
4	1410 Administration (may not exceed 10% of line 21)	9,300				
5	1411 Audit	0				
6	1415 Liquidated Damages	0				
7	1430 Fees and Costs	26,800				
8	1440 Site Acquisition	0				
9	1450 Site Improvement	0				
10	1460 Dwelling Structures	38,700				
11	1465.1 Dwelling Equipment—Nonexpendable	0				
12	1470 Non-dwelling Structures	0				
13	1475 Non-dwelling Equipment	0				
14	1485 Demolition	0				
15	1492 Moving to Work Demonstration	0				
16	1495.1 Relocation Costs	0				
17	1499 Development Activities <sup>4</sup>	0				

<sup>1</sup> To be completed for the Performance and Evaluation Report

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations

<sup>4</sup> 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. 2577-0225  
 Expires 4/30/2011

Part I Summary:

PILA Name: Savings on Housing Activity	Grant Type and Number: Capital Fund Program Grant No: 1143905820-10 Supplemental to a Supplemental Grant(s) Total CFP:	IPP of Grant 2100 IPP of Grant Approval:
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Type of Grant:  
 Detailed Annual Statement       Reserve for Disasters/Emergencies       Revised Annual Statement (revision of 4- )  
 Performance and Evaluation Report for Period Ending       Final Performance and Evaluation Report

Line	Summary for Development Account	Total Obligated Use		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Reported
8a	2001 Contract/Lease of Tech Service paid by JPL PIA				
8b	2001 Contract/Lease of Tech Service paid via System of Care Program				
9	2002 Continuum (now succeeded by line 20)				
9	Amount of line 20 Related to Security - I-9	92,500			
11	Amount of line 20 Related to I-9 Activities				
12	Amount of line 20 Related to Security - Activities				
13	Amount of line 20 Related to Security - Sub Costs				
14	Amount of line 20 Related to Security - Hard Costs				
15	Amount of line 20 Related to Energy Conservation Measures				

Signature of Executive Director: *William A. Holman*      Date: April 13, 2010      Signature of Public Housing Director: \_\_\_\_\_      Date: \_\_\_\_\_

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report on all revised Annual Statements.  
 \* PIAs with under 250 units in mortgage must use 1.05% of CFP funds for activities.  
 \* CFP funds shall be included here.





**PART I: SUMMARY**

PHA Name/Number <i>Livingston Housing Authority / TN056</i>		Locality (City/County & State) <i>Livingston/Overton County, Tennessee</i>		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:		
A.	Development Number and Name	Work Statement for Year 1 FFY __2010__	Work Statement for Year 2 FFY ____2011____	Work Statement for Year 3 FFY ____2012____	Work Statement for Year 4 FFY ____2013____	Work Statement for Year 5 FFY __2014____
<b>B</b>	Physical Improvements Subtotal	Annual Statement	44,500	44,500	44,500	44,500
C.	Management Improvements		20,000	20,000	20,000	20,000
D.	PHA-Wide Non-dwelling Structures and Equipment		1,000	1,000	1,000	1,000
<b>E</b>	<b>ADMINISTRATION</b>		9,300	9,300	9,300	9,300
F.	Other					
G.	Operations		18,700	18,700	18,700	18,700
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		93,500	93,500	93,500	93,500
L.	Total Non-CFP Funds					
M.	Grand Total		93,500	93,500	93,500	93,500









